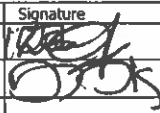

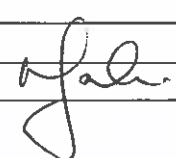






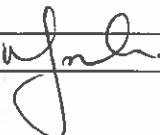
Province of the
EASTERN CAPE
HEALTH



YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (DEPARTMENT OF HEALTH EASTERN CAPE/ PORT ALFRED HOSPITAL)					
BID NUMBER:	SCMU3-20/21-184-CA	CLOSING DATE:	02 DECEMBER 2020	CLOSING TIME:	11H00
BID BRIEFING	PORT ALFRED HOSPITAL		16 OCTOBER 2020		12H00 TO 13H30 - CATERING @ PORT ALFRED TOWN HALL
	SETTLERS HOSPITAL				12H00 TO 13H30 - CATERING GRAHAMSTOWN MUNICIPALITY CITY HALL
		BRIEFING DATE:	17 OCTOBER 2020	BRIEFING TIME	
DESCRIPTION	PROCUREMENT OF CATERING SERVICES FOR PORT ALFRED AND SETTLERS HOSPITAL FOR A PERIOD OF TWENTY FOUR (24) MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SARAH BAARTMAN DISTRICT OFFICE					
NO. 6 GRACE STREET					
LABORIA HOUSE – ROOM 102					
PORT ELIZABETH					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO					
CONTACT PERSON – CONTRACT DOCUMENT	MS. Z. MBOLOMPO/MRS. S TSWANE		CONTACT PERSON - TECHNICAL	MR. S MEYILE and MRS. L. NQENQA	
TELEPHONE NUMBER	041- 408 8031/4		TELEPHONE NUMBER	060 5579654/	
FAX NUMBER	N/A				
E-MAIL ADDRESS	Zanele.mbolompo@echealth.gov.za Stella.tswane@echealth.gov.za			Sindile.meyile@echealth.gov.za Luyanda.nqenqa@echealth.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FAX NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					

	Signature	Date
Drafted by:		6/11/2020
Recommended by: Programme Manager		6/11/2020
Reviewed by:-		
Approved By: Specification Committee		
Advert Approved By:-		6/11/2020

SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No:	MAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]				
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS				
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT, REGISTER AS PER 2.3 BELOW.				

Drafted by:	Signature	Date
Recommended by: Programme Manager		06/11/2020
Reviewed by:-		6/11/2020
Approved By: Specification Committee		
Advert Approved By:-		6/11/2020

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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


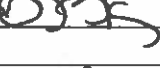
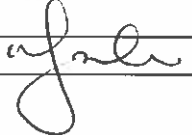
NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE:

	Signature	Date
Drafted by:		06/11/2020
Recommended by: Programme Manager		6/11/2020
Reviewed by:-		
Approved By: Specification Committee		
Advert Approved By:-		6/11/2020

PART A
INVITATION TO BID

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Invitation to Bid (SBD 1)

Document control sheet

Part 1 – Conditions of Bid

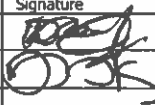
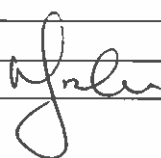
Part 2 – Conditions of Contract and Operational Requirements

Part 3 – Bid Strategy

Part 4 – Terms of Reference

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<u>Schedule F</u> –	Qualifications and experience
<u>Schedule G</u> –	Organization type
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<u>Schedule J</u> –	Financial Particulars
<u>Schedule K</u> -	Preference Points Claim Forms (SBD 6.1)
<u>Schedule L</u> -	Certificate of independent bid determination (SBD 9)



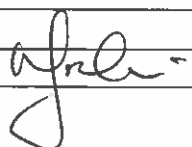
	Signature	Date
Drafted by:		06/11/2020
Recommended by: Programme Manager		
Reviewed by:-		
Approved By: Specification Committee		
Advert Approved By:-		6/11/2020

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 <ul style="list-style-type: none"> ○ The cover page and the table of content and definitions ○ Part 1 which details the Conditions of Bid; ○ 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 – <i>General Conditions of Contract</i>
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;

	Signature	Date
Drafted by:		06/11/2020
Recommended by: Programme Manager		6/11/2020
Reviewed by:-		
Approved By: Specification Committee		
Advert Approved By:-		6/11/2020

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 Part 5) 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.**

- 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. Training Programs



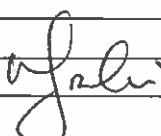
The bidder must submit a comprehensive and detailed training programs within prescribed guidelines under the following categories

1. Occupational health and safety
2. Use of Equipment
3. HACCP principles

2.6 Contingency Plan

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

- Strikes
- Steam and electrical outages
- Default on equipment

	Signature	Date
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2.7 Recruitment Strategy

The successful bidder to provide proof within the first three months that all new employees are residence at **NDLAMBE and MAKHANDA Local Municipality**.

2.8 Proof of service or delivery:

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

Diet Summary

Diet Proof

Numbers of patients catered for

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

2.9 Penalty Clauses will be monitored by contract office where the appointed bidder fails to comply as per the scope of work.

2.10 The ECDOH reserves the rights to award the to one or more than one bidder/s. The difference in point score should not exceed 10% between the lowest and the highest bid scorer.

2.11 There will be a reserve bidder appointed in a case of poor or non-delivery

2.12 If the price of offered by a tenderer scoring the highest points is not market related, the organ of state may not award the contract to the tenderer. The organs of state may:



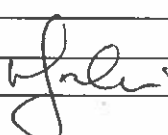
- i) Negotiate a market related price with the tenderer scoring the highest points or cancel the tender
- ii) If the tenderer does not agree to a market price, negotiate a market related price with the tenderer scoring the second highest points or cancel the tender
- iii) If the tenderer scoring the second highest points does not agree to market related price, negotiate a market related price with the tenderer scoring the third highest points or cancel the tender

2.13 If a market related price is not agreed as envisaged in paragraph (b)(iii), the organ of state must cancel the tender.

2.14 The Department may conduct in-loco inspection to verify compliance with certificate of acceptability issued by **PORT ALFRED and SETTLERS HOSPITAL**

NB:

It is a requirement that 100% of management, supervisory and 100% of operational staff must be permanently 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.

	Signature	Date
Drafted by:		06/11/2020
Recommended by: Programme Manager		4/11/2020
Reviewed by:-		
Approved By: Specification Committee		
Advert Approved By:-		6/11/2020

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

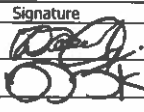

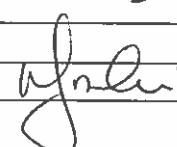
- 3.1. The closing time for the receipt of bids in response to this invitation to bid is detailed on the cover page of this invitation to bid.
- 3.2. All bids must be submitted in a sealed envelope bearing the bid number, bid description and closing date.
- 3.3. All bids must be received before the closing 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.
- 3.4. A normal time frame for closing bids is a minimum of 21 calendar days after the date of publication.

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

- 5.1 A briefing meeting and site inspection will be held in respect of this invitation to bid. The details of the briefing and site inspection are set out on the cover page of this invitation to bid. An attendance certificate will be issued to bidders signed and stamped at the briefing and will be attached to the bid document.
- 5.2 The purpose of the briefing meeting shall be to enable the prospective bidders to acquaint themselves with the requirements relating to the Service.
- 5.3 Bidders will be required to sign the attendance register on the date of the visit. Signature of these documents will constitute proof of compliance with this condition.
 - **Briefing will be held on 16 November 2020 at Port Alfred Hospital, South well Road, Port Alfred**
 - **Briefing will be held on 17 November 2020 at Settlers Hospital, Millner Street, Grahams town**

	Signature	Date
Drafted by:		06/11/2020
Recommended by: Programme Manager		6/11/2020
Reviewed by:-		
Approved By: Specification Committee		6/11/2020
Advert Approved By:-		

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. Price adjustments will be allowed as per Consumer Price Index (CPI) for the remaining period.**

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 Part 5 – Schedule F. If no details are included in the bid, it would be accepted that the bidder does not have experience.

9. PARTNERSHIPS AND LEGAL ENTITIES



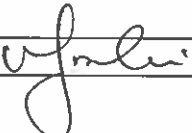
In the case of the bidder being a partnership, close corporation or a company all certificates (CK documents) reflecting the names, identity numbers and address of the partners, members or directors (as the case may be) must be submitted with the bid. These details should be submitted on the form attached as Part 5 – Schedule 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;

	Signature	Date
Drafted by:		06/11/2020
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- 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 Part 5 – Schedule H

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



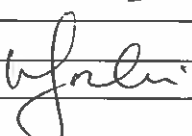
The bidder should provide full details regarding the bidders nearest office to the Institutions at which the Services are to be provided (see Part 4 of this invitation to bid). These details should be provided on the form attached as Part 5 – Schedule I which completed form, must be submitted together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

14. PREFERENCE POINTS CLAIM FORMS

Part 5 – Schedule K 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.

	Signature	Date
Drafted by:		06/11/2020
Recommended by: Programme Manager		6/11/2020
Reviewed by:-		
Approved By: Specification Committee		
Advert Approved By:-		6/11/2020

15. VALIDITY

Bid documentation submitted by the bidder will be valid and open for acceptance for a period **NOT LONGER THAN 120 DAYS**, A SUBMISSION MUST BE MADE TO THE DELGATEE FOR APPROVAL. THE VALIDITY PERIOD MUST BE OBTAINED FROM THE BIDDERS BEFORE THE LAPSE OF THE STIPULATED VALIDITY PERIOD ON THE BID DOCUMENT

VALIDITY FOR TRANSVERSAL TERM CONTRACT ARRANGED BY THE DEPARTMENT ARE SUBJECT TO A PERIOD NOT EXCEEDING 120 DAYS.

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.

	Signature	Date
Drafted by:		06/11/2020
Recommended by: Programme Manager		6/11/2020
Reviewed by:-		
Approved By: Specification Committee		
Advert Approved By:-		6/11/2020

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 bidding 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 Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive bidding.

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



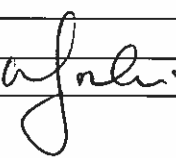
21.1 Without limitation to any other rights of the ECDoH (whether otherwise reserved in this invitation to bid or under law), the ECDoH expressly reserves the right to:-

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 bidding 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 **NDLAMBE** and **MAKHANDA** Local municipalities to reflect on the bid).

	Signature	Date
Drafted by:		06/11/2020
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Reviewed by:-		
Approved By: Specification Committee		
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21.6 Check the bidder economic development (local content)

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 Part 5 – Schedule E.

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 (as at February 2020) in the case of Companies and in the case of Close Co-operation CC.
- 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/disions/ocpo/sc/Conditions/General%20Conditiond%20of%Contract.pdf>




24. EVALUATION CRITERIA

The 80/20 preference point system as prescribed in the Preferential Procurement Policy Framework Act and its Regulations, shall be used for this contract. Eighty points will be allocated for price, and 20 points for BBBEE.

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

	Signature	Date
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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 80/20- preference points system in terms of which points are awarded to bidders on the basis of:

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

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

$$Ps = 80(1 - \frac{Pt - P_{min}}{P_{min}})$$

P_{min}

Where

Ps = Points scored for comparative price of bid under consideration

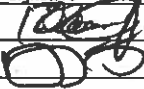

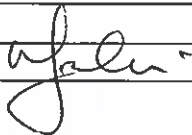
Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid


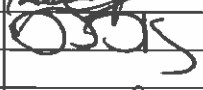
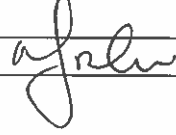
A maximum of 20 points may be allocated to bidders for attaining their B-BBEE status level of contributor in accordance with the table below:

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

N.B: Bidders are required to submit, together with their bids, original and valid B-BBEE status level verification certificates or certified copies or affidavit in case of EMEs and QSEs to substantiate their B-BBEE rating claims.

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- 24.3 A bid will not be disqualified from the bidding process if the bidder does not submit a certificate or affidavit substantiating the B-BBEE status level of contribution or is a non-Compliant contributor. Such a bidders will score 0 out of maximum of 20 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 or and affidavit in the case of EMEs and QSEs 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 SANAS accredited verification agency or a sworn affidavit for Emerging Micro Enterprise (EME) and Qualifying Small Enterprise (QSE) 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.
- 24.9 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.



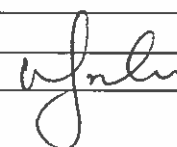
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Drafted by:		06/11/2020
Recommended by: Programme Manager		6/11/2020
Reviewed by:-		
Approved By: Specification Committee		
Advert Approved By:-		6/11/2020

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.


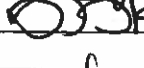
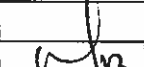

26. **The following criteria shall apply:**

- 26.1 Declaration forms (SBD 4, 8, 9) must be signed. (If forms are not fully completed, a bidder may be given 7 days to complete the forms)
- 26.2 Bidders must have attended the briefing meeting/Information sharing Meeting and be recorded as such in the register and be issued with an attendance certificate stamped and signed by a departmental official.
- 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 Proof of registration with the Centralized Supplier Database (CSD) and furnish proof of registration with the bid.

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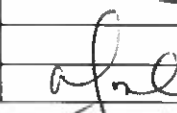

MANDATORY REQUIREMENTS

- 26.5 Proof of registration with National Provident Fund Administration for contract caterers (submit confirmation letter and list of currently registered employees, as prescribed by the Department of Labour with the bid document). In case of a supplier not having employees at present, then before the Award of the Contract Proof of the Provident Fund must be produced.(bidder to attach a letter of undertaking to take Provident Fund for its employee)
- 26.6 Proof of Registration with UIF and list of registered employees must be produced (bidder to attach a letter of undertaking to register its employee with UIF).
- 26.7 Valid Certificate of Occupational Injuries and Diseases Act (COIDA), or Tender letter from Department of Labour, the bid documentation must be completed comprehensively and correctly.
- 26.8 Bidders must be a legal entity or partnership (consortia/joint ventures are acceptable subject to Paragraph 11 of Part 1 of the Bid Document).
- 26.9 The bidder must provide suitably qualified and experienced human resource in similar services as specified in the scope of service
- 26.10.1 The Catering Manager must have a **FOOD SERVICE QUALIFICATION** with minimum of 3 years' experience
- 26.10.2 The Cook must have Cook Qualification with 3 years' relevant experience in catering services.
- 26.10 The service provider must submit with the bid a certificate of acceptability (issued by District /Metro Municipality) from the dairy farm and TBCA certificate (issued by the Department of Rural Development and Agrarian Reform) of the farm where fresh milk will be sourced and an agreement therewith to be attached as proof.
- 26.11 Attach registration certificate of the abattoir/ Butchery where meat is to be sourced and agreement between the service provider and the abattoir /Butchery.
- 26.12 Attach Developed and standardized recipes from the provided menus together with the bid document
- 26.13 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).
- 26.14 Valid Certificate of Occupational Injuries and Diseases Act (COIDA) if already registered at advert stage, or Tender letter from Department of Labour.
- 26.15 Minimum experience of 2 years in providing industrial catering services. (Attach signed client references by the senior Management of the organization on a company letter head.)

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

#	Requirement	Complied		Comment
		YES	NO	
A	CSD Registration Certificate			
B	Invitation to Bid (SBD1) completed and signed			
C	Pricing Schedule (SBD 3.1)			
D	Declaration of Interest (SBD 4)			
E	Preferential Points Claim (SBD 6.1)			
F	Declaration of Past SCM Practices (SBD 8)			
G	Certificate of Independent Bid Determination (SBD 9)			
H	Submission of Company Profile and Technical proposal with CVs and certificates of team members where applicable.			
I	Briefing Session Certificate/Information sharing meeting register			
J	JV agreement (if applicable)			
MANDATORY REQUIREMENTS				
K	The service provider must submit with the bid a certificate of acceptability (issued by District /Metro Municipality) from the dairy farm and TBCA certificate (issued by the Department of Rural Development and Agrarian Reform) of the farm where milk will be sourced and an agreement therewith to be attached as proof.			
L	Attach registration certificate of the abattoir/ butchery where meat is to be sourced.			
M	Recruitment Plan to be attached to reflect the recruitment process of sourcing labour from the Ndlambe and Makhanda Local municipalities. New employees without specialty- 100% Local Employment 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. (letter of guarantee from the reputable financial institution)			
O	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).			

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Recommended by: Programme Manager		06/10/2020
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P	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 or a letter of intent to take third party liability cover (Insurance for employees within the company)			
R	Developed and standardized recipes from the provided menus			

27. Stage 2: Functionality Evaluation

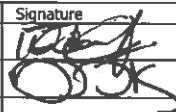
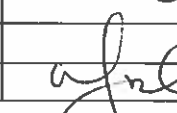

27.1 All points scored by qualifying bidders will not be taken into consideration for price evaluation.

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

ITEM	CRITERIA	SUB-CRITERIA Score	Documentary Evidence	Maximum Weight
1.	Previous experience in catering services provided in South Africa in:			
1.1	Experience of the service provider (entity in providing Industrial catering services) Institutions of Higher learning, Hospital, Hostels	3 and above years = 10 2 - 3 years = 7 1 - 2 year = 3	Client reference letter/s signed by Senior Management of the Organization where similar service has been rendered with a specific period with detailed recommendation	20
2.	Experience of key personnel: (as per the required number in the bid)			30
2.1	Experience of the Food Service Manager in an industrial catering service (e.g. Institutions of higher learning, Hospitals, Hotels etc.)	3-5 years =5 +5 years =10	CV plus Tertiary Qualification signed client reference letter on the letter head.	10
2.2	Experienced Food Service Aids in similar services	1-3 years =5 +3 years =10	CV plus client reference letter from a large scale catering company for the total number of cooks required in the bid	10

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2.3	Experience of Food Service Supervisor in the food service unit	3-5 years =5 +5 years =10	CV plus certificate in Hospitality and client reference letter	10
3.	Qualifications of key personnel			
3.1	Qualifications of the Cook	Grade 12 = 5 Grade 12 with short course in food preparation = 5	Copy of certified Educational certificate	10
4.	Financial capacity			
4.1	Financial Capacity	From R200 000 to R500 000 =15 From R500 000 and above = 25	Net worth of the Company (To attach three months Statement) Additional proof of Letter of guarantee from a financial institution	40
TOTAL				100
Minimum qualifying score				70%



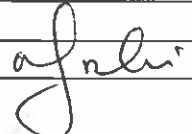
28. NOTE:

- 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



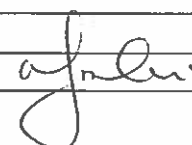
29.1. Responsive bids which comply to the 1st stage functionality evaluation will be evaluated on the 80/20-preference point system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and Regulation 6 of the Procurement Regulations. The 80 points will be allocated for price and 20 points for attaining the B-BBEE status level contributor.

The bid will be evaluated in terms of the 80/20-point system as stipulated in the Preferential Procurement Regulations, 2017.80 points will be allocated for price and 20 points for attaining the B-BBEE status level of contributor.

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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.

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PART 2

Conditions of Contract and Operational Requirements

1. CONTRACT



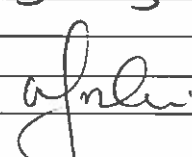
The contract for the supply of the required Service in terms of this invitation to bid shall come into being on the date of issue of the letter of acceptance of the bidders bid by the Eastern Cape Department of Health (ECDoH) and shall continue in force for a period of 18 months. The bidder is further 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 Price adjustment shall be allowed after the first 12 months of the contract.
- 2.4 Request for price increase must be supported by the documentary proof to substantiate the claim for price adjustment.
- 2.5 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.
- 2.6 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;

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- 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;


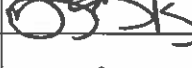
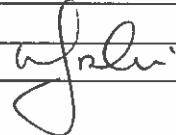
- 3.9 Provision of Services in clean and tidy manner.** The contractor shall ensure that the Services are provided in a clean and tidy manner.

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.

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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



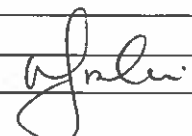
In this clause the term "Act" shall mean the Occupational Health & Safety Act, No. 85 of 1993, as amended from time to time, (including any act which may take its place should it be repealed during the currency of the agreement between the parties) as read with all regulations and standards promulgated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

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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.



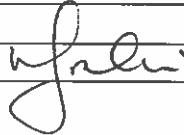
9.2 ***Compliance.*** For purposes of the contract the compliance by contractor with the stipulated responsibilities and service standards will be determined:-

- 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.
- **User satisfaction survey:** 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.

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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**


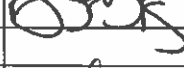

Bidders are referred to Paragraph 23 of General Conditions of Contract (GCC) relating to failure to comply with conditions of this contract.

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.

	Signature	Date
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Approved By: Specification Committee		
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PART 3
Bid Strategy

**SCMU3-20/21-184-CA: PROCUREMENT OF CATERING AND RELATED SERVICES AT
PORT ALFRED AND SETTLERS HOSPITAL**

1. INTRODUCTION

The Department of Health, Eastern Cape, is giving consideration to appointing a contractor to provide the 'soft' Facilities Management services, for twenty-four months (24) months at Port Alfred Hospital located in Port Alfred, and Settlers Hospital located in Grahams town, Eastern Cape which is District Hospitals. The following is bed availability.

The bid will be awarded per Hospital and to one bidder per hospital.

2. GENERAL

Contractors are requested to fully familiarize themselves with the total layout area, requirements and complexities of the buildings, during the bidding period, for all aspects of the service, they are bidding on in order to provide everything necessary to fully satisfy the requirements of the documents and to ensure a complete, market related and competitive bid is submitted.



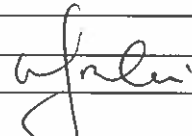
No additions to the bid will be allowed, after the bid is submitted, for any unforeseen costs by the contractor, during the stage.

2.1 THE PORT ALFRED HOSPITAL OVERVIEW

- Port Alfred Hospital: 90 beds.

Port Alfred is a 90 beds hospital with 5 wards, located in Port Alfred, Eastern Cape Province. The facility is rendering 24hr services which include the following services: Clinical Services which are Accident and emergency unit, Medical unit -26 beds, Pediatric unit -10 beds, Surgical unit -14 beds, Maternity unit – 10 beds, Out Patient department, Operating theatre, and the Neonatal unit – 4 beds (2 KMC and 2 Standard care beds).

The main facilities at the hospital are provided in a number of linked or adjacent buildings which include the main hospital building, kitchens and catering facility.

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2.2 THE SETTLERS HOSPITAL OVERVIEW

- Settlers Hospital: 166 beds

New wing ground floor area – 2586sq/m



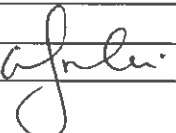
New wing basement floor area – 1212sq/m

Total = 3798sq/m

2.3

Settlers Hospital is a 166 beds hospital with 16 bed wards, located in Grahams town, Eastern Cape Province. The facility is rendering 24hr services which include the following services: Clinical Services which are Accident and emergency unit, Pediatric unit – 1 ward, Surgical unit general ward x 6 wards, Private wards x 2, ICU x 4 wards, Isolation x 3 wards, High care x 3 wards, Surgical general ward x 6, Private ward x 2, Maternity unit – 4 wards, Out Patient department/casualty, operating theatre complex, reception area, circulation, Doctor's counselling, High care x 3, main reception, new day ward, Pharmacy, Pharmacy waiting area, Private Admin, Private maternity, private Pediatrics, Private pharmacy, Private ablution, ablutions 1 and 2, Radiology, Psychiatric ward, Private storage, waiting area.

The main facilities at the hospital are provided in a number of linked or adjacent buildings which include the main hospital building, kitchens and catering facility.

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3. STAFFING STRATEGY

Bidders are to allow for the following staff provision: -



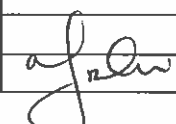
Managerial Staff requirements	Bidders are to allow for the management component (Project Manager) required for this service.																
Operational Staff requirements	Bidders will be required to utilize the existing component of food preparation personnel of the complex as listed below.																
	<table border="1"> <tr> <td></td><td>PORT ALFRED</td><td>SETTLERS HOSPITAL</td></tr> <tr> <td>Departmental kitchen Staff</td><td>0</td><td>0</td></tr> </table>		PORT ALFRED	SETTLERS HOSPITAL	Departmental kitchen Staff	0	0										
	PORT ALFRED	SETTLERS HOSPITAL															
Departmental kitchen Staff	0	0															
	<table border="1"> <tr> <td>SERVICE PROVIDERS STAFF NEEDED</td><td>PORT ALFRED</td><td>SETTLERS</td></tr> <tr> <td>FOOD SERVICE MANAGERS</td><td>1</td><td>1</td></tr> <tr> <td>FOOD SERVICE SUPERVISORS</td><td>2</td><td>4</td></tr> <tr> <td>FOOD SERVICE AIDS</td><td>8</td><td>18</td></tr> <tr> <td>SEVERS</td><td>2</td><td>10</td></tr> </table>	SERVICE PROVIDERS STAFF NEEDED	PORT ALFRED	SETTLERS	FOOD SERVICE MANAGERS	1	1	FOOD SERVICE SUPERVISORS	2	4	FOOD SERVICE AIDS	8	18	SEVERS	2	10	
SERVICE PROVIDERS STAFF NEEDED	PORT ALFRED	SETTLERS															
FOOD SERVICE MANAGERS	1	1															
FOOD SERVICE SUPERVISORS	2	4															
FOOD SERVICE AIDS	8	18															
SEVERS	2	10															
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 contract in total is to be managed centrally from PORT ALFRED and SETTLERS HOSPITAL.

The successful bidder will be required to enter into a written contract/SLA with PORT ALFRED and/or SETTLERS HOSPITAL, this contract will contain performance penalties based on service level agreements based on Part 4 – Specifications. These penalties will be negotiated by all parties prior to the signing of the above contract.

THE SUCCESFULL BIDDER WILL BE EXPECTED TO MAKE USE OF LOCAL COMMUNITY PEOPLE FOR NDLAMBE AND MAKHANDA LOCAL MUNICIPALITY

THE SUCCESFULL BIDDER WILL BE EXPECTED TO MAKE USE OF LOCAL COMMUNITY LABOUR AS MUCH AS POSSIBLE ESPECIALLY WITH REGARD TO LOWER LEVELS/RANKS.

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PART: 4



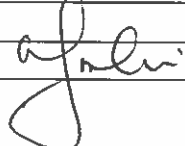
Terms of Reference

PORT ALFRED and SETTLERS HOSPITAL SOFT SERVICES BID –CATERING AND RELATED SERVICES

SPECIFICATIONS

INDEX

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

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APPENDIXES:-

Appendix 1 – Patient Catering Menu's



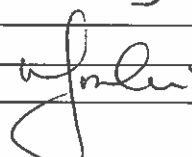
1. DEFINITION AND INTERPRETATION

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

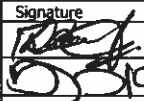

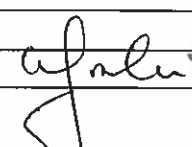
Where any capitalized term is used in this Specification/Terms of reference without being defined below, such term shall bear the meaning assigned to such term.

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



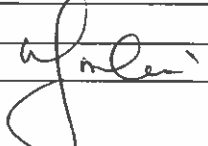
"Catering Users"	means all In Patients, Out Patients, Visitors and Staff who are users of the Catering Services;
"Contractor's Hygiene Policy"	means the standard hygiene policy supplied by the contractor at time of commencement, or such amendments thereto or replacement policy as agreed between the parties from time to time;
"Food Service Manager"	means the professional manager suitably qualified with a 3 year diploma in Hospitality or Food Service management to understand the catering & nutrition needs and dietetic needs employed by the contractors in respect of the catering services;
"Cook"	Means a person with a high school education and further on the job training/experience as a cook and be able to prepare heated food in an industrial kitchen environment complying with this output specification.
"Chef"	Means a person with a high school education and further recognized Chef Training (supported by a certificates) as a chef and be able to prepare heated food in an industrial kitchen environment complying with this output specification.
"Facilities Manager"	means the facilities manager employed or contracted by PAH and SH to manage the facilities management related services at the PAH and SH, 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;

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"Food Supplement"	means food supplements and/or substitutes provided by the PAH and SH 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 ward at the Catering Site;
"Meal Times"	means the following times at which meals are to be provided to In Patients :- <ul style="list-style-type: none"> • 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] • <i>Bidders must note that the serving times can change upon written instruction of the Facilities Manager</i>
"Non Patient Catering Service"	means the catering service to be provided by the Contractor to day visitors, staff and incidental users in accordance with the provisions 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 as attached hereto as Appendix 1; Port Alfred and Settlers Hospital
"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 Port Alfred and Settlers 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;
"Service Hours"	the hours between 05h00 and 22h00;
"Staff"	means the staff employed by the Contractor at Port Alfred and Settlers Hospital

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"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;
"Vegan Diet"	means a diet that excludes meat, poultry, fish and dairy products;
"Vegetarian Diet"	means a diet that excludes meat, poultry and fish products;
"Visitor"	Means any visitor to Port Alfred and Settlers Hospital;

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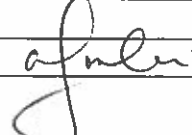
2. SCOPE OF SERVICES AND GENERAL RESPONSIBILITIES

2.1 The Contractor shall: -

- 2.1.1 provide at its own cost the cooking utensils in the kitchens for the efficient delivery of the Catering Service; The cost of any maintenance and/or repairs of all departmental equipment, hardware, will be for the account of Port Alfred and Settlers Hospital;
- 2.1.2 Port Alfred and Settlers Hospital shall provide the contractor with separate Staff facilities as agreed between the Parties within the Port Alfred and Settlers Hospital , to enable the Contractor to provide the catering service. The sizes of such facilities are fixed and non-negotiable. Should the contractor require additional facilities it is the responsibility of the contractor to source and pay for same.
- 2.1.3 Port Alfred and Settlers Hospital shall monitor and record the usage of electricity, LP gas, water and steam. Abuse of these services will be recovered from the successful service provider.

2.2 The Contractor shall :-

- 2.2.1 Provide the Port Alfred and Settlers Hospital with crockery, utensils and any other items required for the efficient delivery of the Catering Service. The maintenance and repairs of such equipment/utensils supplied over and above the equipment provided in 2.1.1 above will be for the account of the contractor.
- 2.2.2 Provide the Port Alfred and Settlers Hospital 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;
- 2.2.3 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)**
- 2.2.4 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;
- 2.2.5 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 dairy farm where milk is to be sourced.**
- 2.2.6 Implement and operate a system of assured safe catering based on Hazard Analysis and Critical Control Points (H.A.C.C.P.);
- 2.2.7 **Not utilize the facilities for any private functions;**

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- 2.2.8 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.;
- 2.2.9 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;
- 2.2.10 Contractor shall make diet sheets available and distribute to the wards.(Port Alfred and Settles Hospital paper and Machine)
- 2.2.11 ensure that the Catering Services shall include food runner/server service (from the kitchens to the various wards) for all meals, snacks and beverages to the Patients;
- 2.2.12 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;
- 2.2.13 provide suitable menu variations to take account of festive occasions;
- 2.2.14 The contractor shall take into account that the following types of diet needs to be prepared as required by the Port Alfred and Settlers Hospital Normal, Soft, Light, Low salt, Diabetic, Weight Reducing, Toddlers (1-3yrs), Child (4-12yrs), Baby (8 months to 1 yr) Puree', High Protein, Renal, Vegetarian, Psychiatry, Halaal, Clear fluid, Full fluids, Day packs(for referrals)
- 2.2.15 ensure that all food and ingredients are appropriate to the menu description and recipe for which they are intended;
- 2.2.16 ensure that meat, perishables, fruit and vegetables are appropriate to the menu description, grade and class.

2.3 Specification of ingredients

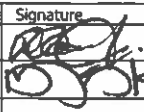

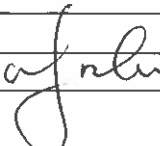
2.3.1 Fruit:

- **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 core 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.
- Clean, well formed, mature and of a uniform size

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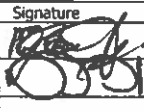

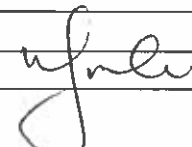
- Free from sunburn, hail marks, skin cracks, skin punctures and any other stains and physiological disorders that may noticeably reduce the quality and general attractive appearance or edibility of the fruit
- **Peaches:**
 - 44mm diameter, must be plump, mature good colour.
 - Clean, well-formed and 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

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uniform green colour and may not show signs of withering and fading. Pods should be in good condition, fairly clean and free from discoloring 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. Gem squash- 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-Annexure 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 embryo development or mould.



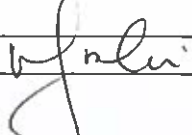
2.3.5 Poultry: shall be a frozen grade A without bruises or torn skin.

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 **TB and Cancer** 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 Hot beverages: Tea can be a catering teabag mixed to a **ratio of 2.5 g per cup of tea prepared**, 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;

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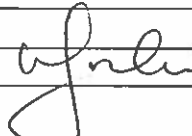
- 2.5 develop recipes, publish and circulated menu's widely to all areas of the Port Alfred and Settlers Hospital.
- 2.6 ensure that Contractors Staff maintain the requisite standard of food safety and hygiene and personal hygiene at all times through regular training;
- 2.7 ensure that all goods are stored on or in suitable shelving, pallets or containers;
- 2.8 ensure that all containers to which goods are transferred are clearly marked to identify content and storage data;
- 2.9 ensure that color coded equipment is used only in the designated area for such color coded equipment;
- 2.10 ensure that separate facilities are used for washing the equipment used for preparation of raw food;
- 2.11 ensure that measures are taken to protect food quality during preparation through employing appropriate thawing controls.
- 2.12 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
- 2.13 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 PAH, SH and the Contractor shall amend these Specifications in writing to reflect such amendment.
- 2.14 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 a central kitchen with food being issued to wards, already plated in food trolleys. 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 Port Alfred and Settlers Hospital.

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:

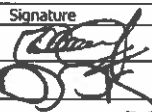

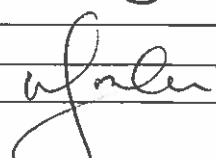
- provide meals in accordance with the Patient Catering Menu to Patients at the Meal Times.;
- provide ad hoc meals in accordance with the Patient Catering Menu for In Patients who are either admitted outside of the Meal Times or are receiving treatment during these times;
- provide Therapeutic, Religious, Vegetarian and Vegan Diets in accordance with the Patient Catering Menu to the standard required by the Port Alfred and Settlers Hospital Dieticians during the Meal Times;

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- may be requested to provide a range of simple snack meals, at the Department or Port Alfred and Settlers Hospital cost, when requested from time to time. These meals will be quoted and paid for separately and not as part of the specification;
- 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 Port Alfred and Settlers Hospital Patients' Charter, provided that such Charter shall not in any way increase the scope of the Catering Services as defined in this specification.
- 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 Port Alfred and Settlers Hospital may specify from time to time and agree with the Contractor;
- provide suitable variations to take account of all festive and religious holidays;
- 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 all food and ingredients are purchased from supply sources approved by Port Alfred and Settlers Hospital used before their used by date;
- 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;
- ensure that training is provided for the Contractors Staff involved in menu and diet development for Catering Users;
- 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 side plate cling-wrapped and served.
- Plated food with thermal cover (cling wrap). 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)**

4. Additional Responsibilities relating to commodities

- 4.1 Ensure that all food and ingredients are appropriate to the menu description and recipe for which they are intended;
- 4.2 Ensure that procedures are in place and applied to reject and record a goods delivery that is defective in any respect;
- 4.3 Ensure that all goods are stored appropriately, where necessary, packaging is removed (and all external packaging is removed), goods should be placed in the appropriate storage within the appropriate time frame and clearly identified.

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5. Additional responsibilities relating to patient meals Contractor shall ensure that:-

Routine ward visits/patient surveys will be undertaken by Contractors staff, managers and supervisors to ascertain and record patient opinion, and records of ward visits are maintained and action taken to reflect In-Patients' opinions of Services standards. Records will be filed appropriately kept for a minimum period of 3 years.

5.1 Responsibilities relating to Safety

The Contractor shall comply with all relevant health and safety legislation and policies

5.1.1 Responsibility relating to Hygiene and Quality Control

5.1.1.1 Preparation Contractor shall :-

- 5.1.1.1.1** Ensure that measures are taken to protect food quality during preparation through applying appropriate thawing controls;
- 5.1.1.1.2** Ensure that measures are taken to protect food quality during preparation through controlling quantities to match production requirements.

5.1.1.2 Cooking Contractor shall :-



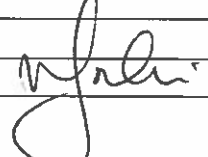
- 5.1.1.2.1** Ensure that the temperature of food is monitored and recorded after cooking process and action taken on defects.
- 5.1.1.2.2** Ensure the cooking of food for service is controlled to ensure that completion is as near as possible to the time of service.
- 5.1.1.2.3** Ensure that cooking methods are employed to ensure maintenance of quality and nutritional standards through control of production and cooking completion as near as possible to the time of service using appropriate methods.

5.1.1.3 Chilling Contractor shall :-

- 5.1.1.3.1** Ensure that the temperature of food is monitored during the chilling process and action taken on defects;
- 5.1.1.3.2** Ensure that chilled food is labelled to identify its content and maximum shelf life.

5.1.1.4 Refrigeration and Chilled Vending Equipment Contractor shall (if applicable):-

- 5.1.1.4.1** Ensure that refrigeration is clearly designated for appropriate use and details of correct working temperatures are displayed.
- 5.1.1.4.2** Ensure that temperature of refrigerators and chilled vending units are monitored, recorded and corrective action taken on defects.
- 5.1.1.4.3** Procedures are applied to discard any food, which has been stored for its maximum shelf life.

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5.1.2 Food service Contractor shall :-

5.1.2.1 Ensure that the temperature of food is monitored, recorded and action taken on any defectives in food temperature defects;

5.1.2.2 Ensure that high risk food is not made available for plating until just prior to Services commencement unless under temperature control.

5.1.3 Distribution Contractor shall :-

5.1.3.1 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;

5.1.3.2 Ensure that all food for In Patients is protected during distribution from cross contamination;

5.1.3.3 Ensure that rejection procedures in respect of temperature controls are in place and actions;

5.1.3.4 Ensure that regeneration is undertaken or supervised by an appropriately trained member of the Contractors Staff.

5.1.3.5 Provide ward hostesses at every ward for the serving of food and collecting of used dishes and serving of liquid refreshments as specified. The ward hostesses shall also 3 (three) times a day (early morning, after lunch and early evening) replenish water to the patients.

5.1.4 Dishwashing and pan washing Contractor shall :-

5.1.4.1 Ensure that dish wash and pan wash rinse temperatures are checked daily and maintained at an appropriate level; records should be kept for checking and to ensure compliance.



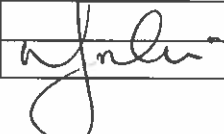
5.1.4.2 Ensure that the dishwashing and pan washing machines are emptied after use and filters are cleaned; records should be kept for checking and to ensure compliance.

5.1.4.3 Ensure that all dishwashing and pan washing equipment and supporting equipment are cleaned after use.

5.1.5 Refuse Disposal Contractor shall :-

5.1.5.1 Ensure that all refuse is disposed of efficiently in accordance with hospital waste disposal procedures;

5.1.5.2 Ensure that refuse and food waste is removed from the Catering Site as soon as practicable.

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5.1.5.3 Management of Health Care Risk Waste (HCRW): - waste generated from patients in isolation or quarantine in a designated facility or home is treated as Health Care Risk Waste SANS 10248-1:2008

Environmental Health to ensure the following,

5.1.5.4 HCRW is segregated at the point of generation and shall be

Containerized to minimize the risk contamination

5.1.5.5 The HCRW is properly packed in sealed, leak and puncture proof containers/

Boxes

5.1.5.6 The HCRW is labelled with Bio hazards symbols/sign and marked "Corona

Virus or COVID-19"

5.1.5.7 The HCRW is stored separately from other waste generated

5.1.6 Cleaning Contractor shall :-

5.1.6.1 Ensure that all areas of the Catering Site and all equipment within and associated with the Catering Services is (objectively measured) maintained in a clean Hygienic condition at all times;

5.1.6.2 Ensure that cleaning procedures are in place and applied by the Contractors Staff;

5.1.6.3 Ensure that cleaning rosters are in place and applied;

5.1.6.4 Ensure that discard procedures are in place and applied in respect of disposable cleaning materials;


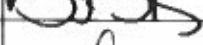
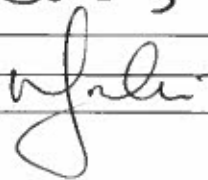
5.1.6.5 Ensure that cleaning equipment and agents are clearly defined for specific use;

5.1.6.6 Ensure that cleaning equipment and agents are stored away from food in clearly defined areas;

5.1.6.7 Ensure that cleaning equipment is thoroughly cleaned and dried immediately after use, buckets and solutions tanks stored inverted.

5.1.6.8 Ensure that ward kitchens are cleaned on a daily basis as specified.

5.1.6.9 Vapor canopy filters are to be cleaned once a month by boiling filter in tilting frying pan in a water and vinegar solution and dried.

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5.1.6.10 All open drains in the kitchen and outside the kitchen will be treated with a biodegradable cleaner agent like pit killing and fat killing, or equally approved, on a monthly basis. Records to be kept and filed accordingly.

5.1.6.11 Existing Fat trap to be cleaned and sanitized weekly

5.1.7 Pest Control Contractor shall:-

5.1.7.1 Ensure there is no evidence of infestation within food handling and associated areas of the Catering Site.

5.1.7.2 Ensure that adequate records of sightings of pests or infestation by Contractor and the corrective action taken, are maintained.

5.1.7.3 Maintain records of pest eradication undertaken.

5.1.7.4 Pest eradication services must be rendered in the kitchen by a **REGISTERED PEST CONTROL OPERATOR** in terms of the Fertilizers, farm feeds, Agricultural Remedies and Stock Act, 1947 (Act 36 of 1947) as amended to implement, manage and maintain the pest control services as specified. Proof and all registration certificate and compliance certificate shall be submitted for approval prior to commencing the pest control.

5.1.7.5 Fly killer

Supply, install and maintain Stainless Steel Electric fly killer/zapper with ultraviolet to attract flies and flying insects onto a stainless steel grit to electrocute and kill. The unit will have a coverage of at least 80m² like Firefly or equally approved. No of units to increase to ensure full coverage of kitchen

5.1.7.6 Ultraviolet anti-bacterial lights

Supply, install and maintain Ultraviolet anti-bacterial lights for kitchens to ensure a clean germ free environment

5.1 LIAISON

5.1.1 The Contractor shall regularly liaise with Catering Users/Departmental Dieticians/Soft Services Manager to determine the following:



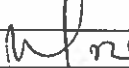
5.1.2 The range of services and meals on offer;

5.1.3 The quality of services; and

5.1.4 The accessibility of services.

5.2 The Contractor shall liaise with such persons and institutions in the provision of the Catering Services as Port Alfred and Settlers Hospital or the CEO may require from time to time.

5.3 The Contractor shall attend monthly catering meetings with the Soft Services Manager and contract management officer.

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- 5.4 The contractor shall liaise with Contract Manager about complaints and violation of the contract agreement by either the contractor or the institution.
- 5.5 The contractor shall provide the hospital with an invoice after the service has been rendered with proof of delivery of such service. Those will be but not limited:
 - 5.5.1 Attendance register of staff
 - 5.5.2 List of permanent and temporary staff for the month
 - 5.5.3 Payment schedule detailing salaries and allowances paid to the staff to ensure hospital monitoring of staff exploitation and protection.
 - 5.5.4 Signed services sheet by the supervisor at the kitchen.
 - 5.5.5 Confirmation of food delivery orders to the patients per ward.

Note

The patient menu's following as appendix 1 are to be used by bidders to finalize their costs per patient per day. These menus may change as the contract progresses but the general provisions will remain the same.

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 to the following standards to be supplied to the wards under the contract dimensions

7.ADMINISTRATION PROCEDURES



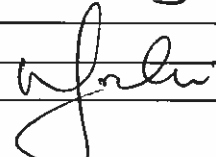
In addition to the various responsibilities stipulated in this Specification/Terms of reference, Contractor shall provide acceptable administration procedures as agreed with ECDOH

8. PROTECTIVE CLOTHING

Bidders will be expected to provide their own staff in the kitchen with industrial standards 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 Labor requirements). The results of the screening must be submitted for security by the Department. The tests shall at least include the following TB, Hepatitis B, Chest X-ray, Epilepsy, Psychiatric disability.

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10. SERVICE LEVEL AGREEMENT

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

11. CUTLERY AND CROCKERY

The successful service provider required to supply all cooking utensils 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:

- 25cm Dinner Plates catering grade porcelain
- 30cm Porridge Bowls catering grade porcelain
- 250ml cups with saucers catering grade porcelain
- 15 cm side plates catering grade porcelain
- Serving trays to suit food trolleys
- Stainless tablespoons catering grade stainless steel
- Stainless steel teaspoons catering grade stainless steel
- Catering grade milk jug with lid (1 per food trolley) catering grade stainless steel thermally insulated with a capacity of at least 2 litre
- Water jugs for water and glasses for patients in the wards
- Pediatric wards are to be supplied with a full set of industrial grade melamine crockery with a plate size of 20 cm complete with cling wrap
- All cutlery supplied at pediatric wards are to be of industrial grade stainless steel child size
- Psychiatric (mental) unit is to be supplied of a full set (as listed above) of industrial grade melamine crockery and will be complete with cling wrap. Cutlery will be of industrial grade stainless steel
- Trauma unit is to be supplied of a full set (as listed above) of industrial grade melamine crockery complete with cling wrap. Cutlery will be of industrial grade stainless steel

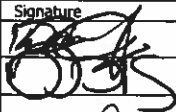
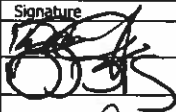
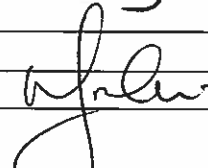
The minimum requirement of the cutlery and crockery will be as listed in the clause ***"PRICING SCHEDULE (EBCD 3.1) –Cutlery and crockery"***

The contractor will be required to supply the NMAH with the number of dishes and utensils as listed ***"PRICING SCHEDULE (EBCD 3.1) –Cutlery and crockery"***. The dishes will be porcelain like continental catering grade porcelain or equally approved. The cutlery will be catering grade manufactured from stainless steel 18/8.

NOTE THAT MELAMINE WILL BE REQUIRED AT THE MENTAL UNIT, TRAUMA UNIT AND PEADIATRIC UNIT. The service provider will be expected to do monthly stock takes, replace if necessary (due to cracks, chips and losses) and report same to the Soft Service Manager.

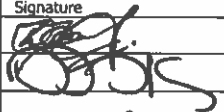
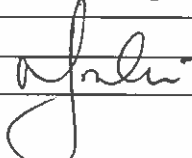
The contractor is to maintain stock levels at all times. Sharing of utensils and dishes shall under no circumstances be allowed and it is thus crucial to have stock levels complying with this Specification/Terms of reference available at all times. Service providers must note that all plated food must be covered by cling wrap to prevent contamination.

THE SUCCESSFUL BIDDER IS TO PROVIDE ALL FOOD PREPARATION UTENSILS LIKE POTS, STRAINERS, KNIFES OF SUITABLE SIZE AND OF CATERING QUALITY.

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MINIMUM LIST OF UTENSILS NEEDED IS LISTED BELOW.

MINIMUM REQUIREMENTS FOR COOKING EQUIPMENT		
DESCRIPTION	PORT ALFRED HOSPITAL	SETTLERS HOSPITAL
Convection Oven – steaming & baking	1	1
Range Electric stove - cooking	NIL	NIL
Steam pots, electric	10	1
Tilting frying pan	3	1
Bain Marie/Food warmers with inserts	1	89
Vegetable cutter with inserts	NIL	NIL
Potato peelers	NIL	NIL
Industrial blender	NIL	1
Chest freezers	1	5
Hydro boil – 25lt	1 not working	1 Not working
Food beverage servers - polycarbonate	NIL	NIL
Serving trolleys – preplated, polycarbonate big	5	6
Serving tables	NIL	1
Gas stoves – industrial 3 platesg		1
Pots – 30lts	1 20LT	5
Portion scale	2	1
Dishwasher - industrial	1 not working	1
Food mixer with inserts	1	NIL
Microwave	1	1
Gas stove – 4 plates		1
Portion scale – small	1	1

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6 PRICE VARIATION SCHEDULE

The following optional extras needs to be priced but **NOT ADDED TO THE PRICING SCHEDULE**. These prices will be used if the Department decides to include it in the contract. A separate written instruction will be given to the service provider and payment for the said service will be done over and above the contract payments.

6.1 NB:FOOD SERVER TROLLEYS (OPTIONAL not to be included in bid price) but pricing compulsory to be completed.

Bidders are to note that it will be expected that contract will include the supply and commissioning of **05 (five)** food server trolleys for Port Alfred and Settlers Hospital.

The trolleys will be of industrial type and made of tough polyethylene double walled plastic and filled with thick foam insulation and designed to work with centralized cook to serve tray lines. These carts must be able to hold safe food temperatures in a centrally plated environment the time delay between dishing and serving differs with up to an hour.

6.2 REACTIVE AND PREVENTIVE MAINTENANCE TO KITCHEN EQUIPMENT

The service provider will be expected to repair kitchen equipment and maintain it for the period of the contract. This will include the existing kitchen equipment in the kitchens consisting of gas cooking ranges, cooking pots, industrial electrical stove, tilting frying pans, urns, brain Marie, potato peelers, combi steamers, mixers, etc. **N.B** first get an approval from the Facilities Manager before commencement.

6.3 PRICING SCHEDULE FOR OPTIONAL EXTRAS



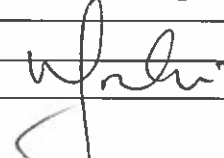
No	Description	Unit	Qty	Unit Price	VAT	Total price
1.	Food trolleys as specified above	Each	1			
2.	Reactive and preventative maintenance – Port Alfred and Settlers Hospital	Unit	1			
4.1	Cook	Unit	1			
4.2	Milk kitchen	Unit	1			

NB: FAILURE TO COMPLETE THE ABOVE WILL INVALIDATE YOUR BID
(OPTIONAL EXTRA - DO NOT TRANSFER TO PRICING SCHEDULE)

Name of authorized bidder: _____

Signature: _____

Date: _____

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7 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 WHEN STAFF ARE PERFORMING DUTIES IN EXPOSED AREAS LIKE TB WARDS, ETC)**. The protective clothing will be a uniform of accepted standard to be used in kitchens. Staff must wear uniform for proper identification.

The Departmental staff will be issued with protective clothing by Port Alfred and Settlers Hospital



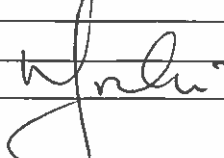
MEDICAL SCREENING OF ALL STAFF MEMBERS

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. The tests should be repeated at least annually.

8 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
3.	Foodstuffs in stores of which the use by date has expired	R2000,00 per item	20 per item
4.	Non - compliance with variations for festive seasons	R1000,00 per case	10 per case
5.	Non - compliance with specified crockery & cutlery.	R5000 per ward	50 per ward
6.	Improper portion control	R2000 per patient per plate	20 per patient per plate
7.	Use of item not specified in the menu e.g Meat does not meet specification (too fat), powdered drink instead of pure fruit juice, powdered milk instead of full cream milk, loose tea instead of teabags.	R2000 per incident per ward	20 per incident per ward
8.	Non - compliance with regard to Occupational Health and Safety Act / protective clothing	R2000,00 per incidence of transgression	20 per incidence transgression
9.	Abuse of infrastructure and equipment	R5000,00 per incident PLUS cost for repairs	50 per incidence

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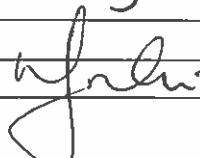
No.	Description	Penalty	Demerit points
10.	Failure to comply with hygienic standards	R10,000.00 per incident	100 per incidence
11.	Non - compliance with regard to waste disposal and removal	R1000.00 per incident	10 per incidence
12.	Pest infestation in main kitchen	R20000.00 per incident	200 per incidence
14.	Non - compliance with regard to operation times in the kitchen.	R10 000 per incident.	100 per incidence
15	Non - compliance with regard to Chef's on site	R10 000 per incident	100 per incidence
16	Non - compliance with submission of reconciled and verified income documents	R5000 per incident	50 per incidence
17	Non-submission of HR files/dummy files consisting of Id Documents, Qualifications, appointment letters indicating remuneration and Medical screening records within 2 months.	R10 000 per incident	25 per incident
18.	Non-submission of monthly payrolls duly by employees and verified attendance registers.	R10 000 per incident	25 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 food service aid	Min		Max
Remuneration for chef	Min		Max
Remuneration for food servers (ward hostess)	Min		Max
Remuneration for milk kitchen staff	Min		Max
Remuneration for store keeper	Min		Max
FAILURE TO POPULATE ABOVE TABLES MIGHT INVALIDATE YOUR BID			

Name of authorized bidder: _____

Signature: _____

Date: _____



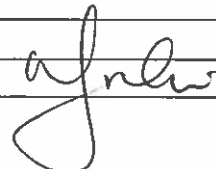
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MENUS**NOTE TO BIDDERS**

(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

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Schedule A
Government Procurement
General Conditions of Contract

Annexure A

NOTES

The purpose of this document is to:



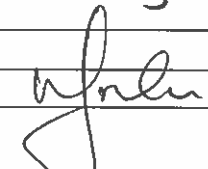
- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

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

TABLE OF CLAUSES


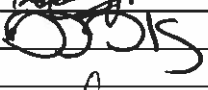
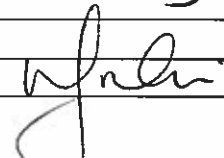
1. Definitions
2. Application
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7. Performance security
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- 25. Force Majeure
 - 26. Termination for insolvency
 - 27. Settlement of disputes
 - 28. Limitation of liability
 - 29. Governing language
 - 30. Applicable law
 - 31. Notices
 - 32. Taxes and duties
- General Conditions of Contract**

1. Definitions 1. The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

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- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission)

designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

- 1.14 "GCC" means the General Conditions of Contract.

- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.



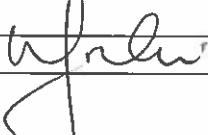
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.

- 1.21 "Purchaser" means the organization purchasing the goods.

- 1.22 "Republic" means the Republic of South Africa.

- 1.23 "SCC" means the Special Conditions of Contract.

- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General



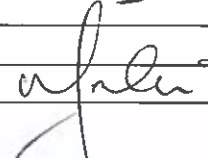
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and Terms of Reference.

5. Use of Contract Documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any Terms of Reference, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

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6. Patient rights

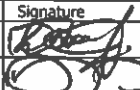

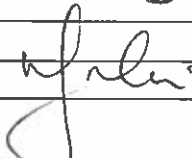
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance Security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- 11.1.1.1.1 a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- 11.1.1.1.2 a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or

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services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

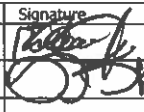

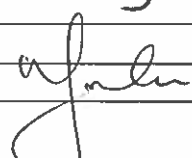
- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

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13. Incidental Services

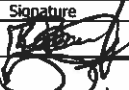

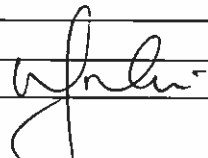
- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; performance or supervision of maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (d) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

9 Spare parts

- 9.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and Terms of Reference of the spare parts, if requested.

15. Warranty

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

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under normal use of the supplied goods in the conditions prevailing in the country of final destination.

- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

17. Prices

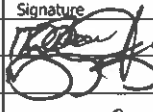

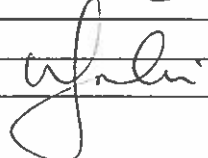
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract Amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

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20. Subcontracts

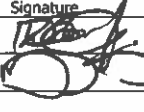

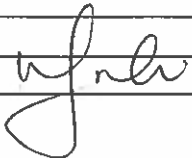
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause
- 21.6 without the application of penalties.
- 21.7 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

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performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

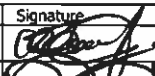
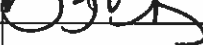
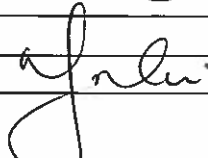
- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek

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all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;



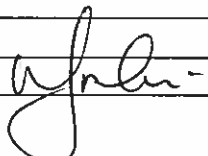
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29 Governing Language

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable Law

- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.



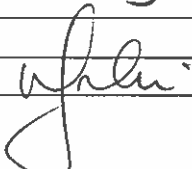
	Signature	Date
Drafted by:		06/11/2020
Recommended by: Programme Manager		6/11/2020
Reviewed by:-		
Approved By: Specification Committee		
Advert Approved By:-		6/11/2020

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and Duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.



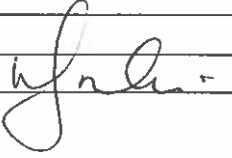
	Signature	Date
Drafted by:		06/11/2020
Recommended by: Programme Manager		6/11/2020
Reviewed by:-		
Approved By: Specification Committee		
Advert Approved By:-		6/11/2020

PART 5
Schedule B
CSD REGISTRATION CERTIFICATE

TAX CLEARANCE REQUIREMENTS

IT IS A CONDITION OF BIDDING:-

1. The Department of Health will verify the tax compliance status of bidders on the central Supplier Database (CSD) for all price quotations and competitive bids exceeding the value of R30 000 (Vat inclusive) prior to award as per National Treasury Instruction no 4A of 2016/17 Central Supplier Database.

	Signature	Date
Drafted by:		06/11/2020
Recommended by: Programme Manager		01/12/2020
Reviewed by:-		
Approved By: Specification Committee		
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Pricing Schedule

SBD 3.2

PRICING SCHEDULE – FIRM PRICES (SERVICES) PORT ALFRED HOSPITAL

Bidder No.	SCMU3-20/21-184-CA: PORT ALFRED HOSPITAL
Bidder Description	PROCUREMENT OF CATERING SERVICES AT PORT ALFRED HOSPITAL FOR THE PERIOD FOR 24 MONTHS

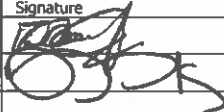
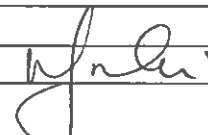
Name of Bidder	
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OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.


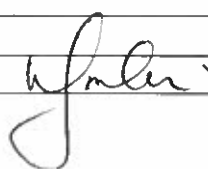
No.	Description	Unit	Estimate Qty	Unit Cost per patient p/d	Cost per patient p/m	Total Cost per Annum
	Port Alfred Hospital					
1.	NORMAL DIET					
1.1.1	Serving of Early morning tea Port Alfred Hospital (normal diet)	Serving	90			
1.1.2	Serving of breakfast as per menu (normal diet) – Port Alfred Hospital	Serving	90			
1.1.3	Serving of lunch as per attached menu (normal diet) – Port Alfred Hospital	Serving	90			
1.1.4	Serving of supper (normal diet) as per attached menu – Port Alfred Hospital	Serving	90			
1.1.5	Serving of evening snack (normal diet) as per attached menu – Port Alfred Hospital	Serving	90			
SUB TOTAL (1) Port Alfred Hospital (Carry forward to schedule below)						
2.	Port Alfred Hospital Psychiatric Ward					
2.1	Serving of Early morning tea Mental	Serving	10			
2.2	Serving of breakfast as per menu (psychiatric diet) – psychiatric	Serving	10			
2.3	Serving of lunch as per attached menu (psychiatric diet) – psychiatric	Serving	10			
2.4	Serving of afternoon snack (psychiatric diet) as per attached menu – psychiatric	Serving	10			
2.5	Serving of supper (psychiatric diet) as per attached menu – psychiatric	Serving	10			
2.6	Serving of evening snack (psychiatric diet) as per attached menu – psychiatric	Serving	10			

No.	Description	Unit	Qty	Unit Price	Total Price
4.	CUTLERY AND CROCKERY				
4.1	PORT ALFRED HOSPITAL				
4.1.1	Plate (size 25 cm) catering grade porcelain	Each	150		
4.1.2	Side plate size 15 mm) catering grade porcelain	Each	150		

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Drafted by:	Signature	Date
Recommended by: Programme Manager		06/11/2020
Reviewed by:-		4/11/2020
Approved By: Specification Committee		
Advert Approved By:-		6/11/2020

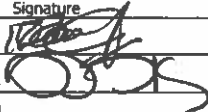
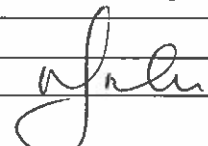
No.	Description	Unit	Qty	Unit Price	Total Price
4.1.3	Soup plate/Porridge bowl (20 cm) catering grade porcelain	Each	150		
4.1.4	Cups & saucers (250 ml) catering grade porcelain	Each	150		
4.1.5	Water bottle & Glass	Each	150		
4.1.6	Teaspoon catering grade stainless steel	Each	150		
4.1.7	Dessert spoon catering grade stainless steel	Each	150		
4.1.8	Catering grade stainless steel insulated milk jug with a capacity of 2 litre	Each	40		
4.5.7	Child's Dessert spoon catering grade stainless steel	Each	20		
4.5.8	Catering grade stainless steel insulated milk jug with a capacity of 2 litre	Each	5		
4.5.9	Catering grade stainless steel sugar bowl with lid and a capacity of 1 litre	Each	5		
4.6	PORT ALFRED HOSPITAL- COOKING EQUIPMENT AND UTENSILS				
4.6.1	Cooking equipment, pots and utensils as per Clause 7 " <i>Minimum list of cooking equipment and utensils required</i> " listed in this document	Unit	1		
SUB TOTAL (4) Cutlery and crockery, Cooking Equipment, pots and utensils (Carry forward to schedule below)					
5.	PEST CONTROL				
5.1	Pest control to kitchen and cafeteria – PORT ALFRED HOSPITAL	Each	1		
5.2	<u>Port Alfred and Hospital</u> Stainless steel Electric fly killer/zapper with ultraviolet to attract flies and flying insects onto a stainless steel grit to electrocute and kill. The unit will have a coverage of at least 80m ² like Firefly or equally approved. No of units to increase to ensure full coverage of kitchen	Sets	4		
5.3	<u>Port Alfred Hospital</u> Anti-bacterial ultraviolet light	Unit	1		
SUB TOTAL (5) Pest Control(Carry forward to schedule below)					
6	FAT TREATMENT AND CLEANLINESS				
6.1	<u>Port Alfred Hospital</u> fat king, or equally approved, monthly biological treatment to all kitchen drains as specified cost per month)	Unit	5		
6.3	<u>Port Alfred Hospital</u> Cleaning And maintenance to fat trap	Unit	5		
6.5	<u>Port Alfred Hospital</u> Cleaning of vapour canopy filters as specified (monthly cost)	Unit	5		
6.7	<u>Port Alfred Hospital</u> Deep Cleaning of kitchen area including cold room, freezer room, store, etc. as specified (monthly cost)	Unit	5		
SUB Total (6) Fat treatment and cleanliness (Carry forward to schedule below)					

Drafted by:	Signature	Date
Recommended by: Programme Manager		06/11/2020
Reviewed by:-		6/11/2020
Approved By: Specification Committee		
Advert Approved By:-		6/11/2020

No	Description	Unit	Qty	Monthly Cost	Annual Cost
7.	STAFFING				
7.1	Food service Manager	Unit	1		
7.2	Food Service supervisor	Unit	2		
7.4	Cook	Unit	3		
7.5	Food Service Aids	Unit	4		
7.6	Food Servers (ward hostess)	Unit	8		
SUB TOTAL (7) Staffing (Carry forward to schedule below)					

No	Description	Price carried forward
	SUBTOTALS CARRIED FORWARD FROM ABOVE	
1	Subtotal (1): Port Alfred Hospital	
2	Subtotal (2): Port Alfred Hospital Psychiatric Ward	
3	Subtotal (4): Cutlery and Crockery, Cooking Equipment, Pots and Utensils	
4	Subtotal (5): Pest Control	
5	Subtotal (6): Fat Treatment and Cleanliness	
6	Subtotal (7): Staffing	
	Total Tender Price	
	VAT	
	Total inclusive of VAT	

Please Confirm that you are authorized by your company to sign this form by signing next to the YES.		YES
Signed	Authorized Signatory 1	Authorized Signatory 2
Name		
Position		
Date		

Drafted by:	Signature	Date
Recommended by: Programme Manager		06/11/2020
Reviewed by:-		6/11/2020
Approved By: Specification Committee		
Advert Approved By:-		6/11/2020

Pricing Schedule

SBD 3.2

PRICING SCHEDULE – FIRM PRICES (SERVICES) SETTLERS HOSPITAL

Bidder No.	SCMU3-20/21-184-CA: SETTLERS HOSPITAL
Bidder Description	PROCUREMENT OF CATERING SERVICES AT SETTLERS HOSPITAL FOR THE PERIOD FOR 24 MONTHS

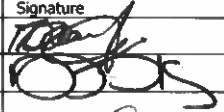
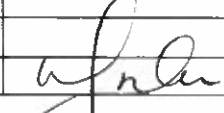

Name of Bidder	
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OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.


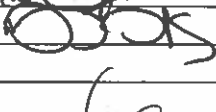
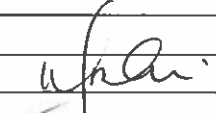
No.	Description	Unit	Estimate Qty	Unit Cost per patient p/d	Cost per patient p/m	Total Cost per Annum
	Settlers Hospital					
1.	NORMAL DIET					
1.1.1	Serving of Early morning tea Settlers Hospital (normal diet)	Serving	166			
1.1.2	Serving of breakfast as per menu (normal diet) – Port Settlers Hospital	Serving	166			
1.1.3	Serving of lunch as per attached menu (normal diet) – Settlers Hospital	Serving	166			
1.1.4	Serving of supper (normal diet) as per attached menu – Settlers Hospital	Serving	166			
1.1.5	Serving of evening snack (normal diet) as per attached menu – Settlers Hospital	Serving	166			
	SUB TOTAL (1) Settlers Hospital (Carry forward to schedule below)					
2.	Settlers Hospital Psychiatric Ward					
2.1	Serving of Early morning tea psychiatric	Serving	12			
2.2	Serving of breakfast as per menu (psychiatric diet) – Psychiatric	Serving	12			
2.3	Serving of lunch as per attached menu (psychiatric diet) – psychiatric	Serving	12			
2.4	Serving of afternoon snack (psychiatric diet) as per attached menu – psychiatric	Serving	12			
2.5	Serving of supper (psychiatric diet) as per attached menu – psychiatric	Serving	12			
2.6	Serving of evening snack (psychiatric diet) as per attached menu – psychiatric	Serving	12			

No.	Description	Unit	Qty	Unit Price	Total Price
4.	CUTLERY AND CROCKERY				
4.1	SETTLERS HOSPITAL				
4.1.1	Plate (size 25 cm) catering grade porcelain	Each	200		
4.1.2	Side plate size 15 mm) catering grade porcelain	Each	200		

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Drafted by:	Signature	Date
Recommended by: Programme Manager		06/11/2020
Reviewed by:-		4/11/2020
Approved By: Specification Committee		
Advert Approved By:-		6/11/2020



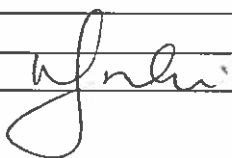
No.	Description	Unit	Qty	Unit Price	Total Price
4.1.3	Soup plate/Porridge bowl (20 cm) catering grade porcelain	Each	200		
4.1.4	Cups & saucers (250 ml) catering grade porcelain	Each	300		
4.1.5	Water bottle & Glass	Each	300		
4.1.6	Teaspoon catering grade stainless steel	Each	200		
4.1.7	Dessert spoon catering grade stainless steel	Each	200		
4.1.8	Catering grade stainless steel insulated milk jug with a capacity of 2 litres	Each	15		
4.5.7	Child's Dessert spoon catering grade stainless steel	Each	15		
4.5.8	Catering grade stainless steel insulated milk jug with a capacity of 2 litre	Each	15		
4.5.9	Catering grade stainless steel sugar bowl with lid and a capacity of 1 litre	Each	15		
4.6	SETTLERS HOSPITAL- COOKING EQUIPMENT AND UTENSILS				
4.6.1	Cooking equipment, pots and utensils as per Clause 7 " <i>Minimum list of cooking equipment and utensils required</i> " listed in this document	Unit	05		
SUB TOTAL (4) Cutlery and crockery, Cooking Equipment, pots and utensils (Carry forward to schedule below)					
5.	PEST CONTROL				
5.1	Pest control to kitchen and cafeteria – SETTLERS HOSPITAL	Each	1		
5.2	<u>Settlers Hospital</u> Stainless steel Electric fly killer/zapper with ultraviolet to attract flies and flying insects onto a stainless steel grit to electrocute and kill. The unit will have a coverage of at least 80m ² like Firefly or equally approved. No of units to increase to ensure full coverage of kitchen	Sets	6		
5.3	<u>Settlers Hospital</u> Anti-bacterial ultraviolet light	Unit	1		
SUB TOTAL (5) Pest Control(Carry forward to schedule below)					
6	FAT TREATMENT AND CLEANLINESS		1		
6.1	<u>Settlers Hospital</u> Fat king, or equally approved, monthly biological treatment to all kitchen drains as specified cost per month)	Unit	1		
6.3	<u>Settlers Hospital</u> Cleaning And maintenance to fat trap	Unit	1		
6.5	<u>Settlers Hospital</u> Cleaning of vapour canopy filters as specified (monthly cost)	Unit	1		
6.7	<u>Settlers Hospital</u> Deep Cleaning of kitchen area including cold room, freezer room, store, etc. as specified (monthly cost)	Unit	1		
SUB Total (6) Fat treatment and cleanliness (Carry forward to schedule below)					

Drafted by:	Signature	Date
Recommended by: Programme Manager		06/11/2020
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Approved By: Specification Committee		
Advert Approved By:-		6/11/2020

No	Description	Unit	Qty	Monthly Cost	Annual Cost
7.	STAFFING				
7.1	Food service Manager	Unit	1		
7.2	Food Service supervisors	Unit	2		
7.4	Cook	Unit	4		
7.5	Food Service Aids	Unit	12		
7.6	Food Servers (ward hostess)	Unit	13		
SUB TOTAL (7) Staffing (Carry forward to schedule below)					

No	Description	Price carried forward
	SUBTOTALS CARRIED FORWARD FROM ABOVE	
1	Subtotal (1): Settlers Hospital	
2	Subtotal (2): Settlers Hospital Psychiatric Ward	
3	Subtotal (4): Cutlery and Crockery, Cooking Equipment, Pots and Utensils	
4	Subtotal (5): Pest Control	
5	Subtotal (6): Fat Treatment and Cleanliness	
6	Subtotal (7): Staffing	
	Total Tender Price	
	VAT	
	Total inclusive of VAT	



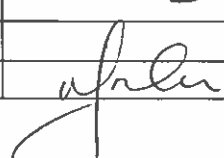
Please Confirm that you are authorized by your company to sign this form by signing next to the YES.		YES
Signed	Authorized Signatory 1	Authorized Signatory 2
Name		
Position		
Date		

	Signature	Date
Drafted by:		06/11/2020
Recommended by: Programme Manager		6/11/2020
Reviewed by:-		
Approved By: Specification Committee		
Advert Approved By:-		6/11/2020

Please indicate what percentage (%) of the following makes up your cost structure (indicate where applicable):

- Does offer comply with Terms of Reference? *YES/NO
- If not to Terms of Reference, indicate deviation(s)
- Period required for delivery after issuing and order
- *Delivery: Firm/not firm
- Delivery basis (all delivery costs must be included in the bid price)

Note: Prices must be inclusive of Vat. All delivery costs must be included in the bid price, for delivery at the prescribed destination

	Signature	Date
Drafted by:		06/11/2020
Recommended by: Programme Manager		6/11/2020
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Approved By: Specification Committee		
Advert Approved By:-		6/11/2020

PRICE ADJUSTMENTS

A

NON-FIRM PRICES SUBJECT TO ESCALATION

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

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{D4t}{D4o} \right) + VPt$$

Where:

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

3. **The Applicable Consumer Price Index for Catering Industry must be used when calculating the bid price.**
4. **FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.**


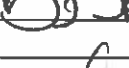
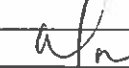


eg. Labour, transport etc.)	CENTAGE OF BID PRICE

SBD 3.2



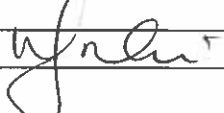
B

PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. **Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.**
- 2.



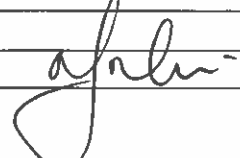
	Signature	Date
Drafted by:		06/11/2020
Recommended by: Programme Manager		6/11/2020
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Approved By: Specification Committee		
Advert Approved By:-		6/11/2020

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

	Signature	Date
Drafted by:		06/11/2020
Recommended by: Programme Manager		6/11/2020
Reviewed by:-		
Approved By: Specification Committee		
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2. **Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)**

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

	Signature	Date
Drafted by:		06/11/2020
Recommended by: Programme Manager		4/11/2020
Reviewed by:-		
Approved By: Specification Committee		
Advert Approved By:-		6/11/2020

PART 5
Schedule D
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.
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" 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.

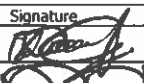

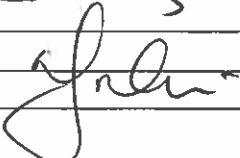
2.7 Are you or any person connected with the bidder **YES / NO**
presently employed by the state?

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:

	Signature	Date
Drafted by:		06/11/2020
Recommended by: Programme Manager		6/11/2020
Reviewed by:-		
Approved By: Specification Committee		6/11/2020
Advert Approved By:-		

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**



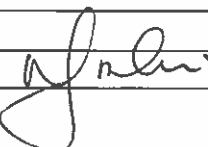
2.10.1 If so, furnish particulars.

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

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? **YES / NO**

2.11.1 If so, furnish particulars:

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

	Signature	Date
Drafted by:		06/11/2020
Recommended by: Programme Manager		6/11/2020
Reviewed by:-		
Approved By: Specification Committee		
Advert Approved By:-		6/11/2020

DECLARATION

I, THE UNDERSIGNED (NAME)



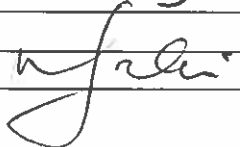
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.11.1 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS
OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

	Signature	Date
Drafted by:		06/11/2020
Recommended by: Programme Manager		6/11/2020
Reviewed by:-		
Approved By: Specification Committee		
Advert Approved By:-		6/11/2020

PART 5

Schedule E

Declaration of Bidder's Past Supply Chain Management Practices



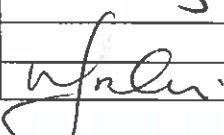
SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 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.
- 4 **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? (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).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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)? 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.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>

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	Signature	Date
Drafted by:		06/11/2020
Recommended by: Programme Manager		6/11/2020
Reviewed by:-		
Approved By: Specification Committee		
Advert Approved By:-		6/11/2020

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 <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....



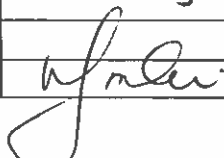
Date

.....

Position

.....

Name of Bidder

	Signature	Date
Drafted by:		06/11/2020
Recommended by: Programme Manager		6/11/2020
Reviewed by:-		
Approved By: Specification Committee		
Advert Approved By:-		6/11/2020

PART 5
Schedule F

Qualifications and Experience

1. Details of the extent of the bidder's 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:



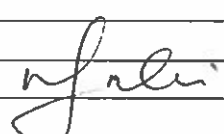
SIGNATURE OF (ON BEHALF OF) BIDDER

NAME IN CAPITALS

In the presence of:

1.

2.

	Signature	Date
Drafted by:		06/11/2020
Recommended by: Programme Manager		6/11/2020
Reviewed by:-		
Approved By: Specification Committee		
Advert Approved By:-		6/11/2020

PART 5
Schedule G
Organization type

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

The bidder comprises of the following partners/members/directors :

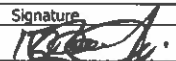

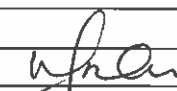
1. NAME _____
ADDRESS : _____
ID NUMBER: _____
2. NAME : _____
ADDRESS : _____
ID NUMBER: _____
3. NAME : _____
ADDRESS : _____
ID NUMBER: _____
4. NAME : _____
ADDRESS : _____
ID NUMBER: _____
5. NAME : _____
ADDRESS : _____
ID NUMBER: _____

SIGNATURE OF (ON BEHALF OF) BIDDER

NAME IN CAPITALS

In the presence of :

1.
2.

	Signature	Date
Drafted by:		06/11/2020
Recommended by: Programme Manager		6/11/2020
Reviewed by:-		
Approved By: Specification Committee		
Advert Approved By:-		6/11/2020

Schedule H

Organizational structure

-
- This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

NAME IN CAPITALS

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 : _____



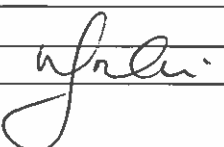
SIGNATURE OF (ON BEHALF OF) BIDDER

NAME IN CAPITALS

In the presence of :

1.

2.

	Signature	Date
Drafted by:		06/11/2020
Recommended by: Programme Manager		6/11/2020
Reviewed by:-		
Approved By: Specification Committee		
Advert Approved By:-		6/11/2020

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: **SCMU3-20/21-184-CA**

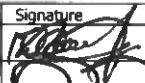

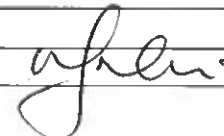
	<u>FINANCIAL POSITION OF BIDDER</u> I/we hereby certify that I/we have the necessary financial capacity and resources to execute the above contract successfully for the bid amount. I / we hereby attach letter confirming availability of financial resources from the financial institution. I / we give the ECDH 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 favorably 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

NAME IN CAPITALS

In the presence of :

1.
2.

	Signature	Date
Drafted by:		26/11/2020
Recommended by: Programme Manager		6/11/2020
Reviewed by:-		
Approved By: Specification Committee		
Advert Approved By:-		6/11/2020

PART 5
Schedule K

SBD 6.1

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)



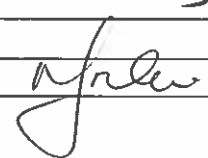
do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)



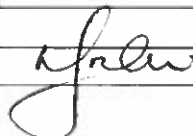
1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on 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

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	Signature	Date
Drafted by:		06/11/2020
Recommended by: Programme Manager		6/11/2020
Reviewed by:-		
Approved By: Specification Committee		
Advert Approved By:-		6/11/2020

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.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ 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.

	Signature	Date
Drafted by:		06/11/2020
Recommended by: Programme Manager		6/11/2020
Reviewed by:-		
Approved By: Specification Committee		6/11/2020
Advert Approved By:-		

SBD 9

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 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.

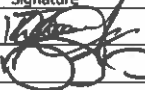


.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

	Signature	Date
Drafted by:		06/11/2020
Recommended by: Programme Manager		6/11/2020
Reviewed by:-		
Approved By: Specification Committee		
Advert Approved By:-		6/11/2020

SBD 6.1**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:



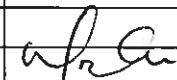

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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.

	Signature	Date
Drafted by:		06/11/2020
Recommended by: Programme Manager		6/11/2020
Reviewed by:-		
Approved By: Specification Committee		
Advert Approved By:-		6/11/2020

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10



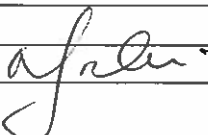
$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

	Signature	Date
Drafted by:		06/11/2020
Recommended by: Programme Manager		6/11/2020
Reviewed by:-		
Approved By: Specification Committee		
Advert Approved By:-		6/11/2020

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

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

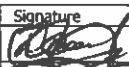

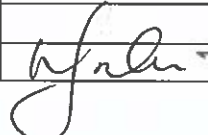
- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be sub Contracted.....%

	Signature	Date
Drafted by:		06/11/2020
Recommended by: Programme Manager		6/11/2020
Reviewed by:-		
Approved By: Specification Committee		
Advert Approved By:-		6/11/2020

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

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

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

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm.....



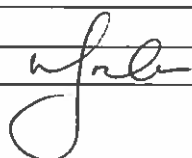
8.2 VAT registration number.....

8.3 Company registration number.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

	Signature	Date
Drafted by:		06/11/2020
Recommended by: Programme Manager		06/11/2020
Reviewed by:-		
Approved By: Specification Committee		
Advert Approved By:-		06/11/2020

Part 5 - Schedule C
Pricing Schedule

PRICING SCHEDULE - NON FIRM PRICES
PORT ALFRED and SETTLERS HOSPITAL



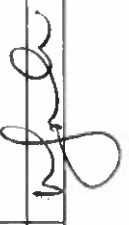
SBD 3.2

Bidder No. **SCMU3-20/21-184-CA**
Bidder Description **PROVISION OF CATERING SERVICES AT PORT ALFRED and SETTLERS HOSPITAL FOR THE PERIOD OF 24 MONTHS**



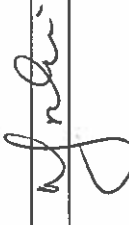
Name of Bidder

14. MENU PRICE SCHEDULE (COMPULSORY & RETURNABLE)

Item No	Type of Menu	Early morning snack (where applicable)	Breakfast	Lunch	Afternoon snack (where Applicable)	Supper	Evening snack	Total per day	VAT	Total cost per patient per day
1	NORMAL DIET									
2	LIGHT DIET									
3	Diabetic / weight loss diet									
4	High Protein diet									
6	Paediatric Diet 4-12 years									

Drafted by:	Signature	Date
Recommended by: Programme Manager		06/11/2020
Reviewed by:-		06/11/2020
Approved By: Specification Committee		06/11/2020
Advert Approved By:-		

Item No	Type of Menu	Early morning snack (where applicable)	Breakfast	Lunch	Afternoon snack (where Applicable)	Supper	Evening snack	Total per day	VAT	Total cost per patient per day
7	Toddler Diet 1-3 years									
8	Starter diet 6-7 months,									
9	Low Fat & Cholesterol & Salt free diet									
10	Low Residue Diet									
11	Renal diet									
12	Vegetarian diet									
13	Soft Diet									
14	Puree/Sloppy diet									
15	Full fluid diet									
16	Baby diet 8 months to 1 year									
17	Day Pack									
18	Clear Fluid									

Drafted by:	Signature	Date
Recommended by: Programme Manager		06/11/2020
Reviewed by:-		6/11/2020
Approved By: Specification Committee		
Advert Approved By:-		6/11/2020



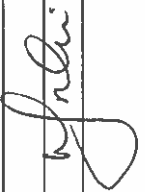
Item No	Type of Menu	Early morning snack (where applicable)	Breakfast	Lunch	Afternoon snack (where Applicable)	Supper	Evening snack	Total per day	VAT	Total cost per patient per day
19	Day Packs									
20	Starter/Catch up Formula									
21	Starter Diet (6-7 months)									
22	Halaal									

NB: FAILURE TO COMPLETE THE ABOVE WILL INVALIDATE YOUR BID

Name of authorized bidder:

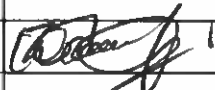
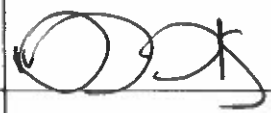
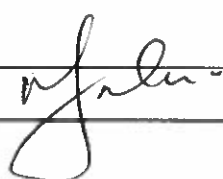
Signature:



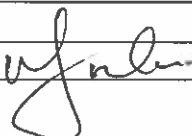
Date:

Drafted by:	Signature	Date
Recommended by: Programme Manager		06/11/2020
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DOCUMENT CONTROL SHEET

PROVISION OF CATERING SERVICES AT PORT ALFRED AND SETTLERS HOSPITALS SCMU3-20/21-0184-CA

Revision			
Drafted By	Date:	Name:	Signature:
	06 NOVEMBER 2020	MS. Z. MBOLOMPO	
Recommended by: Programme Manager	Date:	Name:	Signature:
	06 NOVEMBER 2020	MR. D. MAKULUMA	
Approved By: Specification Committee	Date:	Name:	Signature:
	06 NOVEMBER 2020	MRS. M. DE VOS	
Advert Approved By:	Date:	Name:	Signature:
	06 NOVEMBER 2020	DR. B. MZILENI	

	Signature	Date
Drafted by:		06/11/2020
Recommended by: Programme Manager		6/11/2020
Reviewed by:-		
Approved By: Specification Committee		
Advert Approved By:-		6/11/2020