

**PROVINCE OF  
THE EASTERN CAPE**



**PROVINCE OF  
THE EASTERN CAPE**

**DEPARTMENT OF EDUCATION**

**CONTRACT NO: SCMU6-24/25-0001**

**STANDARD BIDDING DOCUMENT: APPOINTMENT OF SERVICE  
PROVIDER FOR THE RENDERING OF CATERING SERVICES AT  
01 ECDOE SUBSIDIZED SCHOOL WITH BOARDING FACILITY  
(SCHOOL HOSTEL) -BARKLEY EAST HIGH SCHOOL**

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**Issued by:**

Province of the Eastern Cape  
Department of Education  
Private Bag X0032  
BISHO  
5605

**Prepared by:**

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Zone 6, Zwelitsha  
5605

Tel: (040) 608 4524  
Contact Person: Mr. P.Nxozana

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**Name of Bidder:** \_\_\_\_\_

**Closing Date:**           **16<sup>TH</sup> MAY 2024**

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	SCMU6-24/25-0001	CLOSING DATE:	16 MAY 2024	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER FOR THE RENDERING OF CATERING SERVICES AT 01 ECDOE SUBSIDIZED SCHOOL WITH BOARDING FACILITY (SCHOOL HOSTEL) -BARKLEY EAST HIGH SCHOOL				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
RECEPTION AREA OF THE DEPARTMENT OF EDUCATION,					
STEVE VUKILE TSHWETE EDUCATION COMPLEX , ZONE 6,					
ZWELITSHA					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MR. P. NXOZANA		CONTACT PERSON	MR. M DANGAZELA	
TELEPHONE NUMBER	040 608 4524		TELEPHONE NUMBER	(040)608 4494	
FACSIMILE NUMBER	040 608 4663		FACSIMILE NUMBER		
E-MAIL ADDRESS	pakamile.nxozana@ecdoe.gov.za		E-MAIL ADDRESS	mfuneko.dangazele@ecdoe.gov.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> NO		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
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 ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					

2

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

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

Name of bidder:.....	Bid number: <b>SCMU6-24/25-0001</b>
Closing Time <b>11:00</b>	Closing date: <b>16<sup>TH</sup> MAY 2024</b>

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

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

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

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

\*Delete if not applicable

4

SBD 3.2

**PRICING SCHEDULE – NON-FIRM PRICES  
(PURCHASES)**

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

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

Name of bidder:.....	Bid number: <b>SCMU6-24/25-0001</b>
Closing Time <b>11:00</b>	Closing date: <b>16<sup>TH</sup> MAY 2024</b>

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

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

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

**\*Delete if not applicable**

**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:

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

Where:

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

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

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

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

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

6

**B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

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

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

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

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

## SPECIFIC GOALS

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Specific goals.

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS AND DEFINITIONS**

### 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 not exceed R50 000 000 (all applicable taxes included) and therefore the ..... preference point system shall be applicable; or
- b) Either the 80/20 preference point system will be applicable to this tender.

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific goals.

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

	POINTS
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	
<b>Total points for Price and Specific goals must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit the required documents to substantiate the points claimed with the bid, will be interpreted to mean that points for specific goals 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 specific goals in any manner required by the purchaser.

### 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.





- (b) **“Specific goals”** means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in *Government Gazette* No. 16085 dated 23 November 1994
- (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. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

**3.1 POINTS AWARDED FOR PRICE (the 80/20 or 90/10 preference point systems)**

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

$$Ps = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right) \quad \text{or} \quad Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = Price of lowest acceptable bid

### 3.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT.

#### 3.2.1 POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

Where

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

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of Regulation 3 (1) an organ of state must, in the tender documents, stipulate the specific goal in the invitation to submit the tender for which a point may be awarded, and the number of points that will be awarded to each goal, and proof of the claim for such goal.

SPECIFIC GOAL	NUMBER OF POINTS FOR (80/20 PREFERENCE SYSTEM)	NUMBER OF POINTS (90/10 PREFERENCE SYSTEM)
Women Participation	5	2
Person with Disabilities	2	2
Promotion of Youth	5	2
Enterprises located in the Eastern Cape Province	6	2
Promotion of Military Veterans	2	2

10

**5. BID DECLARATION**

5.1 Bidders who claim points in respect of specific goals must complete the following:

<b>SPECIFIC GOAL</b>	<b>NUMBER OF POINTS FOR (80/20 PREFERENCE SYSTEM)</b>	<b>NUMBER OF POINTS (90/10 PREFERENCE SYSTEM)</b>
Women Participation	5	
Person with Disabilities	2	
Promotion of Youth	5	
Enterprises located in the Eastern Cape Province	6	
Promotion of Military Veterans	2	

**6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 3.1**

6.1 Specific goals: = ..... (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 3.1 and must be substantiated by submitting the required documents.

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

7.1 Name of company/firm:.....

7.2 VAT registration number:.....

7.3 Company registration number:.....

**7.4 TYPE OF COMPANY/ FIRM**

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



[TICK APPLICABLE BOX]

7.5

DESCRIBE PRINCIPAL BUSINESS ACTIVITIES



12

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

## 7.6 COMPANY CLASSIFICATION

- Manufacturer
  - Supplier
  - Professional service provider
  - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

7.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals indicated in paragraphs 1.4 and 5.1 of the foregoing certificates, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct; ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 5.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

13

WITNESSES

1. ....

2. ....

Page 5 of 5

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....

**THE NATIONAL TREASURY**

14

**Republic of South Africa**



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**GOVERNMENT PROCUREMENT:  
GENERAL CONDITIONS OF CONTRACT**

**July 2010**

15

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

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

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

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



**TABLE OF CLAUSES**

- 1. Definitions
- 2. Application
- 3. General
- 4. Standards
- 5. Use of contract documents and information; inspection
- 6. Patent rights
- 7. Performance security
- 8. Inspections, tests and analysis
- 9. Packing
- 10. Delivery and documents
- 11. Insurance
- 12. Transportation
- 13. Incidental services
- 14. Spare parts
- 15. Warranty
- 16. Payment
- 17. Prices
- 18. Contract amendments
- 19. Assignment
- 20. Subcontracts
- 21. Delays in the supplier's performance
- 22. Penalties
- 23. Termination for default
- 24. Dumping and countervailing duties
- 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
- 33. National Industrial Participation Programme (NIPP)
- 34. Prohibition of restrictive practices

## General Conditions of Contract

### 1. Definitions

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

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts 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.

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](http://www.treasury.gov.za)

**4. Standards**

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

**5. Use of contract documents and information; inspection.**

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

**6. Patent rights**

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

**7. Performance security**

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

**8. Inspections, tests and analyses**

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

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

## **9. Packing**

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

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

## **10. Delivery and documents**

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

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

**14. Spare parts**

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

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

**15. Warranty**

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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



24

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

**24. Anti-dumping and countervailing duties and rights**

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

may be due to him

**25. Force Majeure**

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

**28. Limitation of liability**

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 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.
- 33. National Industrial Participation (NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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



**OFFICE OF THE CHIEF DIRECTOR – HEALTH, SAFETY AND LEARNER ENRICHMENT**

Steve Vukile Tshwete Complex, Zone 6 Zwelitsha, 5608, Private Bag X0032, Bhisho, 5605 REPUBLIC OF SOUTH AFRICA:  
Enquiries: Mr. Dangazele. Tel: 040 608 4494 Fax :040 608 4372. Email: [mfuneko.dangazela@ecdoe.gov.za](mailto:mfuneko.dangazela@ecdoe.gov.za)  
Website: [www.eceducation.gov.za](http://www.eceducation.gov.za)

**REQUEST FOR BID (RFB)  
THE EASTERN CAPE DEPARTMENT OF EDUCATION INVITES ALL  
INTERESTED PARTIES TO SUBMIT BIDS FOR REQUIREMENTS AS  
STIPULATED BELOW:**

<b>DOCUMENT NUMBER:</b>	SCMU6-24/25-0001	
<b>PUBLISH DATE:</b>	26 APRIL 2024	
<b>VALIDITY PERIOD</b>	120 Days	
<b>CLOSING DATE AND TIME</b>	16 MAY 2024 11:00	
<b>DESCRIPTION:</b>	APPOINTMENT OF SERVICE PROVIDER FOR THE RENDERING OF CATERING SERVICES AT 01 ECDOE SUBSIDIZED SCHOOL WITH BOARDING FACILITY (SCHOOL HOSTEL) -BARKLEY EAST HIGH SCHOOL	
<b>PERIOD:</b>	TWENTY-FOUR (24) MONTHS	
<b>BRIEFING SESSION:</b>	MANDATORY BRIEFING SESSION WILL BE HELD ON THE 6 MAY 2024 AT BACKLY EAST HIGH SCHOOL HALL AT 11:00 .	
<b>RESPONSES TO THIS MUST BE FORWARDED TO:</b>	BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE TENDER / BID BOX SITUATED AT THE RECEPTION AREA OF THE EASTERN CAPE DEPARTMENT OF EDUCATION HEAD OFFICE, BASED IN STEVE TSHWETE COMPLEX, ZONE 6, ZWELITSHA, 5608	
<b>ENQUIRIES:</b>	Regarding SCM Processes: Mr. P. Nxozana 040 608 4331/4110. <a href="mailto:pakamile.nxozana@ecdoe.gov.za">pakamile.nxozana@ecdoe.gov.za</a>	Regarding Technical Specification: Mr. M. Dangazele 040 608 <a href="mailto:Mfuneko.dangazele@ecdoe.gov.za">Mfuneko.dangazele@ecdoe.gov.za</a>
<b>ATTENTION TO BIDDERS:</b>	BIDDERS MUST ENSURE THAT BIDS ARE DELIVERED IN TIME TO THE CORRECT ADDRESS AND DELIVERED IN THE TENDER BOX WHICH IS ALLOCTED AT THE FOYER IN THE MAIN BUILDING OF THE ECDOE HEAD OFFICE IN ZWELITSHA. IF BID IS LATE, IT WILL NOT BE ACCEPTED FOR CONSIDERATION. THE EASTERN CAPE DEPARTMENT OF EDUCATION'S TENDER BOX IS ACCESSIBLE MONDAY TO FRIDAY, FROM 08:00 TO 16:00. BIDDERS MUST ADVISE THEIR COURIERS OF THE INSTRUCTION ABOVE TO AVOID MISPLACEMENT OR LOSS OF BID RESPONSE. IT IS THE ONUS OF THE BIDDER TO ENSURE THAT THE BID DOCUMENTS ARE DELIVERED ON TIME REGARDLESS OF THE MODE OF DELIVERY. NO BIDS VIA EMAIL WILL BE CONSIDERED.	

Provision of Catering Services at Barkley East High School with boarding facility for a period of 2 years).

## 1. THE REQUIRED SERVICE

All potential service providers are invited to bid for the provision of catering services at the 01 subsidized school boarding facility (school hostel) (see **Annexure A**) of public ordinary school in the Eastern Cape Province according to their proximity and locality in terms of local and district municipality of subsidized school hostel.

## 2. BACKGROUND

- 2.1. The Department 's objective of improving access and quality public education is a legislative mandate which is intended to address access to schools by learners, especially from rural areas, reduce absenteeism, improve learner outcome and reduce late arrival to schools through provisioning of hostels at which food is critical.
- 2.2. The Department continues to provide financial, human and infrastructural support for sustainability of the state subsidized hostels in line with South African Schools Act (SASA), Chapter 3(2) for the provision of hostels in public schools.
- 2.3. Service Providers are invited to bid for the provision of catering services at the *01 subsidized school hostel or school with boarding facility* in the Eastern Cape Province according to their proximity and locality in terms of local and district municipality of subsidized school hostel.


## 3. PROBLEM STATEMENT

- 3.1. The running of this '*state subsidized hostel*' is not without challenges ranging from broad base access, equity and redress, quality and effectiveness, efficiency, and national values.
- 3.2. Another challenge is that there is lack of standardization and equity in terms of human resource and infrastructure provisioning in this school hostel due to skewed disparity within itself to which the new Hostel Policy for Public Ordinary School attempts to respond.

## 4. OVERALL OBJECTIVES

- 4.1. To provide catering services in the school with boarding facility consisting of three nutritiously balanced meals per day, late evening snack for learners with a lunch pack when necessary (**Annexure B1, B2, and Annexure F**).
- 4.2. To adhere to the guidelines and standards (**Annexure B1, B2 and Annexure F**) including monitoring mechanisms for the provisioning of this services in line with bidding process.
- 4.3. To ensure that this school benefit from the hostel facility in that a safe and healthy learning environment is created and maintained.

**Provision of Catering Services at Barkley East High School with boarding facility for a period of 2 years).**

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- 4.4. To ensure that the Department receives value for money in respect of catering services.
  - 4.5. To encourage promotion of local business community, use of local labour, transfer of skills to the local communities.

## 5. SCOPE OF WORK

The Service Provider is expected to provide the hostel learners with the following:

### 5.1. Three hot meals; Breakfast, Lunch, dinner, and evening snack with lunch pack when necessary (Annexure B1, B2 and Annexure F).

- 5.1.1. Purchase and acquisition of all foodstuffs (Annexure B1 and Annexure F).
- 5.1.2. Arrange, supply and delivery of all additional ingredients, like salt, spices etc.
- 5.1.3. Provide outdoor lunch activities when requested e.g. lunch packs priced accordingly.
- 5.1.4. Provide late meals for learners attending certain events or sports.
- 5.1.5. Ensure quality of foodstuffs (Annexure B1 and Annexure F).
- 5.1.6. The Service Provider must comply with the Food Specification Schedule (Annexure B1 and the outline provided in Annexure F) failure of which will warrant application of provisions of clause 8.1.3 with realization of 13.2.3 as outlined in Annexure E.

### 5.2. To provide the staff to prepare and serve the meals.

- 5.2.1. The Service Provider must employ the services of a Food Service Supervisor with good communication skills, working knowledge of basic accounting and experience in the management of catering service. A proof of his/her qualification with a Curriculum Vitae (CV) must be supplied.
- 5.2.2. The Service Provider must make use of the departmental staff first and where there is no staff or inadequate staff to effectively provide its own staff/additional staff.
- 5.2.3. The number of staff needed will be as required proportionally to the number of learners as guided by Annexure C.
- 5.2.4. The Service Provider will provide all kitchen staff with uniforms within six weeks of having been granted the contract.
- 5.2.5. The Service Provider must provide training of staff, including departmentally allocated staff through in-service training programme within eight weeks of appointment on food handling and dress code, Safety, Health and Environment (SHE) matters.



5.2.6. In line with the provisions of the Provincial Growth and Development Plan, the Department is obliged to ensure compliance with its provisions. Service Provider is therefore required to recruit local communities as employees for the duration of the contract and or buy raw foodstuffs, based on reasonable prices that are available in the vicinity of the institution.

**5.3. To supervise the provision of the meals.**

5.3.1. Ensure that only qualifying learners that have been admitted to a hostel (*as listed in Annexure A and C*) are served. This therefore calls for accurate matching of Hostel Admission Register and Hostel Kitchen Broadsheet for catering purposes. Departmental staff rendering hostel supervision may at their own cost be served by the caterer.

5.3.2. The Department will from time to time make use of a dietician who will monitor the quality and quantity of food served to learners. This will be randomly done and no prior notice will be given to the Service provider.

5.3.3. A menu cycle covering a four-week period (**Annexure B2**) and drafted from the Food Specification Schedule (**Annexure B1 and as outlined in Annexure F**) and a standardized recipe file must be made available immediately from the date of appointment by each Service Provider in each institution to the Department for approval.

**5.4. To Manage and Control the kitchen.**


5.4.1. The kitchen will, however, fall under the control of Hostel Management at the institution and the Service provider, in consultation with the management at the specific institution, will be responsible for the day-to-day operations at the kitchen including maintaining attendance registers/ log spread sheets/broadsheet for meals served.

5.4.2. Any disciplinary matter, in violation of kitchen rules agreed upon between management and the Service provider, will have to be referred to the Department through the Institution's management.

**5.5 Additional Requirements.**

5.5.1. The Service Provider must provide fuel /gas for cooking and include the cost in the price of meals.

5.5.2. The Service Provider must maintain kitchen premises and provide equipment, cleaning and eating utensils in preparation and serving of meals. **Any fraudulent misrepresentation will be subjected to penalty which may include the cancellation of the contract as contained in Annexure E.**

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- 5.5.3. The Service Provider must be liable for the removal of pigswill and ensure that these containers /areas are maintained in a clean and hygienic condition.
  - 5.5.4. The Service Provider must ensure that the kitchen is well stocked with the needed groceries as per specified schedule in **Annexure B1 and as outlined in Annexure F.**
  - 5.5.5. The Service Provider must ensure that the kitchen and dining hall are kept clean and well maintained for learner welfare.

## **6. MANAGEMENT REPORTING REQUIREMENTS**

- 6.1. The Food Service Supervisor will report weekly to the Hostel Superintendent/ Principal of the institution for all operational and logistical arrangements as contained in clause 9(9.4) and clause 14(14.1) (All around Food Specification Schedule).
- 6.2. The principal, on the advice of the Matron or Boarding Master, will report monthly to the department on the quantity and quality of meals (All around Food Specification Schedule) served through a broadsheet that must be attached to the invoice.
- 6.3. There must be a daily contact and reporting between the Food service Supervisor and Matron/Boarding Master to monitor operational and logistical arrangements (All around Food Specification Schedule).
- 6.4. The signed contract/ Service Level Agreement entered into by the Department and the Service Provider will be handed to the District Director as well as to local and district municipality for the school to which the hostel/s is attached for the purposes of management and monitoring.
- 6.5. The District Steering Committee should be formed for each district for the purposes of monitoring (All around Food Specification Schedule) across local and district municipality.

## **7. TIME FRAMES**

### **7.1 Contract Period**

The contract must be for a period of twenty-four months /2 years with a provision to extend the contract for twelve months based on performance of the service provider and budget availability. In the event of policy changes affecting the schools, the Department reserves the right to terminate the contract earlier up to a maximum of three months' notice.

### **7.2 Commencement of Service**

**Provision of Catering Services at Barkley East High School with boarding facility for a period of 2 years).**

The successful bidders will be required to start rendering services as soon as the bid is awarded.

**8. CONTRIBUTION BY THE DEPARTMENT**

**8.1. Catering Equipment**

- 8.1.1. The department must supply the existing catering premise with basic services, like water and electricity including provision of furniture, fixtures and equipment however the Service Provider must be responsible for the usage cost of water, electricity, as well as gas, wood and any other fuel used for cooking.
- 8.1.2. All additional equipment and repairing thereof or replacement needed to enhance catering service delivery, will be mutually agreed upon between the catering company and the department.
- 8.1.3. The Department will monitor all the above processes and apply penalties where and when deemed necessary as contained in **Annexure E**.
- 8.1.4. The Department and the Service Provider must ensure that a proper handover of equipment and utensils is conducted prior to and after the contract period.

**8.2 Kitchen staff**

- 8.2.1. The kitchen staff employed in the Department will remain and have their wages and salaries being paid by the Department.
- 8.2.2. The kitchen will, however, fall under the control of the Service Provider's senior representative at each hostel and he/she will, in consultation with the management at the specific hostel, be responsible for the attendance registers, leave recommendations and report quarterly performance of the staff. Any disciplinary matter referred to the Department should be dealt with by the Hostel management and report on quarterly performance of staff.
- 8.2.3. The Service Provider will be responsible for in-service training of the staff as per the training schedule. (See clause 5.2.5)

**8.3 Professional and management staff**

- 8.3.1. The Department will employ the services of a dietician who will spend at least one to two days per month at the institution. The dietician should check the quality of the meals and advise the kitchen staff on the correct preparation of meals including correct measurements of raw and cooked foodstuffs as per Annexure B 1. The dietician must submit reports quarterly to the District Director on the quality of the foodstuffs provided to the learners.

8.3.2. The district office will visit hostel to monitor its functionality and report on its condition and management including catering services to the Provincial Education Office.

#### **8.4 Monitoring, control and reports**

8.4.1. The Head of the Institution must always have access to facilities and goods utilized by the Service Provider for the purpose of:

- Determining whether the bid conditions are being adhered to.
- Checking the inventory for furniture, fixtures, equipment, and utensils etc. utilized by the caterer.

8.4.2. Monthly inspections will be carried out by a departmentally appointed dietician and/ or Head of the Institution to monitor quality and quantity of food provided.

8.4.3. The Head of the Institution must have authority to instruct the Service Provider to rectify any breach of the specification forthwith, failing which the provisions in 13.2.3 below may be imposed.

8.4.4. Regular health inspections will be carried out by bona fide Health Officers.

8.4.5. A Steering Committee meeting between the Service Provider, the Head of the Institution and an elected Catering Committee of each institution must be scheduled either monthly or as agreed upon by the parties and proceedings must be minuted.

8.4.6. Food served to staff at the discretion of the Service Provider in conjunction with the Hostel Management Committee is not included in this bid and will not be charged from the Department.

### **9. BID PRICING STRUCTURE**

9.1 As described in Annexure D

#### **9.2 Firmness of price**

All bid prices must be firm for the first year of the contract and should it be necessary any request for price adjustment should be supported by relevant documents from Statistics South Africa, inflation rate and Consumer Price Index (CPI) for the remaining years

**All bid prices quoted must be inclusive of Value Added Tax.**

#### **9.3 Cost factors**

9.3.1 Service Provider's pricing structure should clearly show the *key cost factors* considered by the Service Provider in line with this bid specification. (See **Annexure D**, as a guide)

**Provision of Catering Services at Barkley East High School with boarding facility for a period of 2 years).**

- 9.3.2 The Service Provider's proposal should present a price structure with cost details that will enable *annual comparisons* in a simplified nature.
- 9.3.3 Each service provider must fill in a separate pricing schedule i.e. **Annexure D** for each hostel if he /she wishes to provide this service to more than one institution in his /her vicinity of local and district municipality.

**9.4 Rate of meals**

- 9.4.1 The amount claimed monthly from the Department in respect of services must not exceed the amount bided for and will be presented in a detailed broadsheet. In the event of any variation, prior approval of the Department must be obtained for that variation.
- 9.4.2 The Service Provider must have considered the employment of *Food Service Supervisor* and required Kitchen staff.
- 9.4.3 The Service Provider must have considered provision of protective clothing and uniforms of the Kitchen staff.
- 9.4.4 The Service Provider must consider the required training of staff, including departmentally allocated staff as required within eight weeks of appointment.
- 9.4.5 Annexure D on Pricing Schedule should be used as a tool in which all three components of the Tender are costed by the bidding Service Provider.

**9.5 Additional requirements**

- 9.5.1 The Service Provider undertakes to purchase, acquire and to ensure the safe storage of all suitable cleaning materials, insecticides, all consumable items such as packaging materials, bin liners, paper serviettes, mops etc. for the purpose of fulfilling its catering and managing functions.
- 9.5.2 The Service Provider will be responsible for the fumigation of insects in food stock stores, kitchen, and dining rooms every three months or as and when required.
- 9.5.3 All empty containers, packaging material etc. must be placed separately from pigswill in an area / container allocated for this purpose.
- 9.5.4 The Service Provider must ensure that all staff under his/her control know how to handle fire hazards, are made fully aware of where fire extinguishers are situated, and how to use them effectively.
- 9.5.5 All kitchen items and other equipment as well as crockery and cutlery given to the service provider in good condition must be back as such at the end of the contract.
- 9.5.6 The Service Provider must use electricity, water and refrigeration for freezing purposes economically as provided by the Department.
- 9.5.7 All food procured must meet requirements as specified in Annexure F.

**10 EVALUATION CRITERIA**

10.1 The 80/20 Preferential Point System in terms of the Revised Preferential Procurement Policy Framework Act (PPPFA) and the PPR of 2022 will be judiciously applied.

10.2 Each Service Provider will be assessed independently.

Bids with a threshold value below R50 000 000,00 must be evaluated on 80/20 principle. Preference points must be allocated as per below table:

<b>Preferential Goals Historically Disadvantaged Individuals</b>	<b>Percentage Allocated</b>	<b>Allocation of Points 80/20</b>
Women Participation	20	5
Persons with Disabilities	10	2
Promotion of Youth	20	5
<b>Specific Goals</b>		
Enterprises located in the Eastern Cape Province	40	6
Promotion of Military Veterans	10	2

**CLAIMING OF PREFERENCE POINTS**

- Preference points allocated Historically Disadvantaged individuals may be claimed by Persons who had no franchise in national elections prior to 1983 and 1993.
- Preference points for Locality may be allocated Preference points allocated for women may be claimed if there is sufficient evidence that such woman has ownership of 51% or more of the enterprise shareholding.
- Preference points allocated for persons with disabilities may only be claimed there is sufficient evidence that such person has ownership of 51% or more of the enterprise shareholding.
- Preference points allocated for promotion of youth may only be claimed if there is sufficient evidence that such youth has ownership of 51% or more of the enterprise shareholding.

**Provision of Catering Services at Barkley East High School with boarding facility for a period of 2 years).**

- For promotion of enterprises located within the Eastern Cape Province may be claimed by submission of proof that the enterprise is located within the borders of Eastern Cape Province. This includes an enterprise whose head office may be situated in another province but has a fully-fledged branch within Eastern Cape Province. Enterprises located outside the borders of the Eastern Cape Province and who only appoints agents and/or commission warehouses in this municipal area are expressly excluded from claiming points for this goal.
- Preference points may be allocated to other RDP goals as follows:
  - Promotion of South African owned enterprises
  - Promotion of export-oriented production to create jobs
  - Creation of new jobs or intensification of labour absorption
  - Promotion of enterprises located in the rural areas
  - Promotion of enterprises located in specific municipal area for work to be done or service to be rendered in that municipal area.

## 11. ELIMINATION CRITERIA

- 11.1. The bid proposal must contain a duly completed and signed ECBD 1 document.
- 11.2. The Service Provider must be based in the Eastern Cape (Physical address) with highest influence of proximity to the boarding facility to service by locality (local and district municipality). See **Annexure "A"**
- 11.3. Pricing schedule has to be completed with indicative breakdown of costs as per **Annexure "D"**.
- 11.4. Bidders must provide proof of centralized supplier database (CSD) registration.
- 11.5. Non-attendance of compulsory pre-bid briefing meeting will result in the elimination of the Service Provider from this bid.
- 11.6. Bid proposers must complete and sign all the attached standard bidding documents (SBD 1, SBD 2, SBD 3, SBD 4 and SBD 6.2)
- 11.7. Bidders must provide a CV with proof of experience of the food manager (5.2.1)
- 11.8. Proof of site visits must be submitted (13.4)
- 11.9. Proof of training programmes provided (5.2.5)
- 11.10. Adequate experience (proof of one (1) year catering experience to equivalent number of persons) and an impeccable track record and proven success in providing a similar service will be major considerations.
- 11.11. Bidders must display financial capacity and affordability to the value of R300 000.00 and be evidenced to through a stamped bank statement attached to the bid document

**Provision of Catering Services at Barkley East High School with boarding facility for a period of 2 years).**

## **12. OTHER CONDITIONS OF TENDER**

- 12.1. The Department may, before a bid is adjudicated or at any time, require a Service Provider to substantiate claims it has made regarding preference.
- 12.2. This bid specification must prevail in the event of there being a contradiction between service standard and provisions of this bid specification document.
- 12.3. Joint Venture/contracts or agreements must be submitted with the bid where these are in existence

## **13. OTHER TERMS AND CONDITIONS AFTER AWARD**

### **13.1 Contracted information**

The appointed Service Provider is expected to have the bid document and to be always well-versed with it as this is a binding document.

### **13.2 Unsatisfactory performance**

- 13.2.1 Due to the importance attached to this project by the Department, successful Service Provider will be expected to observe the bid conditions contained in this specification as well as the timeframes relating to the deliverables.
- 13.2.2 Service Provider is therefore requested to take note of all the clauses of the specifications in this invitation to bid.
- 13.2.3 The Department reserves the right to terminate the contract with immediate effect, should a supplier/ service provider perform unsatisfactorily and fails to remedy such poor or non-performance within seven days of receipt of a written request to do so. This excludes cases that can be mutually agreed upon to be beyond reasonable control of the supplier and could be viewed to be a supervening impossibility to perform.

### **13.3. Expiry of the contract**

When the contract expires the Service Provider is to dispose all consumable stock on hand at his own costs.

### **13.4. Site visits**

All prospective Service Providers must visit the institutions and acquaint themselves with the facility and circumstances. Date of visit/s by the bidders to the institution/s must be attached to the bid document and signed by the principal and with school stamp.



## 14. BIDDERS' RESPONSIBILITIES

### 14.1. Management and administration

- 14.1.1. The Service Provider will provide management with proper control tools and systems in place related to staff and other resources management.
- 14.1.2. **Note! The service provider must consult the Department to hire any persons should any departmental vacancy occur.**
- 14.1.3. The Service Provider will submit monthly claims accompanied by relevant documents with clear statistical information and be signed by the hostel Superintendent or principal within seven days following the month claimed for.
- 14.1.4. The bidding company must provide accommodation and any other logistics for their own management and staff.
- 14.1.5. Proof of registration as a legal entity with Provincial and Planning Treasury's supplier database must also be submitted with bid documents.
- 14.1.6. The Service Provider must have an office in the Eastern Cape Province where the institutions are situated as determined by proximity and locality in terms of local and district municipality location.

### 14.2. Riot, unrest and stock loss

- 14.2.1. In the event of closure of the institution due to boycotts, riots or unrest irrespective of how they are caused, the Department will not be liable for monthly payments as determined in accordance with the provision of the contract, for the period when there is no feeding.
- 14.2.2. The Service Provider must render catering services irrespective of any boycotts, riots or unrest from the bidder's staff should he be requested to do so by the Department unless the situation is volatile.
- 14.2.3. During any period of riot, boycott or unrest, the Department will not be liable for any damage or injury to caterer's personnel and property.

41

**15. SPECIAL CONDITIONS**

- 15.1. In line with the provisions of Learner Attainment Improvement Strategy (LAIS), the Service Provider may be required to serve learners with meals during holidays or vacation classes arranged for the improvement of learner performance.
- 15.2. The contracted Service Provider could be utilised for 15.1 above at the rate and terms of this contract, however a prior arrangement should be done within four weeks before the envisaged event.

**16. DEVIATION FROM BID FORMAT**

Any deviation from the prescribed bid format will invalidate the bid.

**17. SOURCING STRATEGY**

- 17.1 Lunch packs are required for extramural activities as determined by the Department and will be required on an ad hoc basis e.g. sport days, winter and spring schools.
- 17.2 The Service Providers must indicate their preparedness to commence with the required service as required by the Department with effect from date of appointment.

**18. CONTRACT PERIOD**

18.1 The contract is for a period of twenty-four months (24) months / two (2) years with an option to extend at the discretion of the Department.

**19. CLOSING DATE**

Closing date is .....

42

**20 ANNEXURES**

The following documents are attached:

- 20.1 Annexure A – Name of school
- 20.2 Annexure B1- Food Specification schedule: weights, frequency & grouping for meals.
- 20.3 Annexure B2- Food Specification schedule: seven days menu schedule.
- 20.4 Annexure C- Hostel staff requirements for the provision of food service assistants
- 20.5 Annexure D- Pricing Schedule
- 20.6 Annexure E – Outline of penalties when there is breach of contract.
- 20.7 Annexure F – Food quality specification

**ANNEXURE A****20.1 Name of School**

Cluster	District	Hostel	No of Learners	Local Municipality	District Municipality
A	JOE GQABI	Barkly East High School	160	Senqu	Joe Gqabi

N.B learner numbers are based on 2023 figures.

**ANNEXURE B 1****20.2 FOOD SPECIFICATION SCHEDULE****20.2.1 WEIGHTS OF MEALS****A. BREAKFAST**

Item	Weight
Porridge made of Mealie-meal/Mabele/Oats	160g
Tea/coffee	250ml
Margarine/ Jam/peanut butter	20g
Bread	4 slices (80g/slice)
Eggs (Large) boiled or fried	2
Russians (only weekends)	50g
Polony	50g
Vegetables / Vegies	120g
Soup	250ml

**B. LUNCH**

C. Item	Weight
Soup – vegetable	250ml
Bread	4 slices 80g
Soya mince	20g
Tea/Coffee/juice	250ml
Mvubo or Thick vegies	120g
Russians	150g

44

**C. DINNER**

Item	Weight
Samp (Mngqusho)	100g
Beans	50g
Pap	100g
Soya Mince	20g
Rice	100g
Potato	150g
Cabbage	120g
Carrot Salad	130g
Pumpkin	180g
Green Beans	120g
Beetroot Salad	130g
Potato Salad	150g
Beef Stew/mutton stew	160g
Sausage stew	200g
Chicken Stew	200g
Pork	200g
Mince meat	20g
Fruit (Assorted)	1 x 3
Dessert – Once a week (jelly, custard, fruit salad)	300ml
Fruit Juice (fruit juice must be at least 50% juice)	250ml
Pilchard	160g
Umvubo /Thick Veggies	100g

**D. LATE EVENING SNACK**

Item	Weight
Fruit	Two fruits (Apple/orange /banana)

**20.2.2 FREQUENCY FOR PROTEIN DISHES PER WEEK.****A. BREAKFAST**

- ❖ Russian x 01
- ❖ Vienna x 01
- ❖ Eggs x 03

**B. LUNCH**

- ❖ Mutton x 02
- ❖ Chicken x 01
- ❖ Beef Stew x 01
- ❖ Chicken Stew x 01
- ❖ Pork x 01

**C. DINNER**

- ❖ Chicken x 01
- ❖ Beef Sausage x 02
- ❖ Mince Bredie x 01
- ❖ Beef x 01
- ❖ Mutton x 01

**20.2.3 GROUPINGS OF VEGETABLES**

Potatoes/ Sweet potatoes with anyone of the following on daily basis during lunch:

Spinach / Cabbage
Green Beans/peas
butternut/pumpkin
Beetroot
Carrots

**Suggestions:**

- In summer one vegetable to be served as a salad and one hot for dinner.
- In winter both vegetables to be served hot and
- Juice to be served daily for dinner.

**20.2.3 EXEMPTIONS AND PROVISION OF ALTERNATIVES**

Learners who have other preferences from the above and with medical proof to that effect would need to do submissions to School Hostel Management who in turn would advise the appointed caterer. Based on the above advice the appointed caterer would adjust to purchases of food stuff to provide the learners with other preferences in all the affected categories in the above.

**ANNEXURE B 2**

**20.3 FOOD SPECIFICATION SCHEDULE:**

MENUS FOR HOSTELS							
	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
<b>BREAKFAST</b>							
Cereal/ Porridge	Oats	Mabele	Oats	Mealie meal	Mabele	Oats	Mealie Meal
Protein	Fried egg /Boiled egg	Marg &Jam/pea nut butter	Fried / Scrambled egg	Marg & Jam	Polony	Eggs & veggie soup	Russian and bean soup
Bread 4 slices	B/Bread	B/Bread	B/Bread	B/Bread	B/Bread	B/Bread	B/Bread
Beverages	Coffee/tea /Juice	Coffee/tea /Juice	Coffee/tea /Juice	Coffee/tea /Juice	Coffee/tea /Juice	Coffee/tea /Juice	Coffee/tea /Juice
<b>LUNCH</b>	<b>DAY 1</b>	<b>DAY 2</b>	<b>DAY 3</b>	<b>DAY 4</b>	<b>DAY 5</b>	<b>DAY 6</b>	<b>DAY 7</b>
Meat dish	Chicken stew	Soya mince	Pilchard	Thick Veggies	Soya mince soup	Sausage	Mvubo /Thick veggies
Starch/carb	Rice	pap	Bread	Bread	Rice	Bread	Bread
Beverage	Tea / Coffee/Juic e	Tea / Coffee/Jui ce	Tea / Coffee/Juice	Tea / Coffee/Juic e	Tea / Coffee/Juic e	Tea / Coffee/Jui ce	Tea / Coffee/Jui ce
<b>DINNER</b>	<b>DAY 1</b>	<b>DAY 2</b>	<b>DAY 3</b>	<b>DAY 4</b>	<b>DAY 5</b>	<b>DAY 6</b>	<b>DAY 7</b>
Meat dish	Sausage stew	Grilled chicken	Mince with mixed veggies	Sausage stew	Pork	Samp	Mutton /Beef stew
Starch	Pap	Rice	Samp & beans	Rice	Pap	Chicken stew with veggies	Rice
Vege	Two Veggies	Two vegies		Two veggies	Three veggies		Three veggies/sa lads
Fruit juice	Fruit juice	Fruit juice	Fruit juice	Fruit juice	Fruit juice	Fruit juice	Fruit juice



**SEVEN (7) DAYS MENU SCHEDULE**

EVEN.SN ACK	DAY 1	DAY 2	DAY3	DAY 4	DAY 5	DAY 6	DAY 7
Two fruit	Apple/ora nge /banana	Apple/ora nge /banana	Apple/ora nge /banana	Apple/ora nge /banana	Apple/ora nge /banana	Apple/ora nge /banana	Apple/ora nge /banana

LUNCH PACK	DAY 1	DAY 2	DAY3	DAY 4	DAY 5	DAY 6	DAY 7
Three slices	Sandwich	Sandwich	Sandwich	Sandwich	Sandwich	Sandwich	Sandwich
Roasted Chicken	Roasted Chicken	Roasted Chicken	Roasted Chicken	Roasted Chicken	Roasted Chicken	Roasted Chicken	Roasted Chicken
Juice (250 ml)	Juice (250 ml)	Juice (250 ml)	Juice (250 ml)	Juice (250 ml)	Juice (250 ml)	Juice (250 ml)	Juice (250 ml)
Seasonal Fruit (two types)	Seasonal Fruit (two types)	Seasonal Fruit (two types)	Seasonal Fruit (two types)	Seasonal Fruit (two types)	Seasonal Fruit (two types)	Seasonal Fruit (two types)	Seasonal Fruit (two types)

**Suggestions:**

- In summer one vegetable to be served as a salad and one hot for dinner;
- In winter both vegetables to be served hot and
- Juice to be served daily for dinner

**20.3.1 EXEMPTIONS AND PROVISION OF ALTERNATIVES**

Learners who have other preferences from the above and with medical proof to that effect would need to do submissions to School Hostel Management who in turn would advise the appointed caterer. Based on the above advice the appointed caterer would adjust to purchases of food stuff to provide the learners with other preferences in all the affected categories in the above.

**ANNEXURE C**

**20.4 HOSTEL STAFF REQUIREMENTS FOR THE PROVISION OF FOOD SERVICE**

CLUSTER	DISTRICT	HOSTEL	NO. OF LEARNERS	MAX. NO. OF FOOD SERVICE ASSISTANTS- 3 PER 50 (Not to exceed maximum of 20 within which are cleaners)	ACTUAL NO. OF FOOD SERVICE ASSISTANTS	NO. OF FOOD SERVICE ASSISTANTS REQUIRED
A	JOE GQABI	Barkly East High	160	09	00	09

**(Sectoral determination to apply on salaries)**

**20.5 ANNEXURE D**

20.5.1 Pricing Schedule – Institutions: Composed of three components.

- Material cost/ Daily rate across daily meals
- Labour costs for staff employed.
- Management costs/ Overheads

**Material cost picture:**

PRICING SCHEDULE						
BIDDER'S NAME:						
SCHOOL/ INSTITUTION:						
PREFERENCE RANKING:						
ITEM	Number of Learners	Per day/Unit Cost	PER MONTH	ANNUALLY	TOTAL FOR 2 YEARS	
A. MEALS						

Provision of Catering Services at Barkley East High School with boarding facility for a period of 2 years).

A1. Breakfast						
A2. Lunch						
A3. Lunch Pack						
A4. Dinner						
A5. Snacks						
<b>A. TOTAL</b>						

**Labour Cost:**

POSITION	QUANTITY	NO. OF MONTHS	SALARY PER MONTH	TOTAL FOR THE YEAR X 2 YEARS
Food Service Manager		24 Months		
Food Cooks		24 Months		
<b>TOTAL</b>				

**Management costs/ Overheads:**

DESCRIPTION	NO. OF MONTHS	MANAGEMENT FEE PER MONTH	TOTAL PER YEAR X 2 YEARS

**Total Bid Price:**

COMPONENT	PRICE OVER TWO YEARS
Material cost	
Labour cost	
Management cost	
<b>SUB TOTAL</b>	
VAT	
<b>OVERALL TOTAL</b>	

Provision of Catering Services at Barkley East High School with boarding facility for a period of 2 years).

## 20.6 ANNEXURE E

## PENALTY OUTLINE/CLAUSE

ACTIVITY	PENALTY
Provision of additional ingredients	5%
Provision of approved menu	10%
Quality of food stuff	15%
<b>NB:-</b> <ul style="list-style-type: none"> <li>Penalty is charged on the total price of the invoice for the meal served.</li> <li>In the event of the activity having been provided not within the scheduled time coupled within deviation from the menu. The penalty provided above will be doubled.</li> </ul> <b>(i.e. If the penalty is 10% as per schedule, then the total penalty will be imposed will be 20%)</b>	

## 20.7 ANNEXURE F

## FOOD QUALITY SPECIFICATION

Number of Item	Item name/ food Stuff	Item / Food Stuff description
1.	<b><u>Poultry</u></b> Chicken stew	Chicken stew portions must be Grade A Caterers pack, well fleshed, free from diseases, bruises or torn skin and must be cut clean. Portion sizes must range between 80 - 100g, must be Halaal and/or non-halaal. Packed in individual transparent plastic packets and in white woven polyethylene bags or cardboard boxes wrapped in thick transparent plastic. Packaging must be stamped with the grade, grammage, Manufacturer's details and date of packaging. Delivered in a refrigerated mobile vehicle temperature must not exceed (minus) -1CC.
2.	<b><u>Red meat</u></b> Beef stew/mutton	Must be Fresh diced beef/ mutton, lean & boneless and have 78% meat, 20% bone, 2% visible fat. Colour of meat must be bright red not dark, must not have greenish traces and bad odor and meat must be stamped A grade on packaging.

Provision of Catering Services at Barkley East High School with boarding facility for a period of 2 years).

		<p>Must be delivered fresh and not frozen or defrosted in a delivery truck. Temperature during transporting must not exceed 5° C) and must be packed in transparent plastic bags. Red meat must be tightly sealed to avoid oxygen penetration.</p> <p>Packaging must be transparent thick plastic bag, labelled with type of meat cut, grade, weight, packaging date, manufacturer's name and address. (Delivery in a refrigerated mobile vehicle must not exceed (minus) -ICC.</p>
3.	Pork	Loin cut taken perpendicular to the spine of the pig and is usually a rib or part of a vertebra.

4.	<p><b><u>Processed meat</u></b></p> <p><b>Vienna</b></p> <p><b>Pilchard</b></p> <p><b>Beef Sausage</b></p>	<p>Grade A, reddish-brown outside with pink or light emulsion, soft and juicy with no cartilage or grittiness. No rancidity, Minimum shelf life must be 180 days.</p> <p>Pilchard tins must be dent free.</p> <p>Grade A beef sausage must be finely chopped and seasoned meat, must be fresh, smoked, or pickled and stuffed into a casing.</p>
	<p><b><u>Requirements for meat products</u></b></p>	<p>With regards to meat, the classes should be in accordance with the regulations relating to the classification and marking of meat as contained in Government Notice R. 1748 OF 26 June 1992. Animals should be slaughtered in a recognized abattoir and the carcasses should be eviscerated and stamped by a meat hygiene inspector. Meat should be transported in a hygienic way and be properly covered so that it is protected against dust and other contaminations, to the satisfaction of the receiving officer.</p>
5.	<b><u>Packaging</u></b>	Meat must be packed in a see through packaging. Film packages used to cover fresh meat must be permeable to oxygen so that the meat will remain bright and red.

6.	<u>Fresh bread</u>  <b>Brown Bread</b>	High energy, free from trans fatty acids. Low in total and saturated fat. Fortified with essential vitamins, minerals. Fresh, sliced packed in covered clear/transparent plastic bag, labelled.
7.	<u>Dairy products</u>  Eggs   Fruit juice   Margarine	Fresh, grade A, large, clean and must have intact shells, should be free from blood spots, absorbed odors and any signs of embryo development or mold. Minimum shelf life must be 30 days equivalent to killarney/unlaid.  100% fruit juice, assorted flavors, packed in tightly sealed plastic bottles, minimum shelf life 30 days  Medium fat spread, light creamy beige to light yellow, consist of vegetable oils and fats, texture slightly firm, sliceable when refrigerated, free of lumps extraneous matter odours, unacceptable taste, and all visible mould growth.
8.	<u>Vegetables</u>  -Cabbage -Potato -Pumkin -Beetroot -Carrot -Green beans	All the listed vegetables must be fresh and grouped according to the portion of the plant that is eaten such as leaves, stem, roots (carrot), tubers (potato), bulbs (onion) and flowers.
9.	<u>Fruit</u>	Grade A (First class) fruit must be served fresh and packed in clean boxes.

All products must comply with the relevant SABS / SANS Standards.

  
 P A GXULUWE  
 ACTING DIRECTOR – SHS&LE

05/03/24  
 DATE

**RECOMMENDATION BY THE BID SPECIFICATION COMMITTEE (Provision of Catering Services at Barkley East High School with boarding facility for a period of 2 years)**

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**CHAIRPERSON:  
BID SPEC COMMITTEE**

05.03.2024  
**DATE**

\_\_\_\_\_  
\_\_\_\_\_

**MEMBER  
BID SPEC COMMITTEE**

05.03.2024  
**DATE**

\_\_\_\_\_  
\_\_\_\_\_

**MEMBER  
BID SPEC COMMITTEE**

05/03/2024  
**DATE**

\_\_\_\_\_

**MEMBER  
BID SPEC COMMITTEE**

\_\_\_\_\_  
**DATE**

**APPROVED/NOT APPROVED**  
\_\_\_\_\_

**HEAD OF DEPARTMENT - ECDoE**

11.04.2024  
**DATE**