



# health

Department:

Health

REPUBLIC OF SOUTH AFRICA

## **NDoH-30(2023/2024)**

**APPOINTMENT OF A SERVICE PROVIDER TO CINDUCT  
QUALITY ASSESSMENT OF FOOD SERVICE UNITS IN 149  
HOSPITALS.**

**BID VALIDITY PERIOD: 180 DAYS**

**DATE ISSUED: 05 OCTOBER 2023**

**CLOSING DATE AND TIME OF THE BID:**

**30 OCTOBER 2023 AT 11H00**

**THERE WILL BE NO BRIEFING SESSION FOR THIS BID.**

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL DEPARTMENT OF HEALTH (NDOH)</b>					
BID NUMBER:	NDoH-30(2023/2024)	CLOSING DATE:	30 OCTOBER 2023	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT QUALITY ASSESSMENT OF FOOD SERVICE UNIT IN 149 HOSPITALS.				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
NATIONAL DEPARTMENT OF HEALTH					
1112 VOORTREKKER ROAD					
DR AB XUMA BUILDING (PREVIOUSLY EXXARO BUILDING) IN THABA TSHWANE					
PRETORIA					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:tenders@health.gov.za">tenders@health.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:tenders@health.gov.za">tenders@health.gov.za</a>	
<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>					
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.					

## 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."

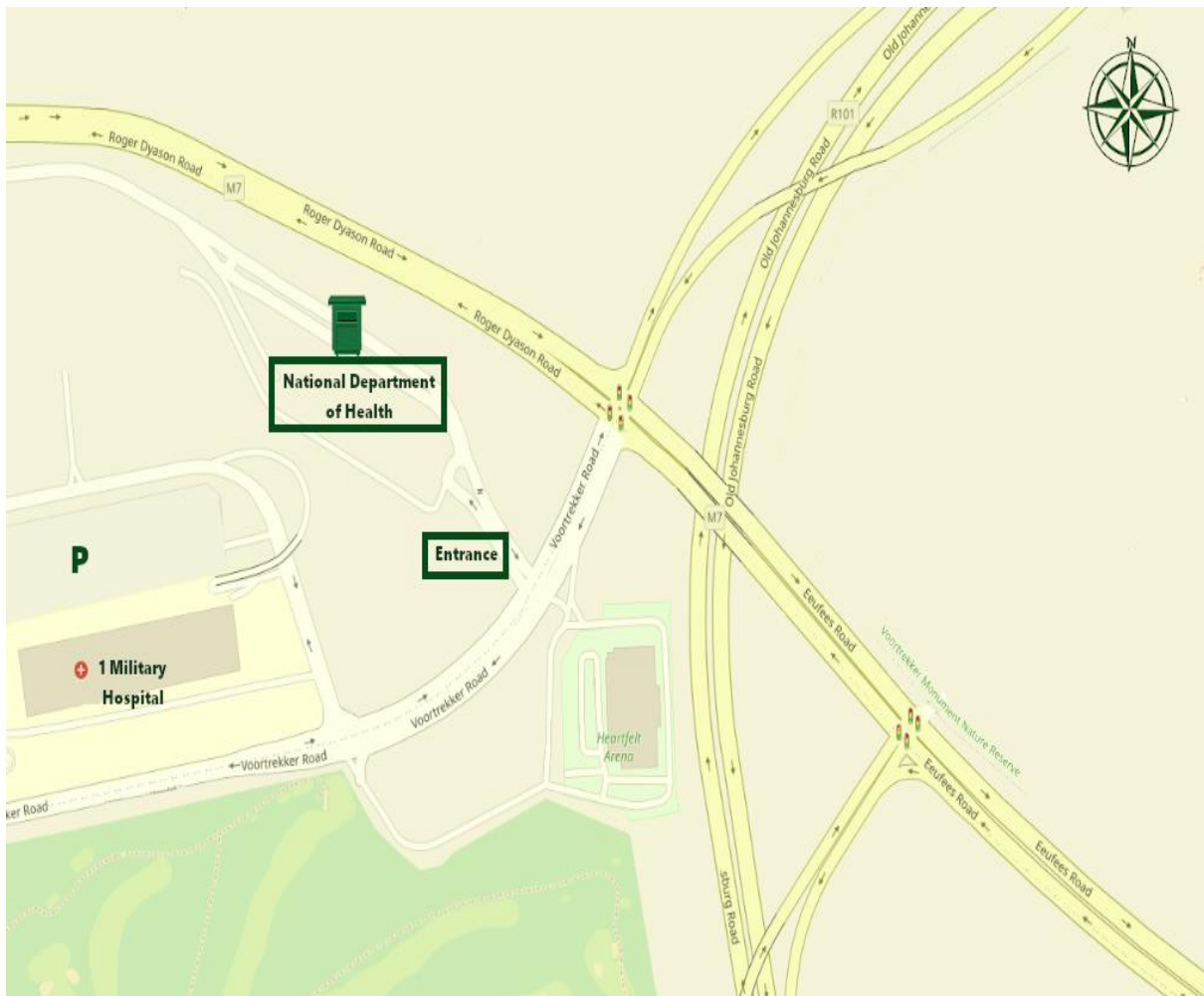
**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

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

DATE: .....



# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**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.

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## **General Conditions of Contract**

### **1. Definitions**

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

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.
<b>29. Governing language</b>	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.
<b>30. Applicable law</b>	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	<p>31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice</p> <p>31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.</p>
<b>32. Taxes and duties</b>	<p>32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>
<b>33. National Industrial Participation Programme (NIP)</b>	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.
<b>34 Prohibition of Restrictive practices</b>	<p>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).</p> <p>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.</p>

- 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.

Js General Conditions of Contract (revised July 2010)

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

---

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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

2.2.1 If so, furnish particulars:

.....  
 .....

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

2.3.1 If so, furnish particulars:

.....  
 .....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

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

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

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

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

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

This document must be signed and submitted together with your bid

## THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

### INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

### 1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
  - (a) Any single contract with imported content exceeding US\$10 million.  
or
  - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.  
or
  - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.  
or
  - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

## **2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY**

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

## **3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)**

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
- Bid / contract number.
  - Description of the goods, works or services.
  - Date on which the contract was accepted.
  - Name, address and contact details of the government institution.
  - Value of the contract.
  - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at [Elias@thedti.gov.za](mailto:Elias@thedti.gov.za) for further details about the programme.

## **4 PROCESS TO SATISFY THE NIP OBLIGATION**

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
  - b. the contractor and the DTI will sign the NIP obligation agreement;



- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number **NDoH-30(2023/2024)**

**30 OCTOBER 2023 @ 11:00AM**

Name of bidder.....

Postal address .....

.....

Signature..... Name (in print).....

Date.....

Js475wc

**BID SPECIFICATIONS FOR APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT COMPREHENSIVE ASSESSMENT OF FOOD SERVICE UNIT IN 149 SELECTED PUBLIC HOSPITALS FOR A PERIOD OF 15 MONTHS.**

**NDOH 30/2023-2024**

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## **1. Introduction**

The National Department of Health (NDoH) calls for competitive bids for the appointment of a service provider to conduct comprehensive assessment of food service unit in 149 selected public hospitals for a period of 15 months.

## **2. Background**

Food services in public hospitals strive to provide good quality, safe, adequate, acceptable, and nutritious meals to patients with the aim of promoting patient recovery, reducing patient care costs and days of hospital stay. Effective food Service management is critical to providing quality health care in public health facilities hence it is regarded as one of the non-negotiable services in hospitals. The Food Service policy which provides guidance and detailed standards that encompass food provision, food safety and quality, skills development for food service personnel and detailed food service processes was approved and disseminated to provinces in 2010. The National Department of Health (NDoH), Nutrition Directorate conducts quality assessment and support visits in public hospital food service units.

Quality assessment of food service unit in public hospitals is conducted using a standardized monitoring tool, which measures adherence and compliance to the requirements set out in the Policy for Food Service Management in Public Health Establishments, thus measuring the level at which the policy is implemented. The food service unit monitoring tool has 15 thematic areas with 128 elements (60 Vital, 48 Essential and 20 Important) which are key to quality operations in the food service units. These thematic areas include: 1) Policy and guidelines, 2) Menu, 3) Recipes, 4) Specialized feeds, 5) Therapeutic diets, 6) Procurement, 7) Deliveries and receiving, 8) Storage, 9) Issuing, 10) Meal serving, 11) Food safety and hygiene, 12) General safety, 13) Equipment, 14) Finance, and 15) Human resources.

## **3. Overview of food service unit in public hospitals**

### **3.1 Description of the food service unit**

The Food Service Unit (FSU), commonly known as the kitchen, in public hospitals plays a crucial role in providing good quality, safe, adequate, acceptable, and

nutritious meals to patients. It's a specialized unit designed to store, prepare, cook, and serve food while adhering to high standards of hygiene, food safety, and good nutrition. The design of a hospital kitchen is planned meticulously to ensure efficient operations, adherence to health and safety regulations, and ease of food preparation and serving. The layout typically includes distinct areas for different stages of food processing:

- Receiving area: a designated space where incoming supplies, ingredients, and goods are received, inspected, weighed, and organised before being stored.
- Cold Storage: Refrigerators and freezers for storing perishable ingredients
- Dry storage: For holding non-perishable items and supplies.
- Cleaning storage: For holding cleaning material and chemicals
- Food preparation area: This is where raw ingredients are received, sorted, and prepared for cooking. It includes workstations for washing ingredients, cutting, peeling, etc. Some Food Services Units (FSUs) have special area for preparation of special diets, and some have milk kitchens for infants whereas in some the milk kitchen is in the paediatric ward.
- Cooking Area: This is where meals are prepared based on normal menus and special dietary requirements/therapeutic diets. It is equipped with stoves, ovens, grills, and other cooking equipment.
- Serving Area: This is where are dished/plated before being distributed to different wards and patient areas.
- Dishwashing Area: After meals are served, dishes, utensils, and cooking equipment are washed, sanitized, and stored in this section.

Hospital FSUs follow strict food safety and hygiene protocols to prevent contamination and ensure that meals are safe for consumption. This includes proper storage, temperature control, and adherence to hygiene practices. Menus should provide balanced meals, considering various dietary restrictions and medical considerations. Regular quality checks are essential to maintain the taste, appearance, overall quality of meals and timely meal delivery. Proper disposal of food waste and adherence to waste management regulations are also critical. The FSU must have protocols in place to ensure smooth operations and high-quality patient

care. Availability of adequate budget and appropriately qualified and skilled personnel is also vital.

Overall, the food service unit in public hospitals operates at the intersection of nutrition, food safety, and patient care. It's designed to meet the unique dietary needs of patients while maintaining the highest standards of hygiene and quality.

### **3.2 Current status of the FSUs in public hospitals**

During the past two financial years (2021/22 and 2022/23), quality assessments were conducted in 59% (231 of 391) of Food Services Units (FSUs) in public hospitals using a standardized monitoring tool. Hospitals are required to obtain a score of 75% and above on food service quality assessment tool. Of the 231 hospitals assessed, a total of 184 hospitals met the set target. During this financial year (2023/24), additional 112 hospitals are required to obtain a score of 75% and above. It is this context that necessitated the NDoH to seek the support of a service provider in assessing 149 food service units in public hospitals (49 in the last quarter of 2023/24 financial year and 100 in the 2024/25 financial year).

## **4. Scope of work**

The NDoH will appoint a service provider to render support in assessing food service units in public hospitals: The scope of work is further defined below:

- Conduct comprehensive assessments using the Food Service Management Quality (FSMQ) assessment tool at 149 pre-selected hospitals for a period of 15 months starting 01 January 2024 up to 31 Mar 2025.
- Submit comprehensive reports and feedback following assessments.

## **5. Applicable legislation and policies**

All National legislation as applicable to Food Safety and Food Quality will pertain. In the absence of such legislation then all relevant Codex Alimentarius texts in accordance with the above shall apply. Of particular importance the following regulations, policies and guidelines are non-negotiable in the assessment of all food services:

- Regulations governing general hygiene requirements for food premises and transport of food, R. 638 of 22 June 2018.
- Regulations related to labelling and advertising of foodstuffs of 01 March 2010.
- National Department of Health Policy for Food Service Management in Public Health Institutions.
- National Guidelines for Food Service Units in Hospitals and Health Institutions-Volume 2.
- National Food Ration Scales for Food Service Units in Hospitals and Health Institutions-Volume 3.
- National Specifications for Perishable and Non-Perishable Foods-Volume 4
- National Manual for the Planning of a Food Service Unit and Dining Hall for a Hospital and Health Institution-Volume 5.
- Draft foodservice operational guide.

These regulations, policies and guidelines seek to achieve a high standard of food safety and quality in hospital foodservice units.

## 6. Deliverables and reporting timelines

- Compulsory attendance of the following meetings:
  - Inception meeting
  - Two half day virtual meetings for planning
- Submission of the final project plan
- Hospital score sheet sent to the hospital for validation within one week after the assessment date.
- Final score sheet and hospital assessment report including key recommendations for improvements sent to the hospital within two weeks after the assessment date.
- Attend five quarterly half day virtual meetings to present quarterly reports.
- Five consolidated quarterly reports including fully completed score sheets of all hospitals assessed (soft copy) submitted to NDoH Nutrition Directorate on 29 March 2024, 30 June 2024, 30 September 2024, 20 December 2024 and 14 March 2025 **(late submission of the quarterly reports will not be accepted under any circumstance).**

- Nine consolidated draft provincial reports both full and in 1/3/15 format – in Word and PDF format, of all hospitals assessed in the respective province including key recommendations for the province and district in supporting the hospitals. The full report may be up to 50 pages in length excluding appendices. The 1/3/15 summary report includes a one-page summary of key recommendations, a three-page executive summary of the whole report and a 15-page main report (Arial 11-point, single space, exclusive of appendices).
- One consolidated draft national report both full and in 1/5/25 format – in Word and PDF format, of all hospitals assessed in the country including high-level priority actionable recommendations for the national, provinces and districts in supporting the hospital. The full report may be up to 100 pages in length excluding appendices. The 1/5/25 summary report includes a one-page summary of implications for policy, a five-page executive summary of the whole report and a 25-page main report (Arial 11-point, single space, exclusive of appendices).
- Draft action plan for national, provinces and districts outlining specific steps to be taken to address the identified weaknesses to improve the hospital's food services, prioritization of recommendations based on urgency, impact, and feasibility and clear timelines, responsible persons, and performance indicators to track progress.
- Facilitate a validation workshop with key stakeholders to discuss the draft reports, refine the recommendations and the draft action plan.
- Final draft provincial reports (9), national report and action plan on or before 14 March 2025.
- Power point presentation of the overall project (not more than 15 slides). The presentation should have clear data, charts, and visuals to support the assessment findings and recommendations on or before 14 March 2025.

## **7. Management, monitoring and reporting**

The performance of the service provider will be managed through a Service Level Agreement (SLA). The successful bidder will be required to enter into an SLA with the NDoH. The National Treasury General Conditions of Contract (GCC) will form part of the SLA to be concluded between NDoH and the successful bidder.



## 8. Special conditions of the contract

Bidders should note that:

- All information related to this bid, or information provided to the service provider subsequent to the award of this bid, must be treated as confidential and may not be disclosed in any way to third parties without the explicit written consent of NDoH.
- Obligatory attendance of the inception, planning and quarterly reporting meetings.
- Strict quarterly reporting by the service provider to the NDoH Nutrition Directorate on the project plan deliverables as well as financial expenditure reporting will be adhered to.
- Obligatory facilitation of the validation workshop.
- Incidental expenses, if approved will be paid at the end of the project upon submission of proof thereof.

## 9. Bid Evaluation Criteria

### 9.1 Due diligence

The NDoH reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include an assessment of the capacity of the bidder in relation to its people, technology and system support capacity requirements as set out in the scope of work.

Bidders may be required to make a presentation to the Bid Evaluation Committee to qualify the proposal.

### 9.2 Bid Evaluation Stages

As part of the normal procurement process, the evaluation of a tender consists of the following stages.

*Stage 1: Mandatory requirements*

*Stage 2: Functionality evaluation*

*Stage 3: Price evaluation*

### 9.3 Mandatory Requirements

**NB: Failure to submit/attach proof of the following requirements with the bid lead to the disqualification the bidder's proposal:**

9.3.1. Compliance with all Tax Clearance requirements: Attach Valid Tax Clearance Certificate/ Tax Compliance Status Pin, Central Supplier Database Number, where consortium/joint ventures/ sub-contractor are involved, each party to the association must submit separate Tax Clearance requirements. The consortium/ joint venture will have to produce a signed contract or agreement by all parties.

9.3.2. It is compulsory for the bidder to have the following minimum personnel with the stipulated qualifications:

- One Project Manager, proof of qualifications in project management or administration must be attached.
- Two Registered Dietitians, proof of registration with HPCSA must be attached.
- Two Qualified Food Service Managers, proof of qualifications must be attached.

9.3.3. The technical proposal and the pricing schedule should be submitted in **one** envelop. Failure to complete or follow the pricing guidelines will result in your bid being disqualified.

### 9.4 Bid scoring guidelines

#### 9.4.1 Evaluation Process and Criteria

This bid will be evaluated in three (03) Phases as indicated hereunder:

**Phase 1:** Testing compliance to the eligibility criteria (mandatory requirements) mentioned on the preceding paragraph.

**Phase 2:** Bidders that have satisfied the mandatory requirements will be assessed against the technical evaluation criteria as indicated below. The service provider must achieve a minimum of 70 points in order to proceed to the next Phase of evaluation, bids that fail to achieve the minimum required points will be disqualified consequently not be considered for further evaluation; and

**Phase 3:** In this Phase bids will be evaluated on Price and Preference points system 20 (RDP/Specific Goals).

**Price 80** (VAT Inclusive). It is the responsibility of each bidder to ensure that all applicable taxes are included in the offer. Bidders must ensure that they factor in VAT for offers above R50 million as it is a compulsory requirement of the VAT Administration Act. If an entity not registered as VAT vendor is awarded a bidder, it is expected to register for VAT within 21 days of being awarded a contract and produce such proof of registration to the employer.

As a rule, the NDoH is not responsible for making a payment towards VAT on bidders that were awarded contracts without the inclusion thereof at the time bid closure.

NB: NDoH reserves the right to conduct due diligence on information provided prior to and post-appointment.

#### **9.4.2 Points awarded for specific goals**

- In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 2 below as may be supported by proof/documentation stated in the conditions of this tender.
- In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
  - an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

***(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.***

***Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)***

In line with the PPPFA requirements, this bid will be evaluated in accordance with the following preferential points scoring system (please mark with “X”):

80/20 scoring system	90/10 scoring system
X	

The table below depicts the point allocation for HDI.

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDI	8		
Women	6		
People with Disabilities	2		
Promotion of SMMEs	2		
*The empowerment of the work force by standardizing the level of skills and knowledge of workers	2		

**\* Points (2) for the promotion of others RDP goals can be claimed by a comprehensive skills transfer plan to be submitted as part of the technical proposal.**

ASSESSMENT	DESCRIPTION	SCORE
Excellent	Exceeds the required standard. Response answers the question with precision and relevance. Includes improvement through innovation and added value. Definite capacity to deliver the service	5
Good	Meets the standard required. Comprehensive response in terms of detail and relevance to the question. Likely capacity to deliver the service.	4
Acceptable	Meets the required standard in most aspects but fails in some areas. Acceptable level of details, accuracy and relevance Likely capacity to deliver the service	3
Limited	Fails the required standard in most aspects but meet some. Limited information / inadequate/only partially addresses the question. Questionable capacity to deliver the service	2
Inadequate	Significantly fails to meet the required standard. Inadequate detail provided / questions not answered/answers not directly relevant to the question. Unlikely capacity to deliver the service	1
Not Eligible for the consideration	Completely fails to meet the required standard. Response significantly deficient. Definite incapacity to deliver the service.	0

## 10. Bid Functionality evaluation criteria

	Criteria	Sub-criteria	Weight of criterion
1	<b>PROJECT PLAN AND TIMELINES:</b> Extent to which the project plan and timelines is responsive to and demonstrates the ability to achieve all the deliverables within the stipulated timeframes.	<p>Submit activity-based project plan and timelines for the whole project starting from 01 October 2023 to 31 March 2024. (<i>Evaluation- overall understanding of scope of the project and deliverables</i>).</p> <p>Activity based project plan <b>exceptionally</b> addresses all deliverables and indicates completion of the project <b>within</b> the required time frames and indicates additional value adds- (score 5)  Activity based project plan <b>adequately</b> addresses <b>all</b> deliverables and indicates completion of the project <b>within</b> the required time frames – (score 4)  Activity based project plan <b>adequately</b> addresses <b>most</b> deliverables and indicates completion <b>within</b> the required time frames – (score 3)  Activity based project plan <b>inadequately</b> addresses all deliverables and indicates completion <b>in significantly less</b> than the required time frames - (score 2)  Activity based project plan <b>does not fully</b> address all deliverables and <b>does not</b> indicate completion within the required time frames - (score 1)  Activity based project plan <b>not attached</b> to address all deliverables and to indicate completion of the project within the required time frames – (score 0)</p>	30
2	<b>QUALIFICATIONS, EXPERTISE AND EXPIERENCE OF PROJECT PERSONNEL:</b> Demonstration of sufficient capability with the necessary qualification, training, technical knowledge and expertise for the defined scope of work/deliverables.	<p>Demonstrate the service provider's ability and experience in executing the required services. The service provider should have a team with:</p> <ul style="list-style-type: none"> <li>• Qualifications in project management/administration, dietetics, food service management or nutrition with food service management subject/module <b>(10 weighting)</b></li> <li>• Expertise in organizational, communication (both verbal and writing), management and leadership skills, medical nutrition therapy, menu planning, therapeutic diets, food production systems, costing of menus and food procurement, food quality and safety, and regulatory compliance <b>(10 weighting)</b>.</li> <li>• Experience in the field of study <b>(10 weighting)</b></li> </ul>	30

		<p>Attach a signed curriculum vitae (CV) for each team member which must include clearly reflected qualification, expertise and experience. <b>Failure to sign a CV as indicated above will result in your bid scoring a zero as the CV will be deemed to be invalid:</b></p> <p><b>Qualification</b>  Team has all than the required team members with stipulated qualifications, proof attached and has <b>4 - 5 additional</b> members with <b>additional qualifications</b> – (score 5)  Team has all the required team members with stipulated qualifications, proof attached and has <b>3- 4 additional</b> members with <b>additional qualifications</b> – (score 4)  Team has all the required team members with stipulated qualifications, proof attached and has <b>2- 3 additional</b> members with <b>additional qualifications</b> – (score 3)  Team has all the required team members with stipulated qualifications, proof attached and has <b>1- 2 additional</b> members with <b>additional qualifications</b> – (score 2)  Team has all the required team members with stipulated qualifications, proof attached and has <b>1- 2 additional</b> members with <b>no additional qualifications</b> – (score 1)  Team has all the required team members with stipulated qualifications, proof attached and has <b>no (0) additional</b> members – (score 0)</p> <p><b>Expertise</b>  5 Team member (s) who has managed similar projects in the last 5 years. – (score 5)  4 Team member (s) who has managed similar projects in the last 5 years. – (score 4)  3 Team member (s) who has managed similar projects in the last 5 years. – (score 3)  2 Team member (s) who has managed similar projects in the last 5 years. – (score 2)  1 Team member (s) who has managed similar projects in the last 5 years. – (score 1)  0 Team member (s) who has managed similar projects in the last 5 years. – (score 0)</p> <p><b>Experience</b></p>	
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		<p>Team member (s) with 10 or more years of experience in their field of qualification. – (score 5)</p> <p>Team member (s) with 8-9 years of experience in their field of study. – (score 4)</p> <p>Team member (s) with 5-7 years of experience in their field of study. – (score 3)</p> <p>Team member (s) with 3-4 years of experience in their field of study. – (score 2)</p> <p>Team member (s) with 1-2 years of experience in their field of study. – (score 1)</p> <p>Team member (s) with 0 years of experience in their field of study. – (score 0)</p>	
3	<b>METHODOLOGY AND TOOLS:</b> Extent to which the proposal is responsive to and meets the criteria detailed in the scope of work.	<ul style="list-style-type: none"> <li>• A broad overview of approaches, methodologies and tools that are proposed to tackle the scope of work. The proposal outlining the approaches, methodologies and tools must be attached for assessment. The proposal should:</li> <li>• Provide information on the overall assessment methodology/approach, including the policies, guidelines, and other documents to be used.</li> <li>• Outline the data collection methods and how objectivity and accuracy will be ensured during the assessments.</li> <li>• Indicate if any software, technology, or specialized programme will be used to enhance the assessment process.</li> </ul> <p><i>(Evaluation – overall knowledge of the food service assessment approaches, methodologies and tools).</i></p> <p>5) Methodology and proposed plan <b>exceptionally</b> address the manner in which the project will be delivered and indicate additional value adds- (score 5)</p> <p>4) Methodology and proposed plan <b>adequately</b> specify all requirements in the scope of work and is acceptable for implementation – (score 4)</p> <p>3) Methodology and proposed plan <b>adequately</b> address <b>most</b> requirements in the scope of work – (score 3)</p>	20



		<p>2) Methodology and propose plan <b>inadequately</b> address requirements in the scope of work - (score 2)</p> <p>1) Methodology and proposed plan <b>do not</b> outline the requirements as specified in the scope of work – (score 1)</p> <p>0) No methodology and proposed plan attached to address requirements in the scope of work – (score 0)</p>	
4.	<p><b>TRACK RECORD OF THE FSU ASSESSMENTS:</b> Extent to which previous reports reflect quality, clarity and usefulness</p>	<p><b><i>Bidder (s) are required to demonstrate relevant experience and competency by providing reports as example of the previous assessment conducted at a food service unit.</i></b>  <i>(Evaluation - quality, clarity and usefulness of work previously produced).</i></p> <p>5 or more examples of previous reports provided. – (score 5)</p> <p>4 examples of previous reports provided – (score 4)</p> <p>3 examples of previous reports provided – (score 3)</p> <p>2 examples of previous reports provided – (score 2)</p> <p>1 examples of previous reports provided – (score 1)</p> <p>0 examples of previous reports provided – (score 0)</p>	10
5	<p><b>CONTACTABLE REFERENCES:</b> Extent to which feedback from references indicate integrity, reliability, and professionalism.</p>	<p><b><i>Bidder (s) should submit full details of contactable references for previous projects at a food service unit which were successfully completed.</i></b>  <i>(Evaluation - integrity, reliability, and professionalism).</i></p> <p>5 or more contactable references for previous projects provided. – (score 5)</p> <p>4 contactable references for previous projects provided – (score 4)</p> <p>3 contactable references for previous projects provided – (score 3)</p> <p>2 contactable references for previous projects provided – (score 2)</p> <p>1 contactable reference for previous projects provided – (score 1)</p> <p>0 contactable references for previous projects provided – (score 0)</p>	10

## 11. Bid pricing evaluation

### 11.1 Price evaluation criteria

#### 11.1.1 Price points scoring system

In line with the PPPFA requirements, this bid will be evaluated in accordance with the following preferential points scoring system (please mark with "X"):

80/20 scoring system	90/10 scoring system
X	

The table below depicts the point allocation for HDI.

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDI	8		
Women	6		
People with Disabilities	2		
Promotion of SMMEs	2		
The promotion of South African owned enterprise	2		

The technical and financial proposals **must be submitted in one sealed envelope.**

#### Note:

- **SOUTH AFRICAN PRICING.** The total price must be **VAT inclusive** and be quoted in South African Rand (ZAR).
- **TOTAL PRICE**
  - a. All quoted prices are the total price for the entire scope of required services and deliverables to be provided by the bidder.
  - b. All costs must be included in this bid.

All additional costs must be clearly specified.

Bidder must complete the pricing as per **Tables 1 – 4 on the attached Excel Sheet**

- Line Prices are all VAT EXCLUDING, and TOTAL PRICE is VAT INCLUSIVE

## 11.2 Pricing

Price (VAT Inclusive). It is the responsibility of each bidder to ensure that all applicable taxes are included in the offer. Bidders must ensure that they factor in VAT for offers of R1 million and above it is a compulsory requirement of the VAT Administration Act. If an entity not registered as VAT vendor is awarded a bidder, it is expected to register for VAT within 21 days of being awarded a contract and produce such proof of registration to the employer.

As a rule, the NDoH is not responsible for making a payment towards VAT on bidders that were awarded contracts without the inclusion thereof at the time bid closure.

## **12.Submission of complete bid documents**

Bidders must submit all required documents by the closing date and time of the bid.

Bidders are requested to submit two sets of bid documents according to the instructions below:

- **Set 1: Hard copy (constitutes the legally binding bid document)**

All SBD and Bid Response forms must be completed in black typescript. All fields must be completed. Where no electronic entry field is provided, bidders must complete the forms in black ink, handwritten in capital letters. Where information as requested is not relevant, this should be indicated with N/A. After completion, the full PDF document and the Bid Response document must be printed. Bidders must submit their complete bid in hard copy format (paper document). The signed hard copy of the bid document will serve as the legal bid document.

The duly authorised designee of the entity submitting the bid must attach his/her official signature where indicated on the documents. All pages in the bid submission must be initialled by the same person with black ink. The use of correction fluid is not acceptable. Any change/s must be clearly indicated and initialled. Where certified copies of documents are required, the person certifying such documents must not be associated with the bidder in any way.

- **Set 2: Electronic version of bid documents**

Bidders are requested to submit the electronic versions of all bidding documents to facilitate data extraction. The PDF document must be submitted as editable PDF.

Set 2 must be included on an USB and submitted in a sealed package with Set 1. The full name and address of the bidder, the bid number and the closing date of the bid must be clearly indicated on the package.

**All two sets of bid documents must be submitted before or on the closing time of the bid (date and hour specified in the bidding documents). Late submission of bid documents will lead to the disqualification of the bidder. Incomplete bids will be deemed non-responsive.**

Bid documents must be deposited into the tender box located in the reception area at **Dr AB Xuma Building, 1112 Voortrekker Road, Thaba Tshwane, Pretoria, 0187** before the deadline of **30 October 2023**.

The timelines for the application process are shown in Table 5.

**TABLE 5: APPLICATION TIMELINES**

Stage	Date/Time
1. Publication date	<b>05 October September 2023</b>
3. Deadline for submitting applications	<b>30 October 2023</b> <b>At 11:00AM</b>

### **13. Contact Details**

Please direct your requests for information and questions/queries to:

Contact email: [tenders@health.gov.za](mailto:tenders@health.gov.za)

Please note that questions and requests for information must be submitted on or before the **20 October 2023, 16H00**.