



health

Department:
Health
North West Provincial Government
REPUBLIC OF SOUTH AFRICA



Health Office Park
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MMABATHO
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SUPPLY CHAIN MANAGEMENT

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INVITATION TO BID: NWDOH 23/2024: FOOD SERVICE MANAGEMENT SERVICES AT VARIOUS HEALTH FACILITIES IN THE NORTH WEST PROVINCE FOR A PERIOD OF FOUR (04) YEARS.

Open bids are hereby invited for Food Service Management (Catering) Services at various Health Facilities in the North West Province for a period of four (04) years.

The conditions contained in the Preferential Procurement Policy Framework Act and 2022 PPPFA Regulations, National Treasury Implementation Guide: Preferential Procurement Regulations 2022, the General Conditions of Contract (GCC) and/ NEC 3 Engineering & Construction Contract, i.e. Annexure "A" and the attached bid forms, as well as any other conditions accompanying this invitation, are applicable.

1. The work procedure the bidder proposes to follow in order to obtain the required result must be clearly outlined and its terms may not conflict with those contained in the General Conditions of Contract.
2. All the documents accompanying this invitation to bid must be completed in detail where applicable, and together with all documentation required in considering the bid, be sealed in an envelope and be deposited in the bid box before the closing date and time.
3. The proposals in a sealed envelope and marked with the Bid Number , Company Name, Closing Date and Closing Time should be deposited in the Bid Box situated at the entrance of the **Department of Health North West, New Office Park Building, Ground floor, Corner First Street and Sekame, Mmabatho [Behind the Crossing Mall]. No correspondence will be entered into regarding non-submission/attachment of required documents after bid closure. Failure to submit all the required documents will render your bid non-responsive**
4. Duly completed and signed original bid documents issued by the Department should be sealed in an envelope marked:

Bid number : NWDOH 23/2024
Company Name :
Closing date : 29 NOVEMBER 2024
Closing time : 11H00

Technical enquiries : Ms T. Tuge: 018 391 4060/ 060 978 6130

No telegraphic or facsimile bids will be considered.

5. In terms of the PFMA Treasury Regulations 2005:-

A. **Regulation 16A9. 1 [e] and [f]** the Accounting Officer of the Department may-

- i. Reject a proposal for the award of a contract if the recommended bidder has committed a corrupt or fraudulent act in competing for the particular contract, or
- ii. Cancel a contract awarded to a supplier of goods or services
 - If the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract, or
 - If any official or other role-player committed any corrupt or fraudulent act during the bidding process or the execution of that contract that benefitted that supplier.

B. **Regulation 16A9.2 [a] and [b]** the accounting officer or accounting authority-

- i. May disregard the bid of any bidder if that bidder, or any of its directors-
 - Have abused the institution's supply chain management system
 - Have committed fraud or any other improper conduct in relation to such system.

C. Bidders may NOT buy gifts for or ask for cell phone numbers from Bid Committee Members or contract managers during briefing sessions, evaluation and adjudication of bids. In terms of the **NATIONAL TREASURY MINUTE 3/3/2/10 DATED 23 APRIL 2006-CODE OF CONDUCT FOR BID ADJUDICATION COMMITTEES** governing the Conduct of all Bid Committees, Stakeholders and SCM Practitioners involved in the SCM processes:-

- i. Bid information and documentation are confidential
- ii. No unauthorized communication should be made with a bidder/contractor by any member, stakeholder or SCM Practitioner prior to or after any meeting during the evaluation and adjudication of bids

D. **IN TERMS OF THE NATIONAL TREASURY SCM PRACTICE NOTE NUMBER: SCM 4 OF 2003; CODE OF CONDUCT FOR SUPPLY CHAIN MANAGEMENT PRACTITIONERS -**

"6.5. No person should:-

"6.5.1 Interfere with the supply chain management system of an Institution

"6.5.2 Amend or tamper with any bid after its submission

6. Bidders should ensure that all the relevant documentation required in considering bids are submitted. **Failure to submit all the required documents may render your bid non-responsive**
7. The Department will not be held responsible for missing or duplicated documents. **Bidders are required to sign, number sequentially and initial on each page of the bidding documents. Bid documents must be binded.**
8. It is the ultimate responsibility of every bidder to ensure that his/her bid is duly deposited in the Bid Box situated at the entrance of the Department of Health North West, New Office Park Building, Ground floor, Corner First Street and Sekame, Mmabatho on time before the closing date and time. **The Department of Health shall not be held responsible for any couriered bid documents that do not reach the Bid Box by the Closing date and time. – Couriered documents must be deposited in the bid box by Couriers before the closing date and time .No correspondence will be entered into regarding late bids and couriered documents that were not deposited in the bid box by the bid closing date and time.**
9. The Department of Health reserves the right to award any bid in whole or in part and the Department **does not bind itself to accept the lowest or any bid in whole and price alone is not a determining factor.**
10. National Treasury has per Circular no 3 OF 2015/2016 given instructions to all PFMA Institutions that with effect from 01 April 2016, no quotation or bid may be awarded to any supplier who is not registered as a Prospective Supplier on the National Treasury Central Service Provider Database [CSD]]. If you are not registered proceed to complete the registration of your company prior to submitting your bid. Refer to <https://secure.csd.gov.za/> to register your company. Ensure that all documentation on the database are updated and valid. Bidders should further note that the Central Supplier Database (CSD) will be utilized to confirm compliance to tax and other related matters. It is therefore the bidder's responsibility to ensure compliance in all respects.

11. For more information please contact the following:

ADMINISTRATION ENQUIRES:

- Ms N. Tshabalala 018 391 4386/ NSegwabanyane@nwpg.gov.za
- Ms R. Setena 018 391 4559 RPSetena@nwpg.gov.za

TECHNICAL ENQUIRIES:

1. **Ms Tuge** : 018 391 4060 / 060 978 6130
2. **Ms Radebe** : 018 391 4211

Potential bidder(s) must reduce all telephonic enquiries to writing and send them to the above email addresses.

12. CONDITIONS TO BID

This bid is issued under the condition that the bidder should at any stage during production or execution or on completion of the bid be subject to inspection. The premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by the representative of the Department of Health or organization acting on behalf of the State. The bidder shall provide, if required, all required facilities for inspections, tests and analysis of the land available, apparatus which may be required for the purpose of such inspection, tests and analysis free of charge unless otherwise specified. The bidder also agrees that the financial standing of the bidder may be examined as part of the inspection

13. RISK ANALYSIS

A risk analysis as per applicable legislation and prescripts shall be used to establish the competency and ability of the successful bidder for the project

14. BID CONDITIONS

- a) Late bids will not be considered. Please note that bids are late if they are received at the address given in the bid document after the bid closing date and time.
- b) Bids will be valid for a period of 90 days.
- c) All bid prices must be quoted in South African currency and must be VAT inclusive.
- d) All the Relevant Forms attached to this bid document must be completed and signed in black ink where applicable by a duly authorized official. Use of tippex and pencil in the bid document are not allowed. Where cancellation has been made, bidders should endorse with a signature

15. BID ADMINISTRATION DOCUMENTS TO BE SUBMITTED BY ALL BIDDERS:

National Treasury has per **PFMA SCM INSTRUCTION NO.9 OF 2022/2023 MANDOTRY UTILISATION OF THE E-TENDER PORTAL FOR PUBLICATION OF BID OPPORTUNITIES, BID AWARDS AND ANY BID RELATED NOTIFICATIONS DATED 13 OCT 2022** prescribed the mandatory advertisement of bids on the e-tender Publication Portal by all departments. Constitutional institutions and public entities listed In Schedules 2 and 3 to the Public Finance Management Act (PFMA). 1999 (Act No.1 of 1999), hereafter referred to as PFMA compliant institutions. This application is aimed at ensuring that all potential service providers have easy access to advertised bids and are provided with an opportunity to supply PFMA compliant institutions with goods and services, as they may require. With effect from 1 Nov 2022, all PFMA compliant institutions must submit the following information to the relevant treasury's e-Tender Publication Administrator in support its advertisement:

- a) Bid description;
- b) Bid number;
- c) Name of the PFMA compliant institution;
- d) The place where the bid is required;
- e) The closing date and time of the bid;
- f) The PFMA compliant institution's contact details (postal and physical address, Telephone number, etc.);
- g) The place where bids can be collected;
- h) The place where bids should be delivered; and
- i) The bid document, that is,
 - Invitation to Bid-which explains the bid administration requirements and the evaluation criteria, to be complied with by all bidders.
 - SBD Forms Prescribed by National Treasury- to be completed by all Bidders without exception
 - Technical Bid Specifications/Terms of Reference or Bill of Quantities requirements - depending on the technical nature of the bid.

16. BID ADMINISTRATIVE REQUIREMENTS/CRITERIA TO BE USED IN EVALUATING A BID

The National Treasury **Supply Chain Management Circular Ref 3/4/3/2/10 dated 10 May 2005**: Page 2 Paragraph 1 stipulates that "Bids may only be evaluated in accordance with the evaluation Criteria stipulated in the bid documentation"

All the under-mentioned documentation /criteria required to evaluate this bid must be sealed in an envelope and be deposited in the bid box before the closing date and time.

ALL BIDDERS ARE REQUIRED TO ENSURE THAT THE FOLLOWING DOCUMENTS ARE ATTACHED:-

- (a) Original, fully completed and signed applicable SBD Bid Documents and Preference Claim Forms in terms of the Preferential Procurements Regulations and National Treasury SCM prescripts. **NB. All Bidders are required to fully complete the SBD forms (SBD form 1, 3.2, 4, 6.1,) as required by the National Treasury PFMA prescripts and the PPPFA**

Regulations AND to fully complete all other forms as required by the specification, without fail.

N.B: Bidders disclosure on SBD 4 – (Must declare other companies that they own, Refer to Paragraph 2.3). In case of joint venture, both companies should complete separate SBD forms

- (b) Copies of Identity Documents of the Directors / Main Shareholders of the company.
- (c) Valid Tax Clearance Certificate/ Tax Compliance Status PIN or CSD Report- The Department will also verify the tax compliance status of bidder
- (d) **Only Bidders who collect bid documentation from the Health Department must attach a General Revenue Receipt of Two Hundred Rand (R200-00). Original or Copy of stamped Bank Deposit slip or Electronic Transfer printout or Departmental Revenue Receipt reflecting the name of the Bidder and Bid Number –Bidders are encouraged to download the bid documentation from the E-Tender (For free)**

Bank Name	: FNB
Account Name	: NW Health
Account holder	: NWPG
Branch code	: 250655
Account number	: 62811730747

- (e) Copy of Company Registration Certificate from the Registrar of Companies of all Parties indicating the names of directors or main shareholders of the company. **NB The old Company Registration certificates issued in terms of the repealed 1973 Companies Act which do not show the company Directors 'names are not acceptable. All bidders are required to submit the updated Company Registration Certificates issued by the Registrar of Companies in terms of the 2008 Companies Act, that is, a complete certificates which indicate the names of all Directors or main shareholders of the Company.**
- (f) Bidders are required to submit copy of a valid B-BBEE Status level Verification Certificate, together with their bids, to substantiate their B-BBEE rating claims.
An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 MILLION or less
- (g) Bidders who do not submit B-BBEE Status level Verification Certificates , a sworn affidavit or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but shall not be disqualified from the bidding process , but will score points out of price only and zero [0] points out of B-BBEE.

(h) **In the case of joint venture (JV) or Consortium the following documents must be attached to the Bid documents:-**

- Valid Tax Clearance Certificate pin of all Partners- / Tax Compliance Status PIN or CSD report- The Department will also verify the tax compliance status of bidder
 - Copies of Identity Documents of all Directors / Main Shareholders of the company.-
 - Joint venture agreement duly signed by all parties
 - A certificate or agreement regarding shareholder -ship of members
 - Copies of Company Registration Certificates from the Registrar of Companies of all Parties to a Joint Venture indicating the names of directors or main shareholders of the companies to the joint venture.-**NB The old Company Registration certificates issued in terms of the repealed 1973 Companies Act which do not show the company Directors 'names are not acceptable. All bidders are required to submit the updated Company Registration Certificates issued by the Registrar of Companies in terms of the 2008 Companies Act, that is, a complete certificates which indicate the names of all Directors or main shareholders of the Company**
 - Copy of a valid Certificate of the Consolidated B-BBEE Status level verification Certificate.-An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 MILLION or less -Bidders who do not submit B-BBEE Status level Verification Certificates , a sworn affidavit or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but shall not be disqualified from the bidding process , but will score points out of price only and zero [0] points out of B-BBEE
- (i) A Trust, consortium or a joint venture are required to submit a Consolidated-BBEEE Status Level Verification Certificate for every separate bid
- (j) Public entities and tertiary institutions are required to submit B-BBEE Status level verification certificates together with their bids

All the bid documents should be completed, signed and sealed in an envelope and deposited in the Bid Box, situated at the entrance of the **Department of Health North West, New Office Park Building, Ground Floor, Corner First Street and Sekame, Mmabatho.**

16. VALIDITY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES

- AO/AAs must ensure that the B-BBEE Status Level Verification Certificates submitted are issued by the following agencies:
 - Tenderers other than EMEs
 - I. Verification agencies accredited by SANAS; or
 - Tenderers who qualify as EMEs
 - II. Sworn affidavit signed by the EME representative and attested by a Commissioner of oaths.

16.1 Verification agencies accredited by SANAS

- 16.1.1 These certificates are identifiable by a SANAS logo and a unique BVA number.
- 16.1.2 Confirmation of the validity of a B-BBEE Status Level Verification Certification can be done by tracing the name of the issuing Verification Agency to the list of all SANAS accredited agencies. The list is accessible on <http://www.sanas.co.za/directory/bbee default.php>
- 16.1.3. The relevant BVA may be contacted to confirm whether such a certificate is valid.
- 16.1.4 As a minimum requirement, all valid B-BBEE Status Level Verification Certificates should have the following information detailed on the face of the certificate:
 - The name and physical location of the measured entity
 - The registration number and, where applicable, the VAT number of the measured entity;
 - The date of issue and date expiry;
 - The certification number for identification and reference;
 - The scorecard that was used (for example QSE, Specialized or Generic);
 - The name and / or logo of the Verification Agency;
 - The SANAS logo
 - The certificate must be signed by the authorized person from the Verification Agency; and
 - The B-BBEE Status Level of Contribution obtained by the measured entity

17. VERIFICATION OF B-BBEE LEVELS IN RESPECT OF EMEs

- 17.1. In terms of the Generic Codes Practice, an enterprise including a sole propriety with annual total revenue of R10 million or less qualifies as an EME

- 17.2 in instances where Sector Charters are developed to address the transformation challenges of specific sectors or industries, the threshold for qualification as an EME may be different from the generic threshold of R10 million. In such instances, the relevant sector Charter threshold will therefore be used as a basis for a potential bidder to qualify as an EME. (For example the approved threshold for EMEs for the Tourism and Construction Sector Charters are R2.5 million and R1.5 million respectively)
- 17.3 An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 million or less and level of black ownership to claim points.
- 17.4 An EME that is regarded as a Specialized Enterprise is required to submit a sworn affidavit confirming their annual turnover/allocated budget/ gross receipt of R10 million
- 17.5 An EME may be measured in terms of the QSE scorecard should they wish to maximize their points and move to a higher B-BBEE recognition level. It is in this context that an EME may submit a B-BBEE verification certificate

18. EVALUATION CRITERIA FOR THIS BID IS AS FOLLOWS:

90/10 PREFERENTIAL POINT SYSTEM

90 = Price (NOTE: All bid price/should be VAT inclusive)

10 = Preferential points (Points will be allocated according to the specific goals table below)

Specific Goals	Procurement Transactions Preference Points allocated out of 10
B-BBEE Status level of Contributor	5
1	5
2	4
3, 4, 5, 6, 7, 8 and Non-compliant contributor	0
Enterprises located in a specific District Municipality, Township or region for work to be done or services to be rendered in that area	2
Residing within the North West Province	2
Residing outside the North West Province	0

Designated Groups(any bid that meets one or more of the five will get maximum points)	3
- Enterprises 51% owned by black women. - Enterprises 51% owned by people with disability - Enterprises 51% owned by black youth. - Enterprises 51% owned by black military veteran - Registered Cooperatives within the North West Department of Health database	3

NB: Points will be allocated to all those who submitted their BBBEE verification certificates/Sworn Affidavit and Confirmation of preferred address on CSD will be checked and printed by the SCM Practitioner for locality points.

CHIEF DIRECTOR: SUPPLY CHAIN MANAGENT

DATE: 29/10/2024

COMPLIANCE CHECKLIST		
NB. THE BIDDERS MUST COMPLETE THE CHEKLIST TO VERIFY/CONFIRM WHETHER A BIDDER HAS ATTACHED ALL OF THE BID ADMINISTRATIVE REQUIREMENTS		
NO	REQUIREMENT	HAVE YOU ATTACHED Answer Yes or No
1	Compulsory Briefing session	N/A
2	General Revenue Receipt should be attached by all bidders who obtained hardcopy bid documentation at the Offices of the Health Department-.Original Bank Deposit slip or Electronic Transfer printout receipt reflecting the name of the Bidder and Bid Number. NB–Bidders who download the bid documentation from the E-Tender Website are exempted from this requirement. Bidders are encouraged to download the bid documentation from the E-Tender Website	
3	Original, fully Completed and signed applicable Bid Documents and Preference Claim Forms in terms of the Preferential Procurement Regulations. NB. All Bidders are required to fully complete the SBD forms as required by the National Treasury PFMA prescripts and the 2022 PPPFA Regulations <u>AND</u> fully complete all other forms as required by the specification, without fail. Any bidder having not complied with these requirements shall be disqualified. [Each of the following SBD form must be fully completed and signed.]	
3.1	Availability of signed and fully completed SBD 1- Invitation to bid	
3.2	Availability of signed and fully completed SBD 3.2 - Non-Firm Prices	
3.3	Availability of signed and fully completed SBD 4- Declaration of Interest Bidders disclosure on SBD 4 – (Must declare other companies that they own, Refer to Paragraph 2.3). In case of joint venture, both companies should complete separate SBD forms	
3.4	Availability of signed and fully completed SBD 6.1 - Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022	
4	Copies of Identity Documents of all Directors / Main Shareholders of the company.	
5	Valid Tax Clearance Certificate / Tax Compliance Status PIN or CSD Report-	

	Indicate the expiry date[s] of all the TCC The Department will also verify the tax compliance status of bidder	
6	Copy of Company Registration Certificate from the Registrar of Companies of all Parties indicating the names of directors or main shareholders of the company. NB The old Company Registration certificates issued in terms of the repealed 1973 Companies Act which do not show the company Directors 'names are not acceptable. All bidders are required to submit the updated Company Registration Certificates issued by the Registrar of Companies in terms of the 2008 Companies Act, that is, a complete certificates which indicate the names of all Directors or main shareholders of the Company without fail	
7	TOTAL BID PRICE INCLUDING VAT AMOUNT.....	
8	Bidders are required to submit copy of a valid B-BBEE Status level Verification Certificate, together with their bids, to substantiate their B-BBEE rating claims. An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 MILLION or less -Bidders who do not submit B-BBEE Status level Verification Certificates , a sworn affidavit or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but shall not be disqualified from the bidding process , but will score points out of price only and zero [0] points out of B-BBEE	
9 IN THE CASE OF JOINT VENTURE (JV) OR CONSORTIUM THE FOLLOWING DOCUMENTS MUST BE ATTACHED TO THE BID DOCUMENTS		
9.1	Valid Tax Clearance Certificate of all Partners- / Tax Compliance Status PIN or CSD report- The Department will also verify the tax compliance status of bidder Indicate the expiry date[s] of all the TCC of the JV partners.	
9.2	Copies of Identity Documents of all Directors / Main Shareholders of all Parties to the Joint Venture.	
9.3	Joint venture agreement duly signed by all parties	
9.4	General Revenue Receipt should be attached by all bidders who obtained hardcopy bid documentation at the Offices of the Health Department-Original Bank Deposit slip or Electronic Transfer printout receipt reflecting the name of the Bidder and	

	Bid Number NB-Bidders who download the bid documentation from the E-Tender Website are exempted from this requirement	
9.5	Copies of Company Registration Certificates from the Registrar of Companies of all Parties to a Joint Venture indicating the names of directors or main shareholders of the companies to the joint venture.- NB The old Company Registration certificates issued in terms of the repealed 1973 Companies Act which do not show the company Directors 'names are not acceptable. All bidders are required to submit the updated Company Registration Certificates issued by the Registrar of Companies in terms of the 2008 Companies Act, that is, certificates which indicate the names of all Directors or main shareholders of the Company, without fail.	
9.6	Copy of a valid Certificate or the Consolidated B-BBEE Status level verification Certificate or confirmation letter. An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 MILLION or less Bidders who do not submit B-BBEE Status level Verification Certificates , a sworn affidavit or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but shall not be disqualified from the bidding process , but will score points out of price only and zero [0] points out of B-BBEE	
10	A Trust, consortium or a joint venture are required to submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid	
11	Public entities and tertiary institutions are required to submit B-BBEE Status level verification certificates together with their bids	
12	Duly completed and signed original bid documents issued by the Department should be sealed in an envelope marked: Bid number : NWDOH 23/2024 Company Name : Closing date : 29 NOVEMBER 2024 Closing time : 11H00	
13	Address and contact details:	

SIGNATURE BY BIDDER:

DATE:



health

Department:
Health
North West Provincial Government
REPUBLIC OF SOUTH AFRICA



Ground Floor,
Office Park
Private Bag X 2068
MMABATHO

Health

**DEPARTMENTAL BID ADJUDICATION
COMMITTEE**

Tel no: 018 391 4514
Enq: Ms N. Moeketsi
Email: nmoeketsi@nwpg.gov.za

**FOOD SERVICE MANAGEMENT SERVICES AT VARIOUS HEALTH FACILITIES IN THE NORTH
WEST PROVINCE FOR A PERIOD OF FOUR (04) YEARS.**

1. PURPOSE

To invite open bids for Food Service Management Services at various health facilities in the North West Province for a period of four (04) years.

2. BACKGROUND

The Province has been having service providers rendering food management services to various health facilities including nursing colleges since 2016 to date. The Contract expired on the 30th October 2020, the other one expired on the 31 January 2023 and it was further extended on a month-to-month basis not exceeding six (6) months, thus the need to advertise the new tender. For the purposes of this bid, food services management means the menu preparation, purchasing, transportation and supply of food stock as well of issuing and distribution of food in health facilities.

It is against this background that companies are invited to bid for the above-mentioned services. The contract will take into account both the risk associated with this service and the need to empower local and emerging enterprises.

3. EXPECTED DELIVERABLES AND OUTCOMES

- 3.1 Ensuring that meals provided to clients/ patients at public health establishments are safe, nutritious, good quality and culturally acceptable.
- 3.2 Food items must be purchased locally.
- 3.3 Upholding the ethos of the Patients Right Charter and Batho Pele Principles through appropriate and effective delivery of food services.
- 3.4 Improved client/patient food satisfaction
- 3.5 Empowerment of local farmers, through providing a clear market access programme.
- 3.6 Creation of jobs in the province, through a structured and measurable local supply development and buy local programme.
- 3.7 Skills transfer.
- 3.8 No price increase other than a general increase by CPI (Consumer Price Index) shall be entertained for the duration of the contract. However, in exceptional circumstances the department may consider other economic indicators in determining the appropriate increases.
- 3.9 The increase will be preceded by an application for annual increase through the appointed service provider 3 months before the contract anniversary.

4. ENTERPRISE DEVELOPMENT PROGRAMME

Small and Medium Micro Enterprises are critical backbone for job creation, productivity and improvement of living standards as well as inclusive growth. Government and Corporates are better served in their endeavours to stimulate job creation through driving programmes of enterprise development.

Therefore, all service providers are expected to significantly source from local suppliers (i.e NW based suppliers).

5. TIME FRAME

Four (4) Years.

6. EVALUATION OF THE BID

6.1. The submission from the service provider will be evaluated in terms of the 90/10 point system as stipulated in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and the Department's Preferential Procurement Policy.

6.2. The bids will be evaluated on four phases:

Phase 1: Administrative Compliance

Phase 2: Bidder Requirements

Phase 3: Functionality

Phase 4: 90/10 Preference Point system

6.3. Phase 1: Administrative Compliance:

6.3.1. The below administrative bidding requirements shall be complied with and required documents must be attached before consideration for further evaluation.

6.3.2. Without limiting the generality of NWDOH's other critical requirements for this Bid, bidder(s) must submit the documents listed in Table below. All documents must be completed and signed by the duly authorized representative of the prospective bidder(s). During this phase Bidders' responses will be evaluated based on compliance with the listed administration. The bidder(s) proposal may be disqualified for non-submission of any of the documents.

Documents	Non-submission and partial completion will result in disqualification	Requirement
Invitation to Bid – SBD 1	YES	Complete and sign the supplied pro forma document
Pricing Schedule – SBD 3.2	YES	Complete and sign the supplied pro forma document
Bidders Disclosure – SBD 4	YES	Complete and sign the supplied hard copy with the bid at the closing date and time. (Must declare other companies that they own. Refer to Paragraph 2.3). in case of joint venture, both companies should complete separate SBD forms

Preference Point Claim Form – SBD 6.1	NO	Non-Returnable of the supplied pro forma document will lead to Disqualification. Non-claiming of points on this form will lead to zero (0) even if supporting documentation is attached
Joint Ventures (J/V)	YES	Attach a valid JV agreement. Non-submission will lead to disqualification. In the case of an award, the company need to register on CSD as a JV. The process is that the service providers must register the JV at SARS then open a JV bank account. With those documents they can then register the JV on CSD. The department will only make payment to a JV account. Should complete 2 separate SBD 4 for each company

6.3.3. **Bidders must ensure that they meet the following requirements before the bid can be awarded:**

Criteria	Requirement
Tax compliance status	- Bidder must be tax compliant before the bid is awarded, It is compulsory for a person to register for VAT if the value of taxable supplies made or to be made, is in excess of R1 million
Identity number (s) or directors	Must all be active
Business registration	Entity must be in business
Company registration with central supplier database (CSD)	Bidders must be registered as a service provider on the Central Supplier Database (CSD). If not registered must proceed to complete the registration prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Attach detailed CSD registration document
In the service of the state status	Bid will not considered if Shareholders or directors are employed by state /government departments, municipalities, municipal entities, public entities unless the approval from executive authority to do remunerative work outside public service and to do business with the state is submitted with the proposal
Tender defaulting and restriction status	Entity and directors must not be restricted

6.4. Phase 2 Bidder Requirements

Should bidders not comply with any of these requirements under section 6.4, the bidder will be disqualified.

6.4.1. QUALITY STANDARDS CERTIFICATIONS

Bidder(s) must submit, with bid documents the following:

- 6.4.1.1. Certificate/s of compliance for any of the following food quality standards.
- a) ISO 22000:2018 "Food Safety Management Systems- requirements for any organization in the food chain"
 - OR**
 - b) SANS 10330:2020 or latest version "Requirements for HACCP system"
- 6.4.1.2. Bidder(s) must submit with the bid document detailed information of the menus as indicated 6.6.1 to 6.6.8. Should bidders not comply with these requirements, the bid will be considered invalid.
- 6.4.1.3. Bidder(s) must be fully complete Costing of menus and Financial Schedules in the bid submission
- 6.4.1.4. Quality Assurance for food services (Menu adherence) Proof of employment/ intention to employ (Signed letter of commitment from the bidder and prospective employee) a dietician to guarantee adherence to menu and training with at least three (3) years' experience **(CV, qualifications, and HPCSA registration must be attached)**
- 6.4.1.5. Details of Private Food Service Company's staff- Proof of employment/ intention to employ (Signed letter of commitment from the bidder and prospective employee) a Assistant Private Provisions and Store-men according to Annexure G with two (2) years' experience (CV must be attached).
- 6.4.1.6. Details of Private Provisions Manager/s must have tertiary qualification in food and beverage management with at least two years' experience according to annexure G (attach proof of employment/intention to employ signed by the bidder and prospective employee, CV (s) and qualification (s)).

6.5. Phase 3 : FUNCTIONALITY EVALUATION CRITERIA = 100 POINTS

All bidders are required to respond to the Functionality evaluation criteria.

Only Bidders that have met the Phase 1 and 2 will be evaluated in Phase 3 for functionality. Functionality will be evaluated:

- (i) in accordance with the Evaluation criteria for functionality listed below
- (ii) out of 100 points and Bidders are required to achieve minimum threshold of 75 points in order to proceed to Phase 4

As part of due diligence, NWDOH may conduct sites visit at a client of the Bidder (reference) for validation of the services rendered. The choice of the sites will be at the NWDOH`s sole discretion.

Functionality Evaluation Criteria = 100 points

The minimum score required for functionality is **75 points** to qualify for further evaluation. A bidder who scores less than **75 points** on functionality will be disqualified.



CATEGORY	FUNCTIONALITY	CRITERIA	VALUE	WEIGHT
a) Food Service Management Experience	Food Service Management Experience or Detailed experience of the bidder/company relating to similar work and track record (please attach appointment letters & OR orders and signed reference letters to verify with contact details and values of the contracts)	Experience in Food service management for 6 years and above	35	35
		Experience in Food service management for 5 years	30	
		Experience in Food service management from 4 years	20	
		Experience in Food service management from 3 years	10	
		Experience in Food service management from 1-2 years	5	
		Less than 1 year or No information or experience indicated/ or not relevant to Food service	0	
b) Financial Capacity	Bidders are required to submit proof/evidence of financial capacity by providing: • Proof of overdraft facility in the name of business (Bank letter must be signed and not older than three months). NB [only overdraft amount will be considered on the letter], or • Proof of company capability to self-fund (i.e. stamped bank statement not older than three months).	R4 000 001 and more	30	30
		R3 000 001 – R4 000 000	20	
		R2 000 001 – R3 000 000	15	
		R1 000 001 – R2 000 000	10	
		≥R1 000 000	5	
		Less than R1 000 000 or No submission of information or letter with no amount	0	
c) Logistics Capacity	Logistics Capacity (Vehicles should comply with Regulations R638 of DoH and not less than ≥2-ton weight) (Certificate of Acceptability)	3 or more owned trucks (Certificate of Acceptability that is valid (not more than 12 months from date of issue) in the name of the bidder as (Proof of Ownership) attached	30	30
		1 to 2 owned trucks (Certificate of Acceptability that is valid (not more than 12 months from date of issue) in the name of the bidder as (Proof of Ownership) attached.	15	

		3 or more vehicles leased trucks (Lease Agreement) or a letter of intent for Leasing and (Certificate of Acceptability that is valid (not more than 12 months from date of issue) in the name of the Lessor OR organization/owner with whom the intent to lease from attached.	10	
		1 to 2 vehicles Leased trucks (Lease Agreement) or a letter of intent for Leasing and (Certificate of Acceptability that is valid (not more than 12 months from date of issue) in the name of the Lessor OR organization/owner with whom the intent to lease from attached.	5	
		Non-submission	0	
d)	Physical Office Space	The business must have a Physical address	5	5
		Permission to Occupy and utility bills	2	
		No submission	0	
		Total functionality		100

All Bidders who score less than 75 out of 100 points on Functionality will not be considered for further evaluation on Price and specific goals.

6.6. MENUS

- 6.6.1. An 8-day winter and summer menu cycle for menu A-E and I, based on the Food Specification in **Annexure C**.
- 6.6.2. A 5-day cycle menu for meal packs (menu F) based on the Food Specification in **Annexure C**.
NB: Specify the vegetables/salads for lunch and dinner, gravies and spreads for all meals.
- 6.6.3. An 8-day winter and summer cycle menu for the following diets: Light, soft, diabetic/slimming (also diabetic soft and puree) low fat/low cholesterol, low salt, protein and /or potassium and /or sodium controlled no red meat, no fish, vegan, adult puree and all the other Therapeutic menus needed by facilities. These menus and meal plans must be planned to coincide with the menus for normal diets **(Menu E)**.
- 6.6.4. Specific kilojoules (kj) controlled diets for diabetics/ slimming (NB: only one for 4000kj) must be submitted. The meal plan and exchange list for these diets must be provided and based on **menu E**.
- 6.6.5. Specific protein /sodium/ potassium-controlled diets for renal patients, as well as renal diabetics (NB: only for 20g) must be submitted. The meal plan and exchange list for these diets must be provided and based on **menu E**.
- 6.6.6. The daily nutrients content must be analysed for menu E & Therapeutic menus.
- 6.6.7. Standardized recipes for 100 portions for menu item (dish) on menu E must accompany the menus.
- 6.6.8. Standardized recipes for 20 portions should accompany the menu A to I.

6.7. COSTING

- 6.7.1. Costing of menus A-I must be included in the bid submission. Costing must be based on the menus supplied by a bidder, the meal plan and bid specification.
- 6.7.2. Financial Schedules (A, B, C & D) must be fully completed for each Institution bidding for. See Annexure- E for information regarding list of institution/clusters.

NB: Department of Health reserves the rights to accept any bid in whole or in part and the Department does not bind itself to accept the lowest or any bid in whole, furthermore price alone is not a determining factor.

7. 90/10 PREFERENTIAL POINT SYSTEM

90 = Price (NOTE: All bid price/should be VAT inclusive)

10 = Preferential points (Points will be allocated according to the specific goals table below)

Specific Goals	Procurement Transactions Preference Points allocated out of 10
B-BBEE Status level of Contributor	5
1	5
2	4
3, 4, 5, 6, 7, 8 and Non-compliant contributor	0
Enterprises located in a specific District Municipality, Township or region for work to be done or services to be rendered in that area	2
Residing within the North West Province	2
Residing outside the North West Province	0
Designated Groups(any bid that meets one or more of the five will get maximum points)	3
- Enterprises 51% owned by black women. - Enterprises 51% owned by people with disability - Enterprises 51% owned by black youth. - Enterprises 51% owned by black military veteran - Registered Cooperatives within the North West Department of Health database	3

NB: Points will be allocated to all those who submitted their BBBEE verification certificates/Sworn Affidavit and Confirmation of preferred address on CSD will be checked and printed by the SCM Practitioner for locality points.

8. INSPECTIONS

Bidders are hereby informed that the North West Department of Health will conduct site inspections to all shortlisted bidders before awarding this bid to view amongst others the vehicles both owned, leased and intended to be leased.

Therefore, bidders must be available should they be contacted for inspections as well as making the necessary arrangements with the Lessor in cases of those with intention to Lease.

9. FACILITY VISITS

- 9.1. In order to familiarize themselves with the conditions, processes and the scope of work involved in this contract, bidders are required to visit facilities per clusters (**Annexure E**) for which they are bidding for.
- 9.2. The site visits referred to under clause 9.1 Must be done during office hours (weekdays 8:00-16:00) using **Appendix 4** (Inspection tool).

NB: Bidders who conducted the site visits previously when the bid got cancelled will be allowed to resubmit the same Appendix 4 that was used.

SECTION B

10. POST AWARD REQUIREMENTS

10.1. These requirements will apply to all Bidders that are/or will be successful.

a) CONTRACT/SPECIAL CONDITIONS

- i. A successful Bidder(s) will be required to sign Service Level Agreement (SLA) within 14 days of receipt. Commencement of services depends on signing of the SLA by the successful Bidders. Refusal by a Bidder to sign SLA after approval of the bids shall be interpreted as rejection of the bid approval.
- ii. The Private Food Service Company is in terms of this agreement expected to render foodservice management as tendered, irrespective of the fact that its organization is affected by riots, unrest and strikes. Successful Bidders must within three months after resuming operation submit a well-structured and comprehensive in-service training programme aimed at improving service level at each health facility and Nursing College.

b) FUNCTIONS

Bidders may on approval by designated departmental official be requested to supply additional food stock to the Institution; a price list for additional food items shall be valid for a period of three months. Items on this list may be requested for individual clients and cost must be reflected under functions without mark up prices. Annexure A must be used to invoice additional food provided to the Department.

11. DUTIES AND OBLIGATIONS OF THE PRIVATE FOOD SERVICE COMPANY

11.1. ACCOUNTING

The Private Food Service Company must submit all required documents to a designated official. The required document must be submitted within the stipulated timelines.

- a) The submitted documents must accurately reflect number of meals and/ or Refreshments served to students, patients, employees and visitors to the department. The number of meals/refreshments reflected in the documents must correspond with the official requests for services and must be approved and certified by a designated person. All documentation should be submitted by the 7th day of every month.
- b) The documents must accurately reflect number of meals and/or refreshments served during functions, workshops, and meetings. These must correspond with the official requests and must be approved and certified by the designated person.
- c) The amount claimed from the Department in respect of wages, levies and allowances must be the same as the bid amount in **Schedule D**. The Department reserves the right to request proof of wages at the beginning of the contract and when annual increase has been awarded, levies and allowances to ensure that the Private Food Service Company staff is remunerated according to **Schedule D**. The amount claimed for wages as well as bonuses should be reflected in salary slips, if not the department serves the right to deduct the one not paid to Private Food Service Company staff from the invoice.
- d) Pest Control must be conducted during the first week of every month by the supplier. Ensure that the Pest Control contractor is registered with the Department of Agriculture.

- e) Submit proof of pest control conducted (Certificate & Invoice) once every month and if fumigation was ineffective, Private Food Service Company must ensure re-spray at their own costs after two weeks. Should services not be rendered payments will not be processed.

12. PRIVATE FOOD SERVICE COMPANY STAFF

The Private Food Service Company must:

- 12.1. Provide Private Food Service Company staff as prescribed in Annexure G; and described in **Schedule D**
- 12.2. Source the service of a qualified Dietician who must do the Dietetics duties and is registered with the HPCSA for the period of the contract. This qualified Dietician salary will be reflected on Schedule D.
- 12.3. The Private Food Service Company Dietician together with the department Dietician must review the menu at the first month of the contract and during revision of cycle menus according to the client profile (this will consider culturally acceptable issues, religion, etc.). Where there are gaps in implementation of menus, Private Food Service Company Dietician together with the department Dietician should facilitate the intervention/actions.
- 12.4. Private Food Service Company Dietician must analyse menus and recipes with involvement of department Dietician.
- 12.5. Private Food Service Company Dietician must visit/support each hospital once every week.
- 12.6. The company needs to effectively train all the company staff on both normal and special diets and the recommendations for issuing according to the contract.
- 12.7. Ensure that the Private Food Service Company Manager monitors food services at the bid institution (See Annexure I for scope of service required from Private Food Service Company Staff);
- 12.8. Private Food Service Company staff must work not less than 40 hours per week, shifts should cover production time of the Foodservices unit. The company should workout the shifts to suit the foodservice unit so that there is always a person on duty within the foodservice functional time. These staff must sign an attendance register, Private Food Service Company's staff must report to the Foodservice manager or delegated person, should he/she be out of the Foodservice unit for a specific reason.
- 12.9. In the absence of any Private Food Service Company's Staff member, as mentioned above, the designated person of the Private Food Service Company must assume these duties; The attendance register should be submitted at the end of the accounting period so that foodservice manager can monitor the hours.
- 12.10. Employ Private Food Service Provision Manager/s who are in possession of an appropriate tertiary qualification in food and beverage management with at least two years relevant experience. Excuse for appointment of Private Food Service Company manager without appropriate tertiary qualifications will be contravention to the contract. The Department reserves the right to decline the appointed manager without qualification.
- 12.11. Provide relief or casual staff during strikes or unrests and or should one or more of the Private Food Service Company staff be away from the institution for a period longer than 5(five) working days. Department will not be liable for additional cost of providing relief or casual staff.
- 12.12. Ensure that Private Food Service Company's staff undergoes TB tests, Hepatitis tests and COVID-19 within the first month of the commencement of the contract. These tests shall be performed twice a year. The Private Food Service Company shall bear the costs of tests performed. The results must be submitted to the official responsible for Food Service unit.
- 12.13. The Department reserves the right to request replacement of Private Food Service Company's staff, on recommendation of the Clinical Manager of the institution and/or should a member be tested TB, or Hepatitis or COVID19 positive. This replacement will be until the affected employee is declared well by a registered Independent Medical Officer registered with HPCSA.
- 12.14. The Private Food Service Company shall bear the costs of meals provided to Private Food Service Company's staff (if entitled to) while on duty.

13. PURCHASE, TRANSPORTATION AND SUPPLY OF FOOD STOCK

The Private Food Service Company shall:

- 13.1. In respect of **Halaal** foods, Private Food Service Company shall whenever needed provide food items like starch and vegetables in respect of patients falling in this category. Protein foods will on an Order basis be outsourced by institution concerned.
- 13.2. Ensure that all non-perishable products or items are transported and delivered by means of appropriate vehicles on scheduled time. This shall be done at bid prices.

- 13.3. Ensure that all perishable products are transported in an insulated or refrigerated truck and that suppliers comply with relevant Health and Safety Regulations. Deliveries should take place on scheduled time. This shall be done at the bid prices.
- 13.4. Purchase and deliver foodstuff, products and materials prescribed herein.
- 13.5. Ensure that all food products or items are issued to an official responsible for food service unit on scheduled times.
- 13.6. At the Company's own risk, manage and keep stock at the premises of the institution. Ownership of food stock and other material shall pass from the Private Food Service Company to the Institution upon issuing of such stock/material from the storerooms to a designated official. Issue lists must be signed by a Private Food Service Company Representative/Official and designated official.
- 13.7. Arrange for and coordinate the supply and delivery of all the food stock, packaging materials etc., necessary for the preparation and distribution of all menus in accordance with the prescribed Food Specifications or equivalent thereof.
- 13.8. Ensure that all food stock/material supplied to the institutions are of the agreed quality. The Private Food Service Company shall subject food stock for quality and quantity assurance on request by Department.
- 13.9. Private Food Service Company must purchase the following items locally (i.e. within the North West province). These items can only be purchased anywhere in the North West Province if they cannot be found locally. Furthermore, that the minimum frequency for delivery is maintained as follows:
 - a) Fresh red meat: At least 3 x per week
 - b) Bread and confectionery: Every day except Sunday
 - c) Eggs: 1 x per week
 - d) Fresh milk and dairy products: Every day except Sunday; e.g. Fresh fruits and vegetables: At least 3 x per week
- 13.10. Ensure that amount claimed from the Department in respect of food stock, reconcile with the prices that is in the bid document.
- 13.11. Provide food stock for additional food items in the bidding document. The cost of the additional food item should not have a mark-up price.
- 13.12. Provide the food stock/material according to Menu F (Annexure C) for the preparation of fluid diet meal packs with exclusion of therapeutic feeds on National RT-9 contract, Menu A meal pack and adult puree meal pack.
- 13.13. Provide food stock and packaging material for the preparation of meal packs for Menu B, C, D, E & I according to Annexure C. The price of a meal pack is reflected on Schedule B under Menu F. The age of the patient must not affect the price of the meal pack. The price of a meal pack required for a therapeutic diet must be the same as the price of Menu F.

14. COMPILING MENUS AND ISSUING OF FOOD STOCK

- 14.1. The Private Food Service Company shall compile and submit menus for the summer cycle to the Foodservice Manager or the person in charge of the food service unit on or before the 1st of August annually for approval and implementation by 1st of October of the same year.
- 14.2. Compile and submit menus for the winter cycle to the Foodservice Manager or the person in charge of the food service unit on the 1st of February for approval and implementation by 1st of April of the same year.
- 14.3. Issue menu ingredients for preparation of meals and/or refreshments in suitable containers or packaging materials. Issuing of stock shall be done on scheduled times or as requested by the institution.
- 14.4. Ensure that containers and/or packaging material is suitable to distribute food stock (e.g. sugar, tea, milk) to patients in the ward, students in nursing colleges and staff members who need to drink coffee/tea at the irrespective Departments within the Institution.
- 14.5. The Private Food Service Company will provide other constituents of special diets i.e. Yoghurt, custard, jelly etc.
- 14.6. Please ensure that menu submitted complies with portion sizes, standardized recipes and prescribed frequencies, i.e. menu must be compiled according to the ages (**Annexure C**).
- 14.7. If acceptable by the institution, these menus, as attached to the bid document, must be implemented by successful bidders, unless amended by the Food service manager and Dietician of the Institution. After commencement of the contract, service providers must only implement the changes to the menu and recipes if approved by the Food Service Manager and Dietician in case there is no food service manager. (**Changes at no extra cost**).
- 14.8. Provide food stock for additional food items in the bidding document. The cost of the additional food item should not have no mark-up price

15. KITCHEN FACILITIES/ FOOD SERVICE UNIT

The Private Food Service Company:

- 15.1. Shall have access to the kitchen facilities and sole control of the keys to the storerooms where food stock and other Private Food Service Company material are stored.
- 15.2. May not use catering facilities (including furniture, fixtures, equipment, fuel/gas/electricity) for any other purpose except for rendering Food service as set out in this contract. The Private Food Service Company shall bear the cost of telephone calls made by Private Food Service Company staff;
- 15.3. May not remove any property of the Department within and away from the Premises without approval;
- 15.4. May not make structural changes to the premises/building without approval of the Department. Proposed structural changes should be submitted to the CEO/Principals of nursing colleges/ facility manager of the institution in writing, who will submit the proposal to the Head of the Department for consideration. The Department's decision herein shall be final and binding,
- 15.5. Shall repair or replace any equipment damaged by Private Food Service Company's staff, this will be at no cost to the Department. This shall be done within 30 days of being aware or being made aware of such damages.

16. PACKAGING

The Private Food Service Company shall:

- 16.1 Provide suitable packaging material for issuing, preparation, serving and distribution of food. Packaging material includes cling wrap, foil, serviettes, Disposable cutlery, plastic and paper bags and polystyrene plates/glasses/lids for therapeutic diets. The cost of these items must be specified and included under sundries as per **Schedule C**;
- 16.2 Tomato-, chutney- and vinegar sachets form part of food cost and not packaging material. The price of these items should be included in daily food cost as per Schedule B; pepper, chutney sauces are not applicable to other communities/patients.
- 16.3 Provide packaging material or containers suitable for serving meal packs. Packaging material and disposable cutlery must be determined after considering menus to be served at the institution. The Company must ensure those food items are neatly packed, remain appetizing and easy to consume. This implies that's pill-proof containers or containers with compartments may be requested by the institution;
- 16.4 Ensure that the size(s) of packaging material is suitable to contain the prescribed menu items;
- 16.5 Ensure that packaging material used for meal packs is not re-used,
- 16.6 To minimize theft, the successful bidders are expected to process all the vegetables and packaged them into a 10kg or more containers.

17. UNIFORMS AND ADMINISTRATION RESOURCES

The Private Food Service Company shall:

- 17.1 Provide stationary, computer, telephone, fax and photocopy facilities to Private Food Service Company's staff in order to perform administrative work as described herein; and in case hospital telephone, fax and photocopy are used, the service should be paid for by Private Food Service Company.
- 17.2 Provide uniforms, nametags and protective clothing to Private Food Service Company's staff within 30 days of the commencement of the contract. Ensure that Company's staff wears disposable caps, masks and suitable aprons. This shall be supplied at the expense of the Private Food Service Company.

18. HYGIENE AND SAFETY

The Private Food Service Company shall:

- 18.1 Comply with the requirements of the Health and Safety Act. 85 of 1993 and participate in Health and Safety programme of the Hospital e.g. National Core-standards or other projects initiated by Department;
- 18.2 Be responsible for Pest Control, which includes a full spray on a monthly basis of the foodservice unit, dining areas, scullery and related stores, as well as SABS approved aerosol insecticides. No additional cost will be charged

for this service, as it will be reflected on Schedule C (under Sundries). This shall be done irrespective of the fact that the Private Food Service Company or Food service staffs occupy the area.

- 18.3 The Company's Manager has to inform the Foodservice Manager at least 5 (five) working days before pest control is done.
- 18.4 The Private Food Service Company should provide a proof of every fumigation service and there should also be a warrantee for the service rendered.
- 18.5 If the service was not effective, then they should come and re-spray at their own costs within 2 weeks. The delegated person should keep a register and proof off fumigation done at the institution.
- 18.6 Submit at the end of the accounting period proof of pest control, which must be certified by the Foodservice Manager. The Private Food Service Company shall submit list of chemicals used during pest control, their concentration and emergency care procedures to the Foodservice Manager, should any person be affected, and
- 18.7 Ensure that quarterly microbiology tests are done on a continuous basis by an independent auditing laboratory, starting from the third month after commencement of contract, as it will be reflected on **Schedule C**. This will include appointment of a qualified external food safety Auditor to conduct quarterly assessment of food safety /OHS (Occupational Health and Safety) compliance.
- 18.8 The use of food grade cleaning detergents that is approved by the SABS in response to COVID-19. This must cover their own delivery vehicles, premises they operate from and the storage facilities at the hospitals. Proof of such must be submitted on monthly basis.

19. SECURITY

The Private Food Service Company agrees to conform to the Security Regulations applicable at the institution.

20. FIRE CONTROL

- 20.1 The Private Food Service Company shall ensure that Company's staff are inducted on fire emergency procedures and control, and are made aware of where the fire extinguishing equipment is kept/ placed,
- 20.2 Ensure that Private Food Service Company staffs are also inducted on Department's disaster management procedure and participate in fire and disaster drills.

21. DUTIES AND OBLIGATIONS OF THE DEPARTMENT

21.1 PAYMENT

- a) The Department shall pay Private Food Service Company for services rendered. Payment shall be made within 30 days after receiving correctly, completed prescribed accounting documents;
- b) The Department does not accept responsibility for delays in payment, due to faulty or inaccurately completed accounting documents.

21.2. FOOD SERVICE STAFF

- a) The Department shall avail the services of foodservice staff, as well as Foodservice Managers in the employment of the Department, for the duration of the contract period. Number of foodservice staff is listed in Annexure F;
- b) The purpose of foodservice staff is to perform all duties after receiving ingredients from the Private Food Service Company to prepare food, serve and distribute all menus/meals and therapeutic diets, as well as any other reasonable tasks that can be instructed by the CEO/facility manager/Principal nursing college, Foodservice Manager and/or designated Official;
- c) The Employees shall bear the cost of food served to them. If a hospital has special requirement, a motivation must be submitted to the Accounting Officer for approval. Menu H (staff meals) will be served and the price will be reflected, as per Schedule B. Food shall be provided in accordance with the Department's policy.
- d) Department undertakes to arrange annual TB, Hepatitis and COVID-19 tests in conjunction with the Infection control Officer of the Institution.
- e) Ensure that daily menus are reflected on an information board situated at the Foodservice unit. The information should be accessible to all staff members and management of the institution;

- f) The Department's designated official shall have sole control of the keys to the foodservice unit and dining halls.
- g) Reconciled invoices submitted by Private Food Service Company should be verified by official responsible for Food service unit on weekly basis and should be attached to accounting documents.

22. SUPPLY OF FOOD STOCK

The Department will be responsible to purchase therapeutic feeds as per National RT9 contract.

23. CLEANING MATERIALS, UNIFORMS, STATIONERY AND CROCKERY

The Department undertakes to:

- 23.1. Ensure that cleaning materials are procured and stored in a safe place;
- 23.2. Provide appropriate crockery and cutlery to serve meals and tea (this excludes meal packs);
- 23.3. Provide uniforms, shoes and protective clothing to Foodservice staff in its Employment.
- 23.4. Supply stationary and other equipment for administrative purposes to Food Service staff in its employment.
- 23.5. Dispose pigswill and refuse at the institution.

24. EXISTING FACILITIES

- 24.1 Avail furniture, fixtures, equipment, and utensils including electricity, steam, gas or oil for the storage, production, serving and distribution of food.
- 24.2 Avail office to the Private Food Service Company Manager to perform administrative duties interns of this agreement.

25. MAINTENANCE OF THE KITCHEN EQUIPMENTS

The successful bidders will be expected to submit a costed detailed maintenance plans for all equipment in the kitchen of each facility within three months of being appointed. The department will determine whether the successful bidder is charged with the full responsibility to implement this plan or an alternative supplier may be appointed.

ADDITIONAL ITEMS

APPENDIX 1

DETAIL INFORMATION ON EXPERIENCE

1. Details to the extent of the Catering/Private Food service activities and business e.g. branches.

2. List of existing Catering/Private Food service Contracts, starting date and duration.

3. Number of years in the Catering/ Private Food service business.

SIGNED : _____
For the Bidder

DATE : _____

SIGNED : _____
Witness Bidder

DATE : _____

APPENDIX 2

PARTNERSHIP / CLOSE CORPORATION / COMPANY

Bidder comprises the following partners / members / directors:

NAME : _____
ADDRESS : _____

ID NUMBER : _____

NAME : _____
ADDRESS : _____

ID NUMBER : _____

NAME : _____
ADDRESS : _____

ID NUMBER : _____

NAME : _____
ADDRESS : _____

ID NUMBER : _____

NAME : _____
ADDRESS : _____

ID NUMBER : _____

NAME : _____
ADDRESS : _____

ID NUMBER : _____

NAME : _____
ADDRESS : _____

ID NUMBER : _____

APPENDIX 3

ORGANISATIONAL STRUCTURE OF BIDDER

The following organisational structure shall be applied:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

SIGNED : _____
Signed for the Bidder

DATE : _____

APPENDIX 4

INSPECTION TOOL FOR FOOD SERVICE UNITS: ONLY BIDDERS BIDDING FOR CLUSTER B.

Name of Institution : _____

Bid Number : _____

Name of bidder : _____

Questions to be considered	Answers
1. Number of Active Beds	
2. How many Food service aids, Food service supervisor and Food service managers are available in the unit?	
3. What is the average number of normal meals served per day?	
4. What is the average number of All therapeutic meals served per day?	
5. Will the facility require assistance from the Private Food service Company?	
6. Does the facility has enough equipment to produce nutritious meals?	
7. Does the facility has enough storage space in the unit (Dry, cold, freezer/s cleaning material storages)? (yes or no)	
7.1. If no , does the facility has alternative of storages?	
8. Does the facility serve food in bulk or in plates from the kitchen?	
9. Has the inspector and the facility personnel walked around the unit and seen the unit?	
STAMP OF THE FACILITY	

NB! MAKE SURE YOU SIGN THE ATTENDENCE REGISTER BEFORE LEAVING THE FACILITY.

Approval for Entry to the Facility (CEO's Office) by:

CEO's Office

Date

Inspection conducted by:

Private Company Officer

Date

Supported by:

Food Service Manager/Supervisor

Date

SCHEDULE A
TENDER PRICES IN SA CURRENCY, INCLUSIVE OF VAT

INSTITUTION FINANCIAL SUMMARY-

Name of Institution : _____

Bid Number : _____

Name of bidder : _____

ESTIMATED FOOD COSTS AS PER SCHEDULE B	COST PER ITEM
Menu specifications A: Babies 6 – 12 months	
Menu specifications B: Toddlers 1 – 3 years	
Menu specifications C: Children 4 – 6 years	
Menu specifications D: Children 7 - 12 years	
Menu specifications E: Children 13 Years – Adults	
Menu specifications F: Meal packs (Fluid diet, Menu A,B,C,D,E & I)	
Menu specifications G: Staff / student tea's	
Menu specifications H: Staff meals	
Menu specifications I: Hotel Services	
SUB TOTAL for the period	
TOTAL AMOUNT OF SCHEDULE C	
GRAND TOTAL FOOD, OVERHEADS, SUNDRIES, PEST CONTROL & MICROBIOLOGY TEST.	

SCHEDULE B
DAILY FOOD COST SUMMARY

Bid Number _____
 Name of Bidder _____
 Institution _____

MEALS	Menu Specs A	Menu Specs B	Menu specs C	Menu specs D	Menu specs E	Menu specs F	Menu specs G	Menu specs H	Menu specs I
EARLY MORNING TEA									
BREAKFAST									
AM TEA									
LUNCH									
PM TEA									
DINNER									
LATE PM TEA									
MEAL PACKS: 1 Meal (Fluid diet, Menu A,B,C,D,E & I)									
TOTAL COST PER PERSON PER DAY									

SCHEDULE C

MANAGEMENT AND OTHER INCIDENTAL CHARGES

Bid Number

Name of Bidder

Institution

MANAGEMENT AND OTHER INCIDENTAL CHARGES INCLUSIVE OF VAT	(1) COST PER ITEM
1. SUNDRIES:	
1.1 Packaging material	
1.2 Pest control	
1.3 Microbiology test (per quarter)	
2. SALARIES AND WAGES (Schedule D)	
TOTAL	

*Transfer the total of schedule C to Financial Summary (**Schedule A**).

SCHEDULE D
PRIVATE FOOD SERVICECOMPANY STAFF AND SALARY WAGES

BID NUMBER :

NAME OF BIDDER :.....

INSTITUTION :.....

COST BREAKDOWN PER PERSON INCLUSIVE OF VAT

POSITION	SALARY WAGES	ALLOWANCES					TOTAL PACKAGE	NUMBER OF STAFF	TOTAL COST
		PENSION	PROVIDENT	BONUS	UIF	TAX (where applicable)			
LEVY									

ANNEXURE A
FOOD INVOICE FORMAT
(INCLUSIVE OF VAT)

HOSPITAL			DATE	
ORDER NO			INVOICE	
DEPARTMENT			TRADING MONTH	
			TRADING DAYS	
TYPE	MEAL	ACTUAL	CHARGE	TOTAL
MENU A BABIES 6 – 12 MONTHS	BREAKFAST			
	LUNCH			
	PM TEA			
	DINNER			
TYPE	MEAL	ACTUAL	CHARGE	TOTAL
MENU B TODDLERS 1 – 3 YEARS	BREAKFAST			
	A M TEA			
	LUNCH			
	PM TEA			
	DINNER			
	LATE PM TEA			
TYPE	MEAL	ACTUAL	CHARGE	TOTAL
MENU C CHILDREN 4 – 6 YEARS	BREAKFAST			
	A M TEA			
	LUNCH			
	PM TEA			
	DINNER			
	LATE PM TEA			
MENU D CHILDREN 7 – 12 YEARS	BREAKFAST			
	A M TEA			
	LUNCH			
	PM TEA			
	DINNER			
	LATE PM TEA			

TYPE	MEAL	ACTUAL	CHARGE	TOTAL
MENU E CHILDREN 13 YEARS - ADULTS	BREAKFAST			
	LUNCH			
	PM TEA			
	DINNER			
	LATE PM TEA			
TYPE	MEAL	ACTUAL	CHARGE	TOTAL
MENU F: MEAL PACK: FLUID DIET, MENU A,B,C,D,E,& I	ONE MEAL PACK			
MENU G STAFF TEA	A M TEA			
	PM TEA			
	LATE TEA			
MENU H STAFF MEALS	BREAKFAST			
	LUNCH			
	SUPPER			
MENU I HOTEL SERVICE	BREAKFAST			
	A M TEA			
	LUNCH			
	PM TEA			
	DINNER			
	LATE PM TEA			
OFFICIAL DATE STAMP	SUB TOTAL			
	ADDITIONAL FOOD ITEMS			
	FUNCTIONS			
	TOTAL			
	Certified above is as per Tender Contract Rank _____ Signature _____			

ANNEXURE B
OVERHEAD INVOICE FORMAT

ITEM	INVOICE OVERHEADS	
MANAGEMENT FEE		
SUNDRIES		
SALARIES & WAGES		
	INDICATE PRIME RATE: _____ %	
	Monthly instalment (Including Interest)	Outstanding Amount (Including Interest)
Item 1:		
Item 2:		
Item 3:		
Item 4:		
Item 5:		
Item 6:		
Item 7:		
Item 8:		
Item 9:		
Item 10:		
<u>OFFICIAL DATE STAMP</u>	TOTAL	
	Certified above is as per Tender Contract	
	<u>Rank</u>	<u>Signature</u>

ANNEXURE C

NB: the below schedule is a meal Guide. Bidders are expected to compile a menu that has variety of food categories for the prescribed menu Cycles. The portion sizes are very important as they differ according to the age.

MENU A

BABIES 6 TO 12 MONTHS Puree diet

MEAL	FOOD CATEGORY		RAW SPECIFICATION	COMMODITY	FREQUENCY
BREAKFAST		*Porridge, soft	15g	Maize – meal	X8
			15g	Maltabella- fine	
			15g	Oats- strained	
			50g	Cerelac baby cereal	
	Sugar		5g		X8
	Fruit, soft		1 portion	See specification list	X8
LUNCH	PROTEIN	Meat - Without bone	25g	Beef – cubed (puree)	X1
			25g	Beef – sliced (puree)	X1
			25g	Beef – steak/roast (puree)	X1
			25g	Beef mince – fat free	X1
		Poultry – without bone	40g	Chicken breast – fillets	X3
		Fish - without bone	40g	Hake fillet–no skin or bone	X1
	Starch		15g	Rice, soft boiled	X2
			25g	Maize – meal/ rice (15g)	X2
			15g	Maize rice	X1
			60g	Sweet potatoes/potatoes	X3
	Vegetables, cooked		2 portions	See specification list	X8
	PM TEA	Fruit juice/ Soft pureed fruit	100ml	100% pure Apple	X8
1 portion			See specification list		

MEAL	FOOD CATEGORY		RAW SPECIFICATION	COMMODITY	FREQUENCY
SUPPER	SOUP		100 ml	Home made (Winter Menu)	X8
	PROTEIN	Meat – without bone	25g	Beef – cubed (puree)	X1
			25g	Beef – steak/roast (puree)	X1
			25g	Beef mince – fat free	X3
			25g	Chicken breast – fillets	X2
		Poultry – without bone	40g	Chicken breast – fillets	X2
		Fish – without bone	40g	Hake-fillet – no skin or bone	X1
	Starch		15g	Rice, soft cooked	X2
			60g	Potato	X2
			25g	Maize meal	X2
			15g	Maize rice	X1
			15g	Pasta	X1
	Vegetables Cooked		1 portion	See specification list	X8

Please Note:

Institutional Dietician will indicate whether fruit juice or soft pureed fruit will be served for PM tea.

ANNEXURE C

MENU B

TODDLERS 1-3 YEARS Soft diet & THERAPEUTIC DIETS

See attached specification list:

Attachment specification list:						
MEAL		FOOD CATEGORY		RAW SPECIFICATION	COMMODITY	FREQUENCY
BREAKFAST	Porridge, soft		25g	Maize – meal	X3	
			25g	Maltabella – fine	X3	
			25g	Oats	X2	
	Milk		100 ml		X8	
	Sugar		10g		X8	
	Protein		50g	Egg	X3	
			2 x 25g	Fish fingers	X3	
			35g	Lean Beef mince	X2	
	Bread – brown		15g	½ slice	X8	
	Margarine		2.5g		X8	
	Jam		5g		X8	
	Milk		150ml	To drink	X8	
Fruit, soft		1 portion	See specification list	X8		
AM TEA	Tea		2.5g	Only rooibos tea	X8	
	Milk		50ml		X8	
	Sugar		10g		X8	
	Bread – brown		15g	½ slice	X8	
	Margarine		2.5g		X8	
	Spread/fillings		2.5g+2.5g	Peanut butter + syrup mix	X3	
			2.5g	Margarine	X2	
			10g	sliced cheese	X3	
LUNCH	PROTEIN	Meat - without bone	40g	Beef – cubed	X1	
			50g	Beef roast– sliced	X1	
			50g	Beef – steak	X1	
			35g	Lean Beef mince	X1	
		Poultry – without bone	50g	Chicken breast – fillet	X3	
		Fish - without bone	2 x 25g	Fish Fingers	X1	
	Starch			25g	Rice, soft cooked	X2
				35g	Maize – meal/ rice (25g)	X2
				25g	Maize rice	X1
				90g	Sweet potatoes/potatoes	X3
	Vegetables Cooked or as requested		2 portions	See specification list	X8	

ANNEXURE C
MENU B

TODDLERS 1 TO 3 YEARS Soft diet (continue) & THERAPEUTIC DIETS

See attached specification list

MEAL	FOOD CATEGORY	RAW SPECIFICATION	COMMODITY	FREQUENCY
LUNCH Continue	Dessert See Specifications list	7g	Jelly +50ml Custard prepared	1x per week
		40g Pre-pared	Baked pudding + 50ml Custard – prepared	1x per week
PM TEA	Fruit juice	200ml	100% pure	X8
	Biscuits	15g		X8
SUPPER	SOUP	100 ml	Home made (Winter Menu)	X8
	PROTEIN	Meat- without bone	40g Beef – cubed	X1
			50g Beef – steak/roast	X1
			35g Lean Beef mince	X2
			40g Boerewors	X1
	Poultry – without bone	50g	Chicken breast – fillet	X2
	Fish - without bone	2 x 25g	Fish fingers	X1
	Starch	25g	Rice	X2
		90g	Potato	X2
		35g	Maize meal	X2
		25g	Maize rice	X1
		25g	Pasta	X1
	Vegetables Cooked or as requested	1 portion	See specification list	X8
LATE EVENING TEA	Milk	150ml	To drink	X8
	Bread – brown	15g	½ slice	X8
	Margarine	2.5g		X8

ANNEXURE C

MENU C

CHILDREN 4 – 6 YEARS & THERAPEUTIC DIETS

See attached specification list

MEAL	FOOD CATEGORY		RAW SPECIFICATION	COMMODITY	FREQUENCY
BREAKFAST	Porridge, soft		30g	Maize – meal	X3
			30g	Maltabella – fine	X3
			30g	Oats	X2
	Milk		100ml		X8
	Sugar		10g		X8
	Protein		50g	Egg	X3
			2x25g	Fish fingers	X3
			50g	Lean Beef mince	X2
	Bread – brown		30g	1 slice	X8
	Margarine		5g		X8
	Jam		10g		X8
	Milk		200ml	To drink	X8
	Fruit		1 portion	See specification list	X8
AM TEA	Tea		2.5g	Preferably rooibos tea	X8
	Milk		50ml		X8
	Sugar		10g		X8
	Bread – brown		30g	1 slice	X8
	Margarine		5g		X8
	Spread/fillings		5g + 2.5g	Peanut butter + syrup mix	X3
			5g	Margarine	X2
			15g	Sliced cheese	X3
LUNCH	PROTEIN	Meat – without bone	60g	Beef – cubed	X1
			75g	Beef roast – sliced	X1
			75g	Beef – steak	X1
			50g	Beef mince- fat free	X1
		Poultry	75-90g	Chicken portions Chicken breast fillets (65g)	X3
		Fish - without bone	75g	Hake-portion-crumbed	X1
	Starch		30g	Rice	X2
			50g	Maize – meal/ Rice (30g)	X2
			40g	Samp	X1
			30g	Maize rice	X1
			140g	Sweet potatoes/potatoes	X2
	Vegetables Cooked or as salad		2 portions	See specification list	X8

ANNEXURE C

MENU C

CHILDREN 4 – 6 YEARS (continue) & THERAPEUTIC DIETS

See attached specification list

MEAL	FOOD CATEGORY		RAW SPECIFICATION	COMMODITY	FREQUENCY
LUNCH Continue	Dessert See Specifications list		15g	Jelly +100 ml Custard cooked	1x per week
			80g Pre-prepared	Baked pudding + 100 ml Custard cooked	1x per week
PM TEA	Fruit juice		250ml	100% pure	X8
	Biscuits/Fruit		20g	See specification list	X8
SUPPER	Soup		150ml	Home made (Winter Menu)	X8
	PROTEIN	Beef no bone	75g	Beef – steak/roast	X1
			60g	Beef – cubed	X1
			50g	Lean Beef mince	X2
			60g	Boerewors	X1
		Poultry	75-90g	Chicken portions Chicken nuggets (65g)	X2
		Fish - without bone	75g	Hake-portion-crumbed	X1
	Starch		30g	Rice	X2
			140g	Potato	X2
			50g	Maize – meal	X1
			40g	Samp/maize meal (50g)	X1
			30g	Maize rice	X1
			30g	Pasta	X1
	Vegetables Cooked or as salad		1 portion	See specification list	X8
LATE EVENING TEA	Milk		200ml	To drink	X8
	Bread – brown		30g	1 slice	X8
	Margarine		5g		X8
	Spread/fillings		5g + 2.5g	Peanut butter + syrup mix	X3
			5g	Margarine	X2
			15g	Sliced cheese	X3

ANNEXURE C

MENU D

CHILDREN 7 – 12 YEARS& THERAPEUTIC DIETS

See attached specification list

MEAL	FOOD CATEGORY		RAW SPECIFICATION	COMMODITY	FREQUENCY
BREAK FAST	Porridge, soft		80g	Maize – meal	X3
			60g	Maltabella – fine	X3
			60g	Oats	X2
	Milk		100 ml		X8
	Sugar		20g		X8
	Protein		50g	Egg	X3
			3 x 25g	Fish fingers/ fishcake (100g)	X3
			100g	Lean Beef mince	X2
	Bread – brown		60g	2 slices	X8
	Margarine		8g portion		X8
	Jam		15g		X8
	Milk		150 ml	To drink	X8
	Fruit		1 portion	See specification list	X8
AM TEA	Tea		2.5g		X8
	Coffee		2.5g		
	Milk		40 ml		X8
	Sugar		10g		X8
	Bread – brown		30g	1 slice	X8
	Margarine		5g		X8
	Spread/fillings		5g + 2.5g	Peanut butter + syrup mix	X3
			8g	Margarine	X2
			15g	Sliced cheese	X3
LUNCH	PROTEIN	Meat – without bone	120g	Beef – cubed	X1
			150g	Beef roast – sliced	X1
			150g	Beef – steak	X1
			100g	Lean Beef mince	X1
		Poultry	180-210g	Chicken portions Chicken breast fillets (130g) Chicken thigh	X3
		Fish - without bone	150g	Hake-portion-crumbed	X1
		Starch	45g	Rice	X2
			75g	Maize – meal/ Rice (45g)	X2
			60g	Samp	X1
			45g	Maize rice	X1
			180g	Sweet potatoes/potatoes	X2

ANNEXURE C

MENU D

CHILDREN 7 – 12 YEARS (continue) & THERAPEUTIC DIETS

See attached specification list

MEAL	FOOD CATEGORY	RAW SPECIFICATION	COMMODITY		FREQUENCY	
LUNCH continue	Vegetables Cooked or as salad	2 portions	See specification list		X8	
	Dessert See Specifications list	15g	Jelly + 100ml Custard cooked	1x per week	Every Wednesday and Sunday	
		80g prepared	Baked pudding + 100ml Custard cooked	1x per week		
	PM TEA	Fruit juice	250ml	100% Pure		X8
Biscuits/Fruit		30g	See specification list		X8	
SUPPER	Soup	200ml	Home made (Winter Menu)		X8	
	PROTEIN	Meat - with bone	150g	Stewing beef/chuck		X1
		Meat – no bone	150g	Beef – steak/roast		X1
			100g	Lean Beef mince		X2
			120g	Boerewors		X1
		Poultry	180-210g	Chicken portions Chicken breast fillet (130g)		X2
		Fish - without bone	150g	Hake-portion-crumbed		X1
	Starch		45g	Rice		X2
			180g	Potato		X2
			75g	Maize – meal		X1
			50g	Samp/ maize meal (75g)		X1
			45g	Maize rice		X1
			45g	Pasta		X1
	Vegetables Cooked or as salad	1 portion	See specification list		X8	
LATE EVENING TEA	Milk	200ml	To drink		X8	
	Bread – brown	30g	1 slice		X8	
	Margarine	5g			X8	
	Spread/fillings	5g + 2.5g	Peanut butter + syrup mix		X3	
		8g	Margarine		X2	
		15g	Sliced cheese		X3	

ANNEXURE C

MENU E

13 years – ADULTS & THERAPEUTIC DIETS

See attached specification list

MEAL	FOOD CATEGORY		RAW SPECIFICATION	COMMODITY	FREQUENCY
BREAKFAST	Porridge, soft		80g	Maize – meal	X3
			60g	Maltabella/Mabele – fine	X3
			60g	Oats	X2
	Milk		100ml		X8
	Sugar		20g		X8
	Protein		50g	Egg	X3
			3x25g	Fish fingers/fishcake (100g)	X3
			100g	Lean Beef mince	X2
	Bread – brown		60g	2 slice	X8
	Margarine		8g portion		X8
	Jam		15g		X8
	Tea		2.5g		X8
	Coffee		2.5g		
	Milk		40 ml		X8
	Sugar		10g		X8
	Fruit		1 portion	See specification list	X8
LUNCH	PROTEIN	Meat - without bone	120g	Beef – cubed	X1
			150g	Beef roast – sliced	X1
			150g	Beef – steak	X1
			100g	Lean Beef mince	X1
	Poultry		180-210g	Chicken portions	X3
				Chicken breast fillets (130g)	
	Fish – without bone		150g	Chicken thigh	X1
				Hake-portion-crumbed	
	Starch		50g	Rice	X2
			75g	Maize – meal	X2
			60g	Samp (see equivalent list)	X1
			45g	Maize rice	X1
			180g	Sweet potatoes/potatoes	X2

ANNEXURE C

MENU E

13 years - ADULTS (continue) & THERAPEUTIC DIETS

See attached specification list

MEAL	FOOD CATEGORY	RAW SPECIFICATION	COMMODITY	FREQUENCY
LUNCH Continue	Vegetables Cooked or as salad	2 portions	See specification list	X8
	Dessert See Specifications list	15g	Jelly + 100ml Custard cooked	1x per week
		80g prepared	Baked pudding/Instant + 100ml Custard cooked	1x per week
	Fruit juice	250 ml	See specification list	X8
PM TEA	Tea	2.5g		X8
	Coffee	2.5g		
	Milk	40ml		X8
	Sugar	10g		X8
	Biscuits	30g		X8
SUPPER	Soup	200ml	Home-made (Winter Menu)	X8
	PROTEIN Meat – with/without bone	150g	Stewing beef/chuck	X1
		150g	Beef – steak/roast	X1
		100g	Lean Beef mince	X2
		120g	Boerewors/liver	X1
	Poultry	180g-210g	Chicken portions Chicken breast fillets (130g) Chicken thigh	X2
	Fish – without bone	150g	Hake-portion-crumbed/Fillet	X1
	Starch	50g	Rice	X2
		180g	Potato	X2
		75g	Maize – meal	X1
		50g	Samp	X1
		45g	Maize rice	X1
		45g	Pasta	X1
	Vegetables Cooked or as salad	1 portion	See specification list	X8
LATE EVENING TEA	Tea	2.5g		X8
	Coffee	2.5g		
	Milk	40 ml		X8
	Sugar	10g		X8
	Bread – brown	60g	2 slices	X8
	Margarine	10g		X8
	Spread/fillings	10g + 5g	Peanut butter + syrup mix	X3
		8g	Margarine	X2
		30g	Sliced cheese	X3

ANNEXURE C

MENU F

MEAL PACK FOR MENU A, B, C, D, E and I

FOOD CATEGORY	RAW SPECIFICATIONS	COMMODITY	FREQUENCY
Protein	200g	Chicken – thighs	X 2
	100g	Meatballs	X1
	100g	Hamburger Patty	X 1
	120g	Boerewors	X 1
Starch	120g	4 slices brown bread or	X5
	120g	Bun	
Margarine	20g	5g per slice	X 5
Spread/ fillings	20g	Jam	X 2
	8g	Margarine	X 1
	15g	Sliced Cheese	X 1
	10g + 5g	Peanut butter + syrup mix	X 1
Fruit	1 portion	See specification list	X 5
Fruit juice	250 ml	Fruit juice	X 5

- If 2 (two) meals is requested for a patient on the same day, there should be a variety in the pack e.g. Breakfast pack should contain bread, while the lunch pack should contain bun. There should also be a difference in the protein item, if more than one pack is requested per patient per day.
- A 5 (five) day normal menu must be provided according to the specification.
- The meal pack menu must make provision for therapeutic diets according to diet specifications e.g. no red meat, diabetic, no fish, soft, low salt, light and protein controlled.
- All fruit juice for all meal packs will be served 250 ml 100% pure fruit juice.

FLUID DIET MEAL PACK (1 MEAL PACK)

	Normal clear fluids	Diabetic clear fluids	Normal fluid	Diabetic fluid	Children (1-4 years)	Low protein fluid
Monday to Friday	2 x 250ml clear juice	2 x 250ml clear juice	1 x 250ml Fruit juice	1 x 250ml fruit juice	1 x 250ml fruit juice	2 x 250ml apple/grape juice
			1 x 175ml yoghurt	1 x 175ml plain yoghurt	1 x 175ml yoghurt	

MENU A AND ADULT PUREE MEAL PACK (1 MEAL PACK)

1x 250ml commercial bottled baby food (vegetable/meat based) 1x 250ml commercial bottled baby food (fruit based) 1x 250ml fruit juice

ANNEXURE C MENU G

STAFF/ STUDENTS TEAS

This menu will serve staff members entitled to tea and coffee according to Provincial/Hospital policy

AM TEA		
FOOD CATEGORY	RAW SPECIFICATIONS GRAM	FREQUENCY
Tea	2.5g	X8
Coffee	2.5g	
Milk	40ml	X8
Sugar	10g	X8
PM TEA		
Tea	2.5g	X8
Coffee	2.5g	
Milk	40ml	X8
Sugar	10g	X8
LATE PM TEA		
Tea	2.5g	X8
Coffee	2.5g	
Milk	40ml	X8
Sugar	10g	X8

MENU H

STAFF/STUDENTS MEALS

This menu will serve staff members and students entitled to meals according to Provincial/Hospital policy

Staff at Hospitals will be served from Menu E specifications

Students in nursing colleges will be served from menu E specifications

This meals should be:

Breakfast

Lunch

Dinner

Midnight Meal (hospital will determine whether lunch or dinner menu will be served) according to hospital policy

ANNEXURE C

MENU I

HOTEL SERVICE& THERAPEUTIC DIETS

See attached specification list

MEAL	FOOD CATEGORY	RAW SPECIFICATION	COMMODITY	FREQUENCY
BREAKFAST	Porridge, soft	80g	Maize – meal	X3
		60g	Maltabella – fine	X3
		60g	Oats	X2
		100 ml	Milk	X8
	Selective option Breakfast cereals	60g	Cereals	X8
	Milk	200ml	Served with cereals	X8
	Sugar	20g		X8
	Protein (OPTION 1)	60g + 50g	Macon & Egg	X3
		3x25g	Fish fingers/fishcake (100g)	X3
		100g	Lean beef mince	X2
	Selective option Protein	120g	Boerewors	X1
		120g	Mutton sausages	X1
		100g	Liver	X1
		30g	Sliced cheese	X1
		60g+ 50g	Macon & eggs	X1
		100g	Hake/ haddock fillet	X1
		100g	Beef/chicken patties	X1
		175ml	Yoghurt	X1
	Bread – brown/ white, whole wheat	60g	2 slices	X8
	Margarine	2x 8g portion		X8
	Jam	15g		X8
	Tea	2.5g		X8
	Coffee	2.5g		
	Milk	40 ml		X8
	Sugar	10g		X8
	Fruit	1 portion	See specification list	X8
	Selective option Fruit juice	250ml	See specification list	X8
AM TEA	Tea	2.5g		X8
	Coffee	2.5g		
	Sugar	10g		X8
	Milk	40 ml		X8
	Scone with jam	60g		X1
	Scone with cheese	60g		X1
	Muffin with jam	60g		X1
AM TEA Continue	Muffin with cheese	60g		X1

ANNEXURE C
MENU I
HOTEL SERVICE& THERAPEUTIC DIETS
See attached specification list

		Biscuits: Pre-wrapped	30g		X2	
		Savoury biscuits: Pre-wrapped Cheese wedge	30g		X2	
LUNCH	PROTEIN	Meat - without bone	120g	Beef – cubed	X1	
			150g	Beef roast - sliced	X1	
			150g	Beef – steak	X1	
			100g	Lean beef mince	X1	
		Poultry	180-210g	Chicken portions Chicken breast fillets (130g) Chicken thigh		X3
				Hake-portion-crumbed		X1
		Fish – without bone	150g	Chicken schnitzel	X1	
			150g	Lamb chops	X2	
		Selective option Protein- meat, fish, poultry	150g	Beef schnitzel	X1	
			180-210g	Chicken portion	X2	
	150g		Hake portion - crumbed	X1		
	120g		Beef fillet	X1		
	Starch		50g	Rice	X2	
		75g	Maize – meal/rice	X2		
		60g	Samp (see equivalent list)	X1		
		45g	Maize rice	X1		
		180g	Sweet potatoes/potatoes	X2		
	Selective option Starch	45g	Pasta	X1		
		150g	Cut corn/ sweet corn	X1		
		50g	Rice	X2		
		75g	Maize meal	X1		
		180g	Potato	X2		
	45g	Maize rice	X1			
	Vegetables Cooked or as salad		2 portions	See specification list	X8	
	Dessert		15g	Jelly + 100 ml Custard cooked	X8	
	Selective option Dessert	125g	Ice Cream Tub	X2		
		120 g	Fresh/ tinned fruit salad	X2		
		125g	Instant pudding	X2		
		80g prepared	Baked pudding + 100ml Custard cooked	X2		
	Fruit juice		200 ml	See specification list	X8	
	PM TEA	Tea		2.5g		X8
Coffee		2.5g				
Milk		40 ml	X8			
Sugar		10g	X8			
Biscuits		30g	X8			
SUPPER	Soup		200ml	Home made Soup (winter menu)	X8	
	PROTEIN	Meat - with bone/ without bone	150g	Stewing beef/chuck	X1	
			150g	Beef steak/ roast	X1	
			100g	Lean beef mince	X2	
			120g	Boerewors	X1	
			Poultry	180-210g	Chicken portions	X2
		Fish – without bone	150g	Hake-portion-crumbed		X1

ANNEXURE C

MENU I

HOTEL SERVICE& THERAPEUTIC DIETS

See attached specification list

	Selective option	150g	Sausage roll/ pie	X1
		150g	Fish	X2
		180-210g	Chicken	X2
		100g	Lean Beef mince	X1
		150g	Beef fillet	X1
		150g	Mutton chops	X1
	Starch	50g	Rice	X2
		180g	Potato	X2
		75g	Maize – meal	X1
		50g	Samp/maize meal	X1
		45g	Maize rice	X1
		45g	Pasta	X1
	Selective option	50g	Rice	X2
		180g	Potato	X2
		75g	Maize- meal	X1
		180g	Sweet Potato	X1
		45g	Pasta	X1
		150g	Sweet corn	X1
	Vegetables Cooked or as salad	1 portion	See specification list	X8
LATE EVENING TEA	Tea	2.5g		X8
	Coffee	2.5g		
	Milk	40 ml		X8
	Sugar	10g		X8
	Bread – brown	60g	2 slices	X8
	Margarine	10g		X8
	Spread/fillings	10g + 5g	Peanut butter + syrup mix	X3
		10g	Margarine	X2
		30g	Sliced cheese	X3

ANNEXURE D

FOOD SPECIFICATIONS LIST

QUANTITY AND QUALITY OF FOOD PRODUCTS AND MENU SPECIFICATIONS

Summer Menu: 1st October – 31st March

Winter Menu: 1st April – 30th September

1. MEAT AND MEAT PRODUCTS, CHICKEN AND FISH

- 1.1 No textured vegetable protein will be allowed.
- 1.2 Pure 100% beef/chicken patties must be used.
- 1.3 The mass specified is for raw mass only.
- 1.4 All meat will be ordered in portions and ready to cook.
- 1.5 All meat and meat products should be of high quality standards.
- 1.6 The **fat content** of stewing meat served shall consist of **not more than 2% visible fat and 18% bone**. Only A & B Grades meat will be accepted.
Chicken nuggets should be 100% chicken and must only be provided to menu B and menu C
- 1.7 **Lean mince must be served for all menus.**
- 1.8 **No frozen red meat will be accepted**
- 1.9 All fish portions must be ready prepared e.g. battered/crumbed, skinless and fillet (without bone).
- 1.10 **Only frozen chicken portions** must be purchased to ensure that all patients receive equal cuts.
- 1.11 All Chicken products must be **Halaal**.
- 1.12 When chicken portions or steak are grilled or baked it must be counted according to number of patients.
A variety of cooking methods must be used when preparing chicken – only once per 8 day menu cycle will chicken stew/à la king be accepted – the rest must be grilled/oven baked/fried.
- 1.13 For **stews/stir fry, soft and puree diets**: only **de-boned chicken breast fillets** must be used.
- 1.14 For **roast chicken**: Only Thighs (Drumsticks for certain therapeutic diets) must be used.

2. FRUIT AND VEGETABLES

- 2.1 Only **choice grade frozen vegetables** may be used for vegetable dishes.
- 2.2 **Caterer's grade** frozen vegetables may be used for **soups and stews**.
- 2.3 Fresh fruit and vegetables should be of good quality. Tinned fruit must be served to therapeutic diets as requested.
- 2.4 It must be noted that **potatoes, sweet potatoes, sweet corn, cut corn and baked beans (salad beans)** as such are not regarded as vegetable products, but as **starch products**.
- 2.5 All fresh vegetables will be ordered and delivered fresh, ready prepared. Weights of vegetables reflected in food specifications, are for ready prepared items. In case where there are challenges with getting pre-prepared, whole vegetables can be provided following agreement with the foodservice managers or supervisor. Provisioning staff should pre-prepare those whole vegetables.
- 2.6 **"Raw mass"** of vegetables and fruit in salads shall mean **ready prepared** –excluding peels, pips, stalks and tops. In case of whole veggies add extra grams.
- 2.7 Tomato and onion mix is not a vegetable, only be served as a gravy.
- 2.8 Vegetable items are not to be repeated more than **3 times** in an 8-day cycle.

3. MILK AND MILK PRODUCTS

- 3.1 2% low fat milk should be served to all patients except for children which is menu A, B, C & D.
- 3.2 All milk will be ordered in 250ml, 500ml, and 1lt and 2lt plastic container with a screw cap. At least one week expiry date
The hospital will determine the preferred size.
- 3.3 **No milk blends or coffee creamers/whiteners** allowed.
- 3.4 Fresh 2% low fat milk can be used for cooking purposes e.g. custard, white sauce etc.
- 3.5 Approved certificates of dairy and cowsheds of supplier **must** be available within 14 days after commencement of contract. Copies must be provided to the Foodservice Manager or delegated person. Any change of supplier must be reported and certificates must be provided within 2 weeks.
- 3.6 Yoghurt must contain live AB cultures. Proof must be available.
- 3.7 Only pre-packed cheese wedges (30g) will be served with AM tea on Menu I.
- 3.8 Some of the menus make provision for patients to have milk to drink. It will be to the **discretion of the institution** whether they want to substitute fresh milk with an equivalent, as well as type, as listed in Food Specifications. Substitute may only be served once per 8-day frequency.

4. BREAD AND STARCH

- 4.1 The preference of the institution regarding **fortified brown or whole-wheat** bread must be adhered to for all patients and functions, except in the case of certain therapeutic diets.
- 4.2 Only sliced bread must be ordered.
- 4.3 Only fine Maltabella is acceptable.
- 4.4 **One slice** of bread should be **30g**.
- 4.5 A variety of at least 3 types of biscuits must be available (1xhigh fibre biscuit) Quality/taste must be acceptable to clients. Provision must be made for therapeutic diets. The packaging size of biscuits must not exceed 200g.
- 4.6 Pre wrapped biscuits will be purchased and served for Menu I.
- 4.7 Pasta and mashed potato can be replaced with other starch commodity, if not acceptable to clients.
- 4.8 Only fortified flour, maize and bread must be used.

5. COFFEE / TEA / ROOIBOS

- 5.1 Patients and staff members **must have the option** to choose between coffee/tea /rooibos at all times.
- 5.2 Good quality instant granule coffee to be used with not more than 25% Chicory. Coffee must be purchased in tins of 750g or 1.5kg.
- 5.3 **Only good quality** Rooibos teabags and Ceylon type blended teabags to be used.
- 5.4 **No coffee or tea mixes** containing milk and sugar may be used.
- 5.5 A portion of rooibos tea: 2.5 g

6. FRUIT JUICE

- 6.1 Only 100% **pre-packed containers** 250ml size pure fruit juice must be used for all menus as well as all therapeutic diets. Preferred flavours will be specified by the hospital e.g. menu A only apple.
- 6.2 No fruit powders, dairy mix juices will be allowed.

7. MARGARINE

- 7.1 Only **medium fat** yellow soft margarine (maximum 1kg) must be used for **cooking purposes** and for all **bread/sandwiches to be prepared** in the foodservice unit.
- 7.2 Pre-packed **medium fat** portions must be **served with bread** to clients who are allowed to spread their own bread/snack. Bread for menus B and C will be spread in foodservice unit.
- 7.3 A low fat/lite pre-packed margarine portion must be served to patients on fat restricted diets e.g. low fat, lipid lowering and diabetics.

8. CEREALS

- 8.1 Ready to serve breakfast cereals must be available in case of strikes/riots/unrest or on request. In such instances the fresh milk portion will be increased to 200ml at no additional cost.
- 8.2 Cereals will be served with 200ml of milk on Menu I.
- 8.3 The dietician of the Institution may decide that clients on Menu A will only be served with Cerelac Baby Cereal instead of cooked porridge (Maize meal, Maltabella or Oats Porridge).

9. SPREAD/JAM/SUGAR

- 9.1 At least a variety of 2 (two) flavours of jam portions (excluding syrup) must be served per day.
- 9.2 Provision must be made to serve spreads suitable for therapeutic diets e.g. diabetic jam portions.
- 9.3 **Only** sugar portions will be served to patients/staff. Bulk sugar will only be used for cooking purposes.
- 9.4 Diabetics and patients on weight reduction programmes:
Non-nutritive sweeteners for cooking purpose
Non-nutritive sweetener sachets for serving purposes
- 9.5 Bulk jam is required when bread are spread in the Foodservice.

10. EGGS

There must be a variety in the preparation method of eggs served at breakfast. Scrambled egg portion equals one and a half (1 ½) egg. No egg powder/frozen eggs will be accepted. Exception will be made for Witrand Hospital – see special requirements on **Annexure H**.

11. DESSERT

- 11.1 Provision must be made for normal and therapeutic diet baked and unbaked desserts.
- 11.2 Whole-wheat flour and non-nutritive artificial sweeteners must be available for therapeutic diets.
- 11.3 Once a month jelly and custard must be replaced with canned fruit/fresh fruit salad and custard (applicable to Menu B to E).
- 11.4 Dessert menu for fluid diets must include a variety of the following:
 - Jelly and custard
 - Instant pudding
 - Smooth yoghurt
 - Ice cream

12. COOKING OIL

- 12.1 Cooking oil will be used for deep fat and shallow frying purposes only. Oil used for deep frying should be utilized 2-3 times before discarding.
- 12.2 The Provisioning Company must test used cooking oil, before re-using to ensure that it is still safe for human consumption.

- 12.3 The Provisioning Company must dispose unusable cooking oil according to Health Regulations.

13. RAW SPECIFICATIONS

Raw specifications exclude the following items. The listed items should be included in recipes.

Margarine/oil for cooking purposes

Spices for cooking purposes

Garnish for serving purposes for menu E, H, I

Thickening agents for cooking purpose

White/cheese sauce

Juice for salads

NB: Vegetables in soups/stews do not substitute a vegetable portion that is part of a meal. Some of the therapeutic diets might need to be served as a soft or puree diet – additional milk/gravy must be available at no additional cost.

14. SOUP

- 14.1 Homemade soup (Winter Menu A – I).

Contain a basis of grated vegetables and thickened with cake flour or corn flour powder. At least four different types of soup are to be served on an 8-day winter menu cycle. Soup for fluid diets must be acceptable and must suit individual patient's needs.

- 14.2 Beef- or chicken freshly made stock/cubes (e.g. protein & vegetables) can be used for clear fluid diets and commercially prepared soup must be used for full fluid diets

15. SERVING OF FOOD

- 15.1 **All food served according to menu A – I as well as therapeutic diets and snacks must be pre-plated and individually covered with cling wrap. Where domes are available at the institution, it (dome) may be used instead of cling wrap. No additional costs will be charged for wrapping material – it must be included in the Fixed Overheads: Sundries (Schedule C).**

- 15.2 A sample plate must be dished for portion control purposes. The Foodservice Manager and Provisioning Manager must taste the prepared food before dishing up to ensure appetising & high quality food.

- 15.3 Sandwiches/snacks served with late evening tea must be prepared in the foodservice and send to the wards in appropriate containers.

- 15.4 All pre-plated food shall have proper, edible garnish. Garnish must be indicated on the menus and does not include salt, pepper, chutney, tomato / Worcester sauce sachets. Only applicable to menu E, H & I.

- 15.5 Leftover food shall remain the property of the institution and will be disposed accordingly. It is not suitable for re-use and cannot replace other menu items.

16. CLIENT SATISFACTION

- 16.1 The Foodservice Manager/ supervisors is responsible to do food satisfaction questionnaires/survey and plate waste studies on quarterly basis to determine the quality of food and client satisfaction.

- 16.2 This information must be available during inspections/meetings to support/proof changes on menus.

- 16.3 All menus in use (normal and therapeutic) must be displayed in the foodservice and a copy must be sent to all wards/sections who receive food.

- 16.4 Substitutes for specific diets e.g. no fish/egg/red meat/chicken will be served at no extra cost and portions will be according to menu A -E, I.

17 CULTURE / RELIGION

- 17.1 Cultural and religious practices must be taken into consideration. Food equivalents are to be served, if requested. Refer to 16.4. Food/snacks served at functions must be Halaal if circumstances require it.
- 17.2 Muslim, Kosher, Hindu and 7th Day Adventists with special dietary requests must be accommodated if circumstances require it. The price of the meal will be the same as a normal diet, unless the patient also has other special dietary needs e.g. diabetic.

18. LATE-ADMISSIONS

- 18.1 Provision must be made for late admissions.
- 18.2 The late-admission meal must consist of a ready to serve protein, 2 portions starch and one (1) fruit/ fruit juice. Late-admissions for therapeutic diets must be planned in conjunction with Institution Dietician. The cost of such meal will be the same as menu A to I and according to the specific meal that will be replaced.

19. CONTINGENCY PLAN

- 19.1 Emergency stock must be available.
The cost of such meals will be the same as per **schedule B**.

20. MISCELLANEOUS

- 20.1 See **Annexure H** for special requirements of individual Institutions. The expenses of these special requirements should be included in the tender prices.
- 20.2 Lodger mothers will be served according to Menu E. Dietician to assess and motivate for lodger mothers to stay at the hospital.

21. OPENING OF NEW UNITS/FACILITIES/HOTEL SERVICES (Menu I)

- 21.1 Menu I is indicated for all diets when required for a patient 13 years to adult e.g. for Private Ward/Hotel service/Step down.
- 21.2 The Institution must make use of the current Provisioning Company for additional/new services and neither will the Provisioning Company nor the institution be allowed to sub-contract to another contractor/provider.
- 21.3 The Institution will be responsible to provide additional foodservice staff, if required to provide the additional service.

22. LIST OF EQUIVALENTS/ REPLACEMENTS

The Institution will have the option to decide which commodity is preferred by the clients and menus will be drafted/ adjusted accordingly. This decision must be based on a client survey/ food questionnaire.

All items are indicated as raw mass except when indicated otherwise.

Food item		Equivalent	
STARCH			
Raw specification (Menu E)		150g	Baked beans canned
		150g	Sweet corn canned
		150g	Cut corn frozen
		60g	Dried beans /lentils/ peas
		90g	Samp /40g bean mix
		90g	Mabele
BREAKFAST PORRIDGE			
80g	Maize-meal/ 60g oats/ 60g Maltabella	60g	Breakfast cereal (at least 3 varieties)
		90g	Mabele
		200ml	Mageu
BEVERAGES			
2.5g 5ml	Tea /coffee	10ml	Milo
		2.5g	Rooibos tea
MILK			
200ml	Fresh milk	200ml	Amasi
		175ml	Plain/flavoured yoghurt
		200ml	Fresh, boiled milk + 10ml Milo
JAM			
15g	Jam portion (tub)	20g	Up –portioned
BREAD			
30g	Slice Brown/White/Whole-wheat Bread	35g	Scone
		35g	Muffin (whole wheat)
		½ bun	Roll (hamburger bun)
		3	Provitas
		2	Cream crackers

ANNEXURE D

MENU SPECIFICATIONS LIST (continue) QUALITY OF FOOD PRODUCTS AND MENU SPECIFICATIONS

Vegetables – ready pre-pared weight (without tops, peels and pips)

1 portion equals: (Vegetables used for meat stews is not included)

VEGETABLES		MENU A	MENU B	MENU C	MENU D	MENU E, H, I
Baby Marrow	Frozen	90g	120g	140g	150g	150g
	Fresh, pre-prepared	100g	130g	150g	160g	160g
	Fresh, stew + potato	95g+10g	100g+15g	120g+20g	125g+20g	125g+30g
	Frozen, stew + potato	90g+10g	95g+15g	110g + 20g	120g + 20g	120g+30g
Beetroot	Fresh, raw	-	85g	115g	115g	135g
	Pre-prepared cooked	-	60g	60g	60g	70g
Broccoli	Fresh, pre-prepared	-	50g	60g	80g	80g
	Frozen	-	50g	60g	80g	80g
Butternut	Fresh, pre-prepared	90g	110g	120g	150g	180g
Cabbage	Fresh, pre-prepared	-	80g	100g	140g	140g
	Fresh, salad + carrots	-	-	60g+20g	60g+20g	80g+20g
	Stewed + potato	-	70g+20g	90g+30g	120g+50g	120g+50g
Carrots	Fresh, pre-prepared	50g	85g	100g	130g	130g
	Frozen	30g	50g	60g	80g	80g
	Salad	-	65g	70g	100g	100g
	Stew + Potato	40g+10g	65g+20g	75g+25g	100g+30g	100g+30g
Cauliflower	Fresh, pre-prepared	-	55g	80g	80g	80g
	Frozen	-	50g	60g	80g	80g
Cucumber	Fresh, ordinary				60g	80g
	English	-	40g	50g	50g	70g
Gem Squash	Fresh, pre-prepared	75g	150g	150g	150g	180g
Green Beans	Frozen	-	60g	80g	90g	100g
	Canned	-	100g	120g	120g	150g
	Stew, frozen + potato	50g+10g	50g+10g	60g+20g	60g+20g	80g+30g
Green peas	Frozen	40g	50g	65g	65g	80g
	Canned	45g	65g	75g	75g	100g
Hubbard Squash	Fresh, pre-prepared	90g	140g	180g	180g	180g
Mixed Vegetables (carrots, peas, green beans, sweet corn)	Frozen	40g	40g	50g	60g	80g
	Canned (without potato)	-	100g	120g	120g	150g

Country Mix	Frozen	-	60g	60g	60g	80g
Pumpkin	Fresh, pre-prepared	90g	140g	180g	180g	180g
Spinach	Fresh, pre-prepared + potato	70g+10g	120g+30g	130g+40g	130g+40g	150+70g
	Frozen + potato	70g+20g	90g+20g	110g+40g	110g+40g	150g+40g
Tomato Onion and Cucumber salad	Tomato			70g	70g	70g
	Onion			10g	10g	10g
	Cucumber			20g	20g	20g
Tossed salad:	Tomato	-	-	60g	60g	60g
	Onion	-	-	-	5g	5g
	Pineapple (pre- pared weight	-	-	30g	30g	20g
	Lettuce	-	-	10g	15g	15g
	Cucumber	-	-	10g	10g	10g

ANNEXURE D

MENU SPECIFICATIONS LIST (continue) QUALITY OF FOOD PRODUCTS AND MENU SPECIFICATIONS

FRUIT		MENU A	MENU B	MENU C	MENU D	MENU E,H,I
Apples	Fresh	-	-	110g	150g	150g
	Canned	50g	100g	100g	100g	100g
Apricots	Fresh or canned	-	-	70g	70g	70g
Bananas	Fresh	55g	110g	165g	165g	165g
Grapefruit	Fresh	-	-	150g	150g	150g
Grapes	Fresh	-	-	120g	120g	120g
Guavas	Fresh or Canned	-	-	100g	100g	100g
Oranges	Fresh	-	220g	220g	220g	220g
Peaches	Fresh	-	130g	130g	130g	130g
	Canned	100g	100g	100g	100g	100g
Naartjies	Fresh	-	120g	120g	120g	120g
Pears	Fresh	-	-	145g	145g	145g
	Canned	100g	100g	100g	100g	100g
Pineapple	Fresh	-	200g	200g	200g	200g
	Canned	-	95g	95g	95g	95g
Plums	Fresh	-	-	110g	110g	110g
Sweet Melon	Fresh	-	200g	200g	200g	200g
Watermelon	Fresh	-	-	250g	250g	250g
Fruit Salad (at least 3-4 fruits)	Fresh	-	-	120g	140g	140g
	Canned	50g	75g	100g	100g	100g
Papaya	Fresh		125ml	125ml	250ml	250ml

ANNEXURE E

LIST OF INSTITUTIONS TO BE OUTSOURCED INCLUDES THE FOLLOWING

CLUSTER B:
Sub Cluster B 1
1. Joe Morolong Memorial hospital
2. Taung hospital
3. Ganyesa hospital
4. Schweizer Reneke hospital
5. Christiana Hospital (Not operational currently)
6. Bloemhof CHC
7. Nic Bodenstein Hospital
Sub Cluster B 2
8. General De La Rey hospital
9. Lehurutse hospital
10. Gelukspan hospital
11. Zeerust hospital
12. Itsoseng CHC (replacing Thusong Hospital)
Sub Cluster B 3
13. Moses Kotane hospital
14. Brits hospital
15. Koster hospital
16. Swartruggens CHC
17. Ventersdorp CHC

NB. Those tendering for Christiana to be aware the facility is undergoing infrastructural improvement and will be awarded in future once the facilities becomes functional.

ANNEXURE F

DETAILS OF FOODSERVICE STAFF:

Filled & vacant Post:

Filled & Vacant Beds									
Institution	#Beds	DT		FSM		FSS		FSA	
	Active	Filled	Vacant	Filled	Vacant	Filled	Vacant	Filled	Vacant
Ventersdorp	44	01	00	00	01	01	00	00	04
Nic Bodenstein	88	1	0	0	0	1	1	4	2
Bloemhof CHC	13	1	0	0	0	0	0	1	2
Christiana	42	1	0	0	0	1	0	1	1
Schweizer-Reneke	59	1	1	0	0	0	1	2	3
Taung	279	3	3	1	2	3	1	10	0
Ganyesa	60	1	3	0	0	1	0	3	0
JMM	120	2	0	0	0	3	0	7	1
Genl. De La Rey	48	1	0	0	0	1	0	4	0
Zeerust	70	1	No info	0	0	1	No info	5	No info
Lehurutshe	94	2	No info	0	0	1	No info	4	No info
Itsoseng CHC	24	1	0	0	1	1	1	4	2
Gelukspan	184	2	1	0	0	0	0	6	0
Swartruggens	30	1	0	0	0	0	1	1	3
Koster	50	2	2	0	0	0	0	0	0
Moses Kotane	200	3	2	2	2	4	0	12	0
Brits Hospital	170	4		1	1	2	2	10	3

NB: DT- Dietician,
FSM- Food Service Manager,
FSS- Food Service Supervisor &
FSA- Food service Aid

ANNEXURE G

DETAILS OF PRIVATE FOOD SERVICE COMPANY'S STAFF

(Should be indicated on Schedule D)

Institution	Private Provisioning Manager	Assistant Private Provisioning Manager	Stores man
Ventersdorp	1	1	0
Nic Bodenstein	1	0	1
Bloemhof	1	0	1
Christiana	1	0	1
Schweizer- Reneke	1	1	0
Taung	1	1	2
Ganyesa	1	0	1
JMM	1	1	1
Genl. De La Rey	1	0	1
Zeerust	1	1	1
Lehurutshe	1	1	1
Itsoseng CHC	1	1	1
Gelukspan	1	0	2
Swartruggens	1	0	1
Koster	1	0	1
Moses Kotane	1	1	1
Brits Hospital	1	1	1

ANNEXURE H
SPECIAL REQUIREMENTS

- 1 Hospital policy and budgets will guide provision of food to lodger mothers

1. JOE MOROLONG MEMORIAL HOSPITAL

Soup to be served throughout the year.

2. GANYESA HOSPITAL

Early am tea to be given to maternity ward only

ANNEXURE I

SCOPE OF SERVICES REQUIRED FROM PRIVATE FOOD SERVICE COMPANY'S STAFF

- (a) Render service in accordance with the tender specifications.
- (b) Ensure that individuals' right to cultural and religious practice is considered when drafting or adjusting the menu. This should be done in collaboration with the Foodservice Manager.
- (c) Ensure that the provisioning services comply with relevant food supply legislation.
- (d) Draft and implement operational procedures to ensure food hygiene.
- (e) Implement and operate a system of assured safe provisioning in accordance with Hazard Analysis Critical Control Points (HACCP).
- (f) Issue stock as required by the Institution
- (g) Timeously draft, analyse and submit all menus and recipes in accordance with the agreed schedules.
- (h) Ensure that food stock is stored in appropriate conditions and temperature.
- (i) Ensure that food ingredients are purchased and ordered in time from suppliers. Purchased items must be issued to the designated staff according to tender specifications.
- (j) Implement procedures to examine and monitor expiry dates, damaged and pest infestation on all goods received and or stored.
- (K) The Private Food service company Dietician (Area Manger) together with the department Dietician should review the menu at the first month of the contract and during revision of the cycle menu's according to the client profile (this will consider culturally acceptable issues, Religion, etc.). Where there are gaps in implementing of menu's ,Private Food service company Dietician together with the department Dietician should facilitate the intervention/ actions.
- (l) Private food service company Dietician (Area manager) should analyse menus and recipes With Involvement of department Dietician.
- (m) The company needs to effectively train all the company staff on both normal & special diets And the recommendations for issuing according to the contract.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF HEALTH					
BID NUMBER:	NWDOH 23/2024	CLOSING DATE:	29 NOVEMBER 2024	CLOSING TIME:	11:00
DESCRIPTION	FOOD SERVICE MANAGEMENT SERVICES AT VARIOUS HEALTH FACILITIES IN THE NORTH WEST PROVINCE FOR A PERIOD OF FOUR (04) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF HEALTH NORTH WEST, GROUND FLOOR					
NEW OFFICE PARK BUILDING,					
3801 CORNER FIRST STREET AND SEKAME ROAD					
MMABATHO, 2735					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms N. Tshabalala		CONTACT PERSON	Ms T.Tuge	
TELEPHONE NUMBER	018 391 4386		TELEPHONE NUMBER	060 978 6130	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	NSegwabanyane@nwpg.gov.za		E-MAIL ADDRESS	TTuge@nwpg.gov.za	
SUPPLIER INFORMATION					
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] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			☐ YES ☐ NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			☐ YES ☐ 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

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

.....

DATE:

.....

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.....

Closing Time 11:00 Closing date.....

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)

-	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

** "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

A NON-FIRM PRICES SUBJECT TO ESCALATION

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

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.

- Index..... Dated..... Index..... Dated..... Index..... Dated.....
Index..... Dated..... Index..... Dated..... Index..... Dated.....

- [illegible]

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:.....

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 interest¹ 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

¹ 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 consortium² 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

² 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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- 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 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.

- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10	
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$			

Where

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

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:

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. 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 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. 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—
- (a) 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
 - (b) 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.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(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.)

Specific Goals	Procurement Transactions Preference Points allocated out of 10	Number of points claimed (90/10 system) (To be completed by the tenderer)
B-BBEE Status level of Contributor	5	
1	5	
2	4	
3, 4, 5, 6, 7, 8 and Non-compliant contributor	0	
Enterprises located in a specific District Municipality, Township or region for work to be done or services to be rendered in that area (Mandatory)	2	
Residing within the North West Province	2	
Residing outside the North West Province	0	
Designated Groups(any bid that meets one or more of the five will get maximum points)	3	
- Enterprises 51% owned by black women. - Enterprises 51% owned by people with disability - Enterprises 51% owned by black youth. - Enterprises 51% owned by black military veteran - Registered Cooperatives within the North West Department of Health database	3	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium
One-person business/sole propriety
Close corporation
Public Company
Personal Liability Company
(Pty) Limited
Non-Profit Company
State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

THE NATIONAL TREASURY

Republic of South Africa



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.

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 with 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 markets 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

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.

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| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand, unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>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.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

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.

Js General Conditions of Contract (revised July 2010)