Western Cape Government
Health and Wellness
FOR YOU

Department of Health and Wellness
TYGERBERG HOSPITAL
Mr Athenkosi Silimela
Supply Chain Management
Athenkosi.Silimela@westerncape.gov.za Tel: 021 938 4890
REFERENCE: TBH 504/2026

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE WESTERN CAPE GOVERNMENT: HEALTH & WELLNESS

BID NUMBER: TBH 504/2026	CLOSING DATE: 09 October 2026	CLOSING TIME: 11:00am

TBH 504/2026: AN OPEN BID FOR THE RENDERING OF A LINEN SERVICE AND THE OPERATION OF THE LINEN ROOMS AT TYGERBERG HOSPITAL FOR A PERIOD OF THREE (3) YEARS, EFFECTIVE 1 DECEMBER 2026 UNTIL 30 NOVEMBER 2029.

The successful bidder will be required to complete and sign a written contract form (WCBD7.1).

BID DOCUMENTS MUST BE POSTED DEPOSITED IN THE BID BOX MARKED **"TENDER BOX"** SITUATED IN:	**TYGERBERG HOSPITAL** **1ST FLOOR, ADMINISTRATION BUILDING** **(OPPOSITE THE SPIRAL STAIRCASE)** **FRANCIE VAN ZIJL DRIVE** **PAROW** **CAPE TOWN** The bid box will be accessible Monday to Friday from 07h30 till 15h30, 5 days a week excluding public holidays
Compulsory site meeting Venue	**Tygerberg Hospital, Entrance 1, Admin Building, West side.** **Date: Wednesday 23 September 2026** **Time: 12:00pm**

1. The Specification is provided to inform **Prospective Service Providers (PSP)** of the entire envisaged bid process, as well as the implementation of the phases of bidding.

2. You are therefore invited to bid AN OPEN BID FOR THE RENDERING OF A LINEN SERVICE AND THE OPERATION OF THE LINEN ROOMS AT TYGERBERG HOSPITAL FOR A PERIOD OF THREE (3) YEARS, EFFECTIVE 1 DECEMBER 2026 UNTIL 30 NOVEMBER 2029. Prices must be consolidated onto the relevant WCBD3.1/2 forms, as this will serve as the bidder's official offer.

3. Please ensure that bids are delivered **to the correct address on time**. If the bid is late, it will not be accepted for consideration. If you are uncertain about the location of the bid box, please call the responsible official, Mr. Athenkosi Silimela at (021) 938 4980, or email: Tbh.BidsDepartment@westerncape.gov.za for assistance during office hours. The bid box is generally open during business hours **Monday to Friday from 07h00 till 15h00, 5 days a week excluding public holidays.**

4. Please submit your bid on the official, **not re-typed** forms. Only **original, signed** documents will be considered. **Failure to complete and sign the bidding documents, certificates, questionnaires, and specification forms in all respects will invalidate the bid.**

5. Each bid must be deposited in a **sealed envelope** with the **name and address of the bidder, the bid number, and the closing date.** The envelope shall not contain documents related to any bid other that indicated on the envelope.

6. **All Bidders must be registered on the Central Supplier Database (CSD) at the time of bid closing.** Any prospective **unregistered bidders** must register as a supplier on the **CSD** prior to bidding.

	Central Supplier Database
Self-registration	www.csd.gov.za ***(self-registration only)***
Contact email	SCMeProcurement.DOH@westerncape.gov.za

7. **Bidders already registered on the CSD** must have confirmation of their registration, by contacting www.csd.gov.za, AND ensure that their status is up to date prior to bidding.

8. **In instances where a bidder's tax compliance status cannot be verified or if a bidder's tax status is non-compliant on the CSD, the bidder will be afforded 7 working days to confirm tax compliance for the bid to be considered.**

9. Only the B-BBEE status reflected **on form WCBD 6.1 included in the bid document** will apply to the evaluation of the relevant formal bids and **not the B-BBEE status on CSD**. Bidders are further required to complete the attached **form WCBD4 and include it in the Bid document.**

10. All other mandatory documents held on CSD will be accepted by Western Cape Government Health & Wellness (WCGHW) for the consideration of formal bids.

11. Bidders must be duly **registered** on CSD at the **closing of the award.**

    **** "duly registered"** means that a supplier is registered on the CSD by means of valid mandatory registration documents, including TCC or other documentation confirming the bidder's tax compliance status at the time of the award and WCBD4. If these documents have expired, the such supplier will be suspended on the WCSEB.

12. This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract. **The 80:20 Points System shall be applicable to bids up to R50 000 000 or the 90:10 Points System to bids over R50 000 000. The lowest acceptable tender will be used to determine the preference point system.**

13. Please refer to all technical/specification enquiries to M. Athenkosi Silimela on email: Tbh.BidsDepartment@westerncape.gov.za

____
DEPUTY DIRECTOR: FINANCE AND SUPPLY CHAIN MANAGEMENT
TYGERBERG HOSPITAL
MR. N. MARTIN
DATE: 10/9/2026

6. **All Bidders must be registered on the Central Supplier Database (CSD) at the time of bid closing.** Any prospective **unregistered bidders** must register as a supplier on the **CSD** prior to bidding.

	Central Supplier Database
Self-registration	www.csd.gov.za ***(self-registration only)***
Contact email	SCMeProcurement.DOH@westerncape.gov.za

7. **Bidders already registered on the CSD** must have confirmation of their registration, by contacting www.csd.gov.za, AND ensure that their status is up to date prior to bidding.

8. **In instances where a bidder's tax compliance status cannot be verified or if a bidder's tax status is non-compliant on the CSD, the bidder will be afforded 7 working days to confirm tax compliance for the bid to be considered.**

9. Only the B-BBEE status reflected **on form WCBD 6.1 included in the bid document** will apply to the evaluation of the relevant formal bids and **not the B-BBEE status on CSD**. Bidders are further required to complete the attached **form WCBD4 and include it in the Bid document.**

10. All other mandatory documents held on CSD will be accepted by Western Cape Government Health & Wellness (WCGHW) for the consideration of formal bids.

11. Bidders must be duly **registered** on CSD at the **closing of the award.**

    ** **"duly registered"** means that a supplier is registered on the CSD by means of valid mandatory registration documents, including TCC or other documentation confirming the bidder's tax compliance status at the time of the award and WCBD4. If these documents have expired, the such supplier will be suspended on the WCSEB.

12. This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract. **The 80:20 Points System shall be applicable to bids up to R50 000 000 or the 90:10 Points System to bids over R50 000 000. The lowest acceptable tender will be used to determine the preference point system.**

13. Please refer to all technical/specification enquiries to M. Athenkosi Silimela on email: Tbh.BidsDepartment@westerncape.gov.za

____

DEPUTY DIRECTOR: FINANCE AND SUPPLY CHAIN MANAGEMENT
TYGERBERG HOSPITAL
MR. N. MARTIN

DATE: ______________________

INDEX

PLEASE ENSURE THAT ALL REQUIRED DOCUMENTS ARE INCLUDED IN THE HARD COPY OF THE OFFER SUBMITTED.

TBH 504/2026: AN OPEN BID FOR THE RENDERING OF A LINEN SERVICE AND THE OPERATION OF THE LINEN ROOMS AT TYGERBERG HOSPITAL FOR A PERIOD OF THREE (3) YEARS, EFFECTIVE 1 DECEMBER 2026 UNTIL 30 NOVEMBER 2029.

CHECKLIST	COMPLETED AND INCLUDED
WCBD 1	
SPECIFICATIONS	
WCBD 3.1/ 3.2	
WCBD 4	
WCBD 6.1	
GENERAL CONDITIONS OF CONTRACT	
Bidders are required to submit three (3) copies of the bid document. 1. A hand completed hard copy. 2. A scanned PDF formatted copy of the hand-completed hard copy on a USB flash drive. The electronic copy is provided for administrative purposes only. In the event of any discrepancy between the hard copy and the electronic copy, the signed hard copy shall prevail. 3. A completed WCBD 3.1, financial pricing schedule, in excel should saved onto the USB flash drive	
The USB flash drive must be clearly labelled with the bidder's name and the bid number..	

PART A
INVITATION TO BID

ZERO-TOLERANCE TO FRAUD, THEFT AND CORRUPTION (ANTI-FRAUD, THEFT AND CORRUPTION)

THE WCG IS COMMITTED TO GOVERN ETHICALLY AND TO COMPLY FULLY WITH ANTI-FRAUD, THEFT AND CORRUPTION LAWS AND TO CONTINUOUSLY CONDUCT ITSELF WITH INTEGRITY AND WITH PROPER REGARD FOR ETHICAL PRACTICES.

THE WCG HAS A ZERO TOLERANCE APPROACH TO ACTS OF FRAUD, THEFT AND CORRUPTION BY ITS OFFICIALS AND ANY SERVICE PROVIDER CONDUCTING BUSINESS WITH THE WCG.

THE WCG EXPECTS ALL ITS OFFICIALS AND ANYONE ACTING ON ITS BEHALF TO COMPLY WITH THESE PRINCIPLES TO ACT IN THE BEST INTEREST OF THE WCG AND THE PUBLIC AT ALL TIMES.

THE WCG IS COMMITTED TO PROTECTING PUBLIC REVENUE, EXPENDITURE, ASSETS AND REPUTATION FROM ANY ATTEMPT BY ANY PERSON TO GAIN FINANCIAL OR OTHER BENEFIT IN AN UNLAWFUL, DISHONEST OR UNETHICAL MANNER.

INCIDENTS AND SUSPICIOUS ACTIVITIES WILL BE THOROUGHLY INVESTIGATED AND WHERE CRIMINAL ACTIVITY IS CONFIRMED, RESPONSIBLE PARTIES WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE *(NAME OF DEPARTMENT/ PUBLIC ENTITY)*					
BID NUMBER:	TBH 504/2026	CLOSING DATE:	**09 October 2026**	CLOSING TIME:	**11:00 am**
DESCRIPTION	TBH 504/2026: AN OPEN BID FOR THE RENDERING OF A LINEN SERVICE AND THE OPERATION OF THE LINEN ROOMS AT TYGERBERG HOSPITAL FOR A PERIOD OF THREE (3) YEARS, EFFECTIVE 1 DECEMBER 2026 UNTIL 30 NOVEMBER 2029.				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT ***(STREET ADDRESS)***
TYGERBERG HOSPITAL
1ST FLOOR, ADMINISTRATION BUILDING (OPPOSITE THE SPIRAL STAIRCASE)
FRANCIE VAN ZIJL DRIVE
PAROW, CAPE TOWN, 7500

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Mr Athenkosi Silimela**	CONTACT PERSON	**Ms L. White**
TELEPHONE NUMBER	**021 938 4980**	TELEPHONE NUMBER	**ENQUIRIES IN WRITING**
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	
E-MAIL ADDRESS	**Tbh.BidsDepartment@westerncape.gov.za**	E-MAIL ADDRESS	**Tbh.BidsDepartment@westerncape.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:		**AND**	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	
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY	[TICK APPLICABLE BOX] ☐ Yes ☐ No				

ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACREDITATION SYSTEM (SANAS)			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED 6.1 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, 2022, 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 (WCBD7).**

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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE WITH TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE AND CSD NUMBER AS MENTIONED IN 2.3 ABOVE.

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: ……………………………………………

Briefing sessions will be held on Wednesday, 23 September 2026 at 12:00 pm at Tygerberg Hospital, Entrance 1, Admin Building, West side

1. Instructions for Completing Bid Documents

Bidders are advised to read all the pages of this tender document carefully and to comply fully with all requests for information and documentation. Please acknowledge that conditions have been read and understood in the 'Comply' column by responding with either a 'Yes' or 'No' entry. Bidders are required to:

Condition	NOTES	
1. Complete all the documents and forms provided in this bid invitation document.		
2. Supply all the requested information.		
3. Number each page of the bid submitted and all the supporting documentation (the entire bid) in the top right-hand corner of each page.		
4. The numbering system used in this tender SHALL be adhered to. If there are additional and/or alternative product options, every option/alternative proposal to an item SHALL be separately quoted, with a complete schedule, description, deviations from specifications, and technical brochures on each proposal.		
5. Submit the bid under the cover of a full table of contents referencing all the documents contained therein about the relevant page numbers.		
6. Submit the bid in hard copy		
7. Submit USB for soft copy.		
8. Confirm in writing that the copy submitted is a true and complete reproduction of the original and contains all the annexures submitted to the Department.		
9. The bidder is to complete the bid response document by stating in the block opposite each subsection whether the bidder will comply or will not comply with the specifications in that subsection.		
10. A response of "Noted" SHALL be interpreted as "Comply" In addition, an explanatory note MUST be provided in a separate document with a clear reference to the corresponding paragraph number or beneath each point in the bid document. The numbering in the bid document may not be altered		
11. **Items not completed in this manner SHALL be to the disadvantage of the bidder and, if excessive, SHALL lead to exclusion in the tender evaluation process**		
12. All additional supporting documentation that is returned as part of this tender MUST be given a document number that is marked on each page of the document.		

Western Cape Government

WESTERN CAPE DEPARTMENT OF HEALTH & WELLNESS

TYGERBERG HOSPITAL

THIS DOCUMENT SETS OUT THE SPECIFICATIONS FOR:

AN OPEN BID FOR THE RENDERING OF A LINEN SERVICE AND THE OPERATION OF THE LINEN ROOMS AT TYGERBERG HOSPITAL FOR A PERIOD OF THREE (3) YEARS, EFFECTIVE 1 DECEMBER 2026 UNTIL 30 NOVEMBER 2029.

BID NUMBER: TBH 507/2026

NAME OF BIDDING COMPANY..

NAME OF PRODUCT OFFERED..

NAME OF BIDDER / CONTACT PERSON ....

CONTACT NUMBER..**(w)**.. **(cell)**

NOTE: SHOULD THE ITEM OFFERED DEVIATE FROM ANY SPECIFIED REQUIREMENTS, FULL DETAILS OF SUCH DEVIATIONS MUST BE GIVEN. IN THE EVENT OF THE AVAILABLE SPACE BEING INSUFFICIENT, SUCH DETAILS MUST BE GIVEN ON A SEPARATE SHEET, INDICATING THE RELEVANT PARAGRAPH NUMBER IN THE SPECIFICATION.

THE "DETAILS OF OFFER" SECTION MUST BE COMPLETED IN FULL. FAILURE TO REPLY TO ALL SECTIONS WILL RESULT IN THE OFFER NOT BEING CONSIDERED.

NOTE: BIDDERS MUST SPECIFY THE DETAILS OF THEIR OFFERS IN THE COLUMN ON THE RIGHT. IN RESPECT OF PARAGRAPH WHERE THE BIDDERS STRICTLY COMPLIES WITH THE SPECIFICATION REQUIREMENT, THE WORDS "AS SPECIFIED" MUST BE INSERTED NEXT TO THE PARAGRAPH.		**FULL TECHNICAL AND OTHER DETAILS OF OFFER** **BIDDERS RESPONSE** **COMPLY OR DO NOT COMPLY** **A tick (✔) is not acceptable**
1	**SCOPE**	**FULL TECHNICAL AND OTHER DETAILS OF OFFER** **BIDDERS RESPONSE** **COMPLY OR DO NOT COMPLY** **A tick (✔) is not acceptable**
1.1	This specification establishes the requirements for AN OPEN BID FOR A MULTIPLE SUPPLIER BID FOR THE SUPPLY AND DELIVERY OF CUSTOMISED DISPOSABLE PROCEDURE KITS TO TYGERBERG HOSPITAL FOR A PERIOD OF THREE (3) YEARS.	
2	**REQUIREMENTS**	**FULL TECHNICAL AND OTHER DETAILS OF OFFER** **BIDDERS RESPONSE** **COMPLY OR DO NOT COMPLY** **A tick (✔) is not acceptable**
2.1	The Bidder shall indicate if offered complies with the stated requirements, by indicating, **"Comply"** or "**Does not comply**" next to the corresponding clauses;	
2.2	The Bidder shall clearly state any parameter values or additional information as requested in the relevant clause;	
2.3	The Bidder shall provide a clear pricing schedule listing all the requirements and the associated pricing;	
2.4	All responses shall be clear and legible;	
2.5	All prices are to include VAT and are to be firm prices in Rand. The Bidder shall state the period for which the firm price is valid;	
2.6	Details shall be supplied where asked. This detail shall be considered during the adjudication process	
2.7	The Bidder must clearly indicate if their offered product exceeds the stated requirement by noting with proof "Above specification" next to the corresponding clause.	
2.8	Each offer shall be accompanied by a completed specifications document. Failure to comply with this instruction shall lead to the disqualification of the offer.	
3	**APPLICABLE DOCUMENTATION**	**FULL TECHNICAL AND OTHER DETAILS OF OFFER** **BIDDERS RESPONSE** **COMPLY OR DO NOT COMPLY** **A tick (✔) is not acceptable**
3.1	Hepatitis B Vaccination and Health Screening	

3.2	Staff Competency and Training	
3.3	Public Liability Insurance	
3.4	Occupational Health and Safety	
3.5	Healthcare Linen Management and Infection Prevention and Control Plan	
3.6	Previous Linen Management Experience	
4	**SPECIFICATIONS**	**FULL TECHNICAL AND OTHER DETAILS OF OFFER** **BIDDERS RESPONSE** **COMPLY OR DO NOT COMPLY** **A tick (✓) is not acceptable**
4.1	**Overview:**	
4.1.1	a) The Linen Management Service and the Operation of Linen Rooms (situated at each ward) is to be an integrated service managed and staffed by an experienced service provider on a comprehensive 24 hour per day, 365 (7) days (continuous yearly cycle). The Hospitals' linen is to be managed per ward/department from the various soiled linen collection areas and back again, unpacked onto the shelves in the various clean linen rooms.	
4.1.2	b) Tygerberg Hospital currently does not have a fully equipped Linen Bank. Should a Linen Bank become available the successful service provider will be required to ensure the effective and efficient operation of the Linen Bank.	
4.1.3	c) Tygerberg Hospital does not have the resources to provide on-site training to the service provider thus the service provider must have previous Linen Management experience.	
4.1.4	d) Provision of a comprehensive computer aided linen stock management and usage per individual ward/department encompassing: - i. Linen count per day (shelf, clean, soiled) ii. Linen losses per item per day iii. Linen replenishment per item per day iv. Linen discrepancies per item per day v. Linen use per user area per item per day vi. Weekly linen stocktaking vii. Monthly linen stocktaking viii. Linen Inventory Registers ix. Daily reconciliation between soiled items removed and clean items returned	
4.1.5	e) Staffing, management, control and operation of the Hospital Linen Storerooms.	
4.1.6	f) Provision of an on-site (Tygerberg Hospital) linen distribution and exchange of service.	

4.1.7	g) Provision of an on-site (Tygerberg Hospital) soiled linen sorting and counting service.	
4.1.8	h) Provision of an on-site (Tygerberg Hospital) sluicing service, including the sorting and sluicing of soiled linen, in compliance with all relevant health, safety, and infection prevention and control requirements.	
4.1.9	i) Provision of Contractual Departmental Linen Supervisors in specified areas in the Hospital to operationally manage and control all aspects of the linen service for the area.	
4.2	The Linen Service shall be provided 24 hours per day, 365 (7) days per year.	
4.2.1	**Required Core Inclusive Hours of Service:** Monday – Sunday 06:00 to 06:00 (24 hrs) Please note that the hours of Service – Tygerberg Hospital laundry is 07:00 to 15:45 – 5 days per week	
4.2.2	**Required Core Inclusive Hours of Service for Linen Rooms** Monday – Fridays 06:00 to 18:00 On Saturdays and Sundays, the Linen Room (situated at each ward) service to be as per operation requirement.	
4.3	In addition, the Contractor shall:	
4.3.1	a) provide a comprehensive Linen and Linen Room (situated at each ward) services to ensure clean and appropriate linen is available in all areas and for all users at the times required and, in the volumes, necessary to support the smooth running of the hospital;	
4.3.2	b) work in close collaboration with all wards and department to ensure an effective Linen and Linen room (situated at each ward) service which is bespoke to the department or ward which it serves;	
4.3.3	c) ensure that the handling and transport of all linen fully complies with the hospitals' infection prevention and control policy to minimise the risk of cross-contamination within the facilities;	
4.3.4	d) manage the linen stock to maximise efficiencies whilst maintaining high service standards at all times; and	
4.3.5	e) provide a service which is based on fundamental sustainable development principles that minimise the impact on the environment and is energy efficient.	
5	**BIDDING PRICE**	**<u>FULL TECHNICAL AND OTHER DETAILS OF OFFER</u>** **<u>BIDDERS RESPONSE</u>** **COMPLY OR DO NOT COMPLY** **A tick (✓) is not acceptable**
5.1	The bid price must be indicated on the WCBD 3.1, for bid evaluation purpose	

6	OBLIGATIONS OF THE CONTRACTOR	FULL TECHNICAL AND OTHER DETAILS OF OFFER BIDDERS RESPONSE COMPLY OR DO NOT COMPLY A tick (✓) is not acceptable
6.1	Linen Management Service	
6.1.1	The Linen Management service shall be provided 24 hour per day 365 (7) days per year.	
6.1.2	The contractor is to provide all specified accounting services as described in Part 4.6.	
6.2	**Linen Rooms**	
6.2.1	The successful bidder shall appoint a Contract Linen Room supervisor in order to supply the Hospital with a fully comprehensive Linen Room service who will report to the Contract Linen Service Manager.	
6.3	**Liaison**	
6.3.1	The contractor shall appoint a Contract Linen Service manager who shall work in close co-operation with the Hospital Contract Administrator to facilitate the flow of accounts, payments, information, statistics, solving problems, etc. between parties.	
6.3.2	The Hospital shall likewise appoint a Hospital Contract Administrator to Communicate with the Contract Linen Service manager on an ongoing basis to monitor the standard and quality of the Linen Management Service provided and to attend to operational as well as technical problems in a positive manner.	
6.3.3	The Contract Linen Service manager shall liaise with the Hospital Contract Administrator daily.	
6.4	**Monitoring**	
6.4.1	Control sheets (consignment sheets) and management reports shall be submitted to the Hospital Contract Administrator daily as decided.	
6.4.2	damage is minimised.	
6.4.3	Proper auditable paper and electronic trails are to be implemented so that the point of loss can be established, and the responsible party identified.	
6.4.4	The Hospital Contract Administrator(s) has the final prerogative to declare that all the services rendered by the Contractor conform to the specifications of the contract in terms of quality and process.	
6.5	**Communication**	
6.5.1	The Hospital Contract Administrator shall communicate with the Contract Linen Service manager on an ongoing basis about routine issues and to monitor the standard and quality of the Linen Management Service rendered.	
6.5.2	The Hospital's Contract Administrator shall also address operational and technical problems that may arise in consultation with the Contract Linen Service manager.	
6.5.3	A standing liaison forum identified role players from the Hospital, Department and the Contractors will be held on at least a quarterly	

	basis.	
6.5.4	Monthly and other ad hoc meetings will also be held with the contractor and other stakeholders as determined by the Hospital Contract Administrator.	
6.6	**Accounting**	
6.1.1	The contractor shall apply Generally Acceptable Accounting Practices (GAAP) and maintain all counting records relating to the provision of specified Linen Management service.	
6.1.2	The accounting period shall run from the first day until the last day of each calendar month.	
6.7	**The Hospital will supply the contractor with:**	
6.7.1	A designated area for the administration and operation of a Linen Management Service and fully shelved linen rooms and linen bank.	
6.7.2	A wash basin.	
6.7.3	A tearoom.	
6.7.4	A telephone line for internal calls only, inside the Hospital complex, and that will be free of charge.	
6.8	**The successful service provider**	
6.8.1	Office furniture, which includes a computer or laptop, printer and scanner, internet connection (LAN/WIFI).	
6.8.2	Trolleys to transport linen, separate trolleys to be designated for transporting soiled and clean linen.	
6.8.3	Stationery.	
6.8.4	A cleaning service within the designated areas used by service provider and staff (storerooms, tea rooms, linen bank, linen store, sorting and counting areas, etc)	
6.8.5	The contractor shall provide safekeeping lockers for the Contractor's staff.	
7	**LIABILITIES**	**FULL TECHNICAL AND OTHER DETAILS OF OFFER** **BIDDERS RESPONSE** **COMPLY OR DO NOT COMPLY A tick (✔) is not acceptable**
7.1	**The successful contractor will be required to:**	
7.1.1	Indemnify the Hospital against any losses or damages to the contractor's property;	
7.1.2	Every endeavour will be made to protect the firm's property, but the Hospital will not accept responsibility for any loss or damage thereof;	
7.1.3	Obey all applicable Hospital rules and regulations whilst on Hospital premises;	

7.1.4	Answer any claim arising from injury – fatal or otherwise and proved to have been caused due to negligence on the part of the contractor or his employee(s) to any person legally on Hospital premises;	
7.1.5	The hospital will not accept any responsibility in the event of injury, fatal or otherwise to the contractor or the staff on Hospital premises in the execution of their duties;	
7.1.6	The Contractor will accept responsibility for any damage caused by the contractor, his/her equipment or his/her personnel or by whatever means to Hospital property to staff or members of the public and their property legally on Hospital premises;	
7.1.7	The Contractor shall at all times be responsible for the acts and omissions, e.g. death, injury, assault, unlawful unrest, etc. of their employees when they provide any services of the Provincial Government in terms of the bid and act within the course and scope of these duties and employment;	
7.1.8	The Contractor indemnifies and holds the Provincial Government blameless against the damage to property and loss of property of the Provincial Government and any third party that may be involved	
8	**LOSS, DAMAGE AND SAFEKEEPING OF HOSPITAL PROPERTY**	**FULL TECHNICAL AND OTHER DETAILS OF OFFER** **BIDDERS RESPONSE** **COMPLY OR DO NOT COMPLY** **A tick (✓) is not acceptable**
8.1	The Service Provider is to exercise every precaution to ensure that all Hospital equipment and property entrusted to his care is secure and the possibility of loss, unauthorised use and damage is minimised.	
8.2	Excepting fair wear and tear, the Service Provider shall be responsible for any loss or damage to hospital equipment and property in his possession at all times.	
8.3	The Service Provider undertakes to replace such items in the event that equipment or property in his possession is damaged, destroyed, lost or stolen, notwithstanding the cause of the damage, destruction or loss.	
8.4	The Hospital in consultation with the Service Provider shall determine the replacement cost of Hospital equipment and property, other Hospital property which has been lost, stolen or damaged whilst in the care of the Service Provider, and to withhold such costs from any payment due by the Hospital to the Service Provider.	
8.5	Similarly, the loss of any other Hospital property due to the negligence of the Service Provider will be recovered from any payments due to the Service Provider.	
8.6	Authorised Hospital Representatives of Hospital Management, Hospital Infection Control, Hospital Security and the Contract Administrator shall be given reasonable access to any facility at all times by the Contractor.	
8.7	Such access may not be refused for functional, control or inspection purposes when requested in writing by the Hospital Management.	
8.8	Any wilful or negligent damage to the building, fittings or equipment will be for the Contractor's own responsibility and account to make good.	
8.9	No change/alterations/additions to the building or infrastructure are allowed without prior written authority from the Hospital Engineer.	
8.10	The Service Provider shall immediately return to the authorised Hospital representative any item of Hospital Property found/recovered by the Service Provider's staff in the course of their	

	duties.	
8.11	The Contractor shall immediately return to the Hospital Security any item of Hospital or private property found in the course of their duties.	
8.12	The Contractor is to exercise every precaution to ensure that all hospital property entrusted to their care is secure and the possibility of loss, unauthorised use and damage is minimised.	
8.13	The Contractor is to devise and implement control systems to prevent vandalism, graffiti, theft and damage to the building infrastructure and fittings etc.	
9	**IMPORTANT**	**FULL TECHNICAL AND OTHER DETAILS OF OFFER** **BIDDERS RESPONSE** **COMPLY OR DO NOT COMPLY A tick (✓) is not acceptable**
9.1	The successful bidder must obtain Public Liability Insurance at own cost commensurate with the risk to which the company is exposed.	
9.2	Such insurance must also make prevision for all vicarious losses and claims for which the bidder of the staff may be responsible.	
9.3	It is a condition of this bid that the successful bidder must submit proof of its Public Liability Insurance within two (2) weeks upon the award of the contract.	
9.4	Any non-compliance with this condition will render the contract award null and void.	
9.5	Proof of validity of the Public Liability Insurance cover to be submitted on a quarterly basis to the Supply Chain Management Unit – Contract Administration Section.	
9.6	It is mandatory that all health workers be vaccinated against HEPATITIS B.	
9.7	Three doses of vaccine are required each four weeks apart. Booster doses are required every five years.	
9.8	Workers who have been vaccinated less than five years ago, do not require vaccination.	
9.9	It is a condition of this bid that the successful bidder must submit proof one week before commencing of service that all staff to be deployed on site has been vaccinated.	
9.10	The onus is on the employee and the service provider to provide proof of vaccinations.	
9.11	The Service Provider shall ensure on a continuous basis that all staff is inoculated against HEPATITIS B	
10	**PENALTIES AND PRO RATA DEDUCTIONS**	**FULL TECHNICAL AND OTHER DETAILS OF OFFER** **BIDDERS RESPONSE** **COMPLY OR DO NOT COMPLY A tick (✓) is not acceptable**

10.1	Deductions and penalties will be incurred against the Service Provider for every hour of work not performed according to the Bid specification and conditions. (Part of an hour will be regarded as a full hour.)	
10.2	The Service Provider will be penalized, and pro rata deductions will be made for not adhering to Bid specifications.	
10.3	Penalties will be issued per transgression per person per day.	
10.4	The Hospital Contract Manager will inform the Manager in writing of any transgression and pending the seriousness of the transgression, offer the Service Provider time any transgression and pending the seriousness of the transgression, offer the Service Provider time to remedy the situation.	
10.5	Failure to remedy will result in issuing of a penalty.	
10.6	The service Provider will have 7 days to dispute the penalty and allow both parties to consult and agree on the resolution. Failure to follow the dispute process within the timeframe, will result in the penalty being imposed and the Service Provider will be expected to issue a credit note for the value of the penalty.	
11	**MISCELLANEOUS PENALTIES**	**FULL TECHNICAL AND OTHER DETAILS OF OFFER** **BIDDERS RESPONSE** **COMPLY OR DO NOT COMPLY A tick (✓) is not acceptable**
11.1	Late postings per person (½ hour after schedule time) R1000.00 per person.	
11.2	Postings more than 2 hours after scheduled time R2000.00 per person.	
11.3	Failure to post per person per day R5000.00 per person.	
11.4	Sleep on duty R1000.00 per occurrence.	
11.5	Failure to wear and display identity cards R500.00 per occurrence.	
11.6	Failure to adhere to dress code R5000.00 per occurrence.	
11.7	Absent from point of duty without permission R2000.00 per occurrence.	
11.8	Posting of untrained staff R5000.00 per occurrence.	
11.9	Failure to provide a relief R5000.00 per occurrence	
11.10	Failure to comply or adhere to required working hours as indicated per posting site R5000.00 per occurrence per person.	
11.11	Failure to comply with the contract SLA - R5000 per occurrence	
12	**PROTECTION OF SERVICE PROVIDER'S STAFF**	**FULL TECHNICAL AND OTHER DETAILS OF OFFER** **BIDDERS RESPONSE** **COMPLY OR DO NOT COMPLY A tick (✓) is not acceptable**
12.1	The Department shall not be held liable for any contracted illness or infection to the Service Provider or his staff arising from their duties.	

12.2	The Service Provider will ensure that all staff of the contractor are provided with uniforms, identification cards and PPE, e.g. blue gloves, masks, hairnets, aprons etc., daily.	
12.3	A clear identification card of the Service Provider with the member's photo, full name, identification number, worn conspicuously on his/her person at all times.	
13	**GENERAL STANDARDS FOR SITE ADMINISTRATION**	**FULL TECHNICAL AND OTHER DETAILS OF OFFER** **BIDDERS RESPONSE** **COMPLY OR DO NOT COMPLY A tick (✓) is not acceptable**
13.1	**Profiles of all staff to be provided:**	
13.1.1	a) Must be a South African Citizen.	
13.1.2	b) Or have a valid work visa.	
13.1.3	c) Proof that the successful bidder could not find a suitable SA citizen or permanent resident to fill the role, The Immigration Act 13 of 2002 (General Work Visa)	
13.1.4	d) Must be able to work independently.	
13.1.5	e) Must be able to communicate, read, and write in at least two of the three official languages of the Western Cape of which English is a requirement.	
13.2	**Provide copies of the following documents on the day of assumption of duty and for the duration of the contract:**	
13.2.1	a) Any changes in staff must be reported to the Contract Administrator(s) immediately.	
13.2.1	b) CV of employee;	
13.2.1	c) Copy of highest school qualification;	
13.2.1	d) Copy of related training certificate;	
13.2.1	e) Proof of Hepatitis B injection;	
13.2.1	f) Employee ID card with the employee staff details visible, including employee number;	
13.2.1	g) Copy of ID or Passport and work Visa;	
13.2.1	h) SAPS Vetting results;	
13.2.1	i) SARS tax number	
13.3	All on-site administration shall be done in accordance with the site instructions as communicated to the Service Provider in writing from time to time by the User.	
13.4	Although details may differ, the following aspects shall be dealt with:	
13.5	The Code of Conduct of the staff.	

13.6	Standards of performance of staff and deviations from standards.	
13.7	Uniform and dress standards.	
13.8	Equipment to be used.	
13.9	Duty lists and duty sheets (shift rosters).	
13.10	Lost and found property administration.	
13.11	Controlling of services and Attendance.	
13.12	Removal of staff from the site.	
13.13	Reporting of incidents to the user.	
13.15	Time and Attendance registers as well as late coming.	
13.15	Redeployment of staff.	
13.16	The Service Provider is responsible for overall management and supervision of the Linen Contract staff provided in terms of the agreement.	
13.17	The Department expects the highest possible standard of conduct from the staff.	
13.18	The Linen staff will work in conjunction with Hospital Linen Management Supervisors and will be deployed from a central office as the need may arise.	
13.19	Where a Linen Contract staff performs a duty under the direct supervision of a Hospital Official the staff shall be expected to take instructions from the Hospital Official.	
13.20	The User/Client has the right to inform the Service Provider to redeploy Linen staff to best advantage, either permanently or temporarily.	
13.21	The Service Provider is to ensure that the specified numbers of Linen staff are continuously deployed at each any point of service during each shift.	
13.22	Linen staff may not leave their registered point of duty during or after their shift unless relieved by another staff member.	
13.23	This includes tea breaks, lunch breaks, smoke areas and toilet breaks.	
14	**MINIMUM STAFFING REQUIREMENTS DURING CORE INCLUSIVE HOURS**	**FULL TECHNICAL AND OTHER DETAILS OF OFFER** **BIDDERS RESPONSE** **COMPLY OR DO NOT COMPLY** **A tick (✓) is not acceptable**

14.1	Mondays to Fridays (06:00 to 18:00): 10 x Male Linen Controllers 10 x Female Linen Controllers 6x Male Linen Assistants 6x Female Linen Assistants 2 x Supervisor 1 x Manager Saturdays & Sundays (06:00 to 18:00): 5 x Male Controllers 5 x Female Controllers 1 x Supervisor	
	MINIMUM STAFFING REQUIREMENTS OUTSIDE OF ABOVE CORE, INCLUSIVE HOURS	
14.2	Monday to Friday (18:00 – 06:00): 3 x Male Linen Controllers 1x Supervisor Saturdays & Sundays (18:00 to 06:00): 3x Male Controllers 1x Supervisor	
15	**DUTIES AND RESPONSIBILITIES**	**FULL TECHNICAL AND OTHER DETAILS OF OFFER** **BIDDERS RESPONSE** **COMPLY OR DO NOT COMPLY** **A tick (✓) is not acceptable**
15.1	The service provider shall ensure that suitable trained and competent personnel are deployed to perform linen management services at Tygerberg Hospital.	
15.2	The duties and responsibilities of personnel shall include, but not be limited to, the following:	
15.3	Manager: Overall management and coordination of the linen management contract and on-site personnel. Daily administration, staff supervision, performance monitoring, scheduling, reporting and compliance with hospital policies and procedures. Liaison with hospital contract administrator regarding operational matters, service delivery requirements and continuous service improvement.	
15.4	Supervisors: Overall supervision and management of daily linen operations. Monitoring and control of linen stock levels and stock takes. Supervision of activities within the linen bank, including sorting, packing, cleaning, storage, and issuing of clean linen. Supervision of activities within the sluice/soiled linen area, including the handling of tagless bags, collection, sorting, and sluicing of soiled linen. Ensuring adherence to infection prevention and control measures, quality standards, and operational procedures.	

15.5	Linen Controllers: Collection and distribution of clean and soiled linen throughout the hospital. Packing and replenishment of linen shelves in wards, clinics, and other designated areas. Packing, organisation, and cleaning of the linen bank. Sorting, handling, and sluicing of soiled linen in accordance with hospital procedures. Maintaining accurate records and reporting any linen-related discrepancies or shortages.	
15.6	Linen Assistants: Assisting with the collection of clean linen from the laundry facility. Loading and offloading laundry trucks and vehicles, as required. Assisting with the packing, organisation, and cleaning of the linen bank. Assisting with the sorting, handling, and sluicing of soiled linen. Providing general operational support to ensure effective linen management services.	
15.7	The duties and responsibilities listed above are indicative and are **not limited to those specified herein.** Tygerberg Hospital reserves the right to review, amend, expand, or adjust these duties and responsibilities, as reasonably required, to accommodate operational requirements, service demands, patient care needs, legislative requirements, and any other hospital-specific needs arising during the contract period. Personnel may therefore be required to perform additional related tasks and functions within the scope of the linen management service.	
16	**GENERAL CONDUCT AND COMPLIANCE OF STAFF**	**FULL TECHNICAL AND OTHER DETAILS OF OFFER** **BIDDERS RESPONSE** **COMPLY OR DO NOT COMPLY A tick (✔) is not acceptable**
16.1	The Contractor shall ensure that his staff are appropriately dressed and presentable at all times while on the Hospital premises.	
16.2	All of the Contractor's staff shall wear appropriate and uniform protective clothing, which must be clearly and prominently embosses with a company logo, and shall be of a standard that is not inferior to that of the Hospital's own staff engaged in similar duties.	
16.3	The Contractor shall provide his staff with photo-identification badges, which shall be worn and displayed at all times by the staff while on the Hospital premises.	
16.4	The Contractor's staff shall comply with the Hospital's smoking policy.	
16.5	The Contractor shall ensure that his staff carry out their duties and behave in as quiet and orderly manner as may be reasonably practicable while on Hospital premises.	
16.6	That they shall have regard for the nature of the duties they perform and, that no unreasonable or unnecessary disruption will be caused to the routine and procedure of the Hospital's staff and Hospital functioning.	
16.7	Contractor's staff is to respect the Hospital Patient's Rights to privacy and confidentiality.	
16.8	While on the Hospital premises, staff shall comply with Hospital policy and procedures and shall comply with safety and security directives.	
16.2	**AVERAGE LINEN USAGE PER MONTH**	

16.2.1	Estimated at 205 000 units (Dependant on ward occupation levels and number and types of procedure carried out in theatres.	
16.3	**DEPARTMENTS TO BE SERVED**	
	<u>A-BLOCK WEST/EAST</u> A10, A9, A8, A7, A6, A5, A4, A3, A2, A1 **<u>D-BLOCK WEST/EAST</u>** D10, D9, D8, D7, D6, D5, D4, D3, D2, D1, D-GR, D-LG **<u>F-BLOCK WEST</u>** F4, F3, F2, F1 Emergency, F-GR, F-LG **<u>G-BLOCK EAST</u>** G10, G9, G8, G7, G6, G5, G4, G3, G2, G1, G-GR, G-LG **<u>J-BLOCK EAST</u>** J7, J6, J5, J4, J3, J2, J1, J-GR, J-LG **<u>X-BLOCK (GENE LOUW)</u>** H1X, H2X, Theatres, PET Centre **<u>CLINICS</u>** B5 Physio, C3B West, C5B West, C4B X-Rays, C6B West, C8B West, C9A Bone Marrow, Mortuary, Milk Kitchen, H9 Micro, Sonar, C3B East, C5B East, C6B East, C8B East, C10A Nuclear Medicine, Family Planning, C7C West, C7B Gastro, Porters Deck West, C10A Cytology, C7A Eye, Protea Court (Overnight), B5E Day Surgery, Admin-Kitchen, Occupational Therapy C1A Emergency C1D Emergency – East and West C2A Labour – East and West CSSD Theatres B1 Theatres Creche Sluice Room	
17	**SOILED LINEN**	**<u>FULL TECHNICAL AND OTHER DETAILS OF OFFER</u>** **<u>BIDDERS RESPONSE</u>** **COMPLY OR DO NOT COMPLY A tick (✓) is not acceptable**
17.1	Soiled linen will be cleared from wards/ service areas by 06:00 daily. Ward staff must sign for soiled linen collection. The soiled linen must be taken to the designated area in the laundry to be counted.	
17.2	All bags of soiled linen must be loaded into laundry vehicles by 06:00 daily.	
17.3	Contractor also responsible for the offloading of laundry vehicles at Laundry and counting of soiled and clean linen at Laundry on the days that the Laundry operates.	

17.4	Vehicles to be offloaded by 07:30 for counting to commence.		
17.5	Should facilities be provided to count soiled and clean linen at hospital level such counts are to be in addition to count at laundry.		
17.6	Where needed the linen bags must be properly closed by the staff before transporting.		
18	**LABELLING AND TRANSPORT OF SOILED AND CLEAN LINEN**		**FULL TECHNICAL AND OTHER DETAILS OF OFFER** **BIDDERS RESPONSE** **COMPLY OR DO NOT COMPLY A tick (✓) is not acceptable**
18.1	The contractor will have the responsibility for the security of linen while in transit from wards/ service areas to and from Laundry.		
18.2	The contractor is further to ensure that the linen vehicles are sealed when transporting soiled linen to the Laundry. The security straps for this purpose are to be provided by the contractor. Type of security straps use are as per Laundry Management specifications.		
18.3	Contractor also responsible for the offloading of laundry vehicles at Laundry and counting of soiled and clean linen at Laundry on the days that the Laundry operates.		
18.4	Where needed the linen bags must be properly closed by the staff before transporting.		
19	**SPECIFIC REQUIREMENTS**		**FULL TECHNICAL AND OTHER DETAILS OF OFFER** **BIDDERS RESPONSE** **COMPLY OR DO NOT COMPLY A tick (✓) is not acceptable**
19.1	Performance Parameters		
19.2	Provision & storage of Clean Linen to central storage areas		
19.3	The contractor shall review minimum stock levels (which shall be agreed by the Hospital Representative) on a ward by ward / department by department basis.	Basic stock to be reviewed annually	
19.4	The contractor shall ensure deliveries are made in accordance with a delivery schedule agreed with the Hospital's Representative / Ward Housekeeper. This shall include deliveries of Linen for residential or any other areas.	Distribution of linen daily	
19.5	The contractor shall provide an ad-hoc top-up service in and Emergency, Urgent and Routine Ad-Hoc Services request basis to meet abnormal demand.	Contractor will utilize storerooms to provide this service	
19.6	Emergency ad-hoc service requests are completed within the specified completion time.	Ad-hoc request will be provided within 1hour	
19.7	Urgent ad-hoc service requests are completed within the specified completion times.	Urgent request to will be handled within 30min	
19.8	Routine ad-hoc service requests are complete within the specified completion times.	Depends on deliveries from the laundry	
19.9	The contractor shall provide	Depends on availability of	

	emergency supplies in such an amount to be agreed with the hospitals' representative.	storeroom levels	
19.10	The contractor shall store Linen in accordance with the Hospitals' Infection Prevention and Control Policy. (Policy will be made available to the successful bidder)	Clean linen will be stored in designated storerooms	
19.11	Segregation and Collection of Used Linen from central storage areas		
19.12	The contractor shall ensure that throughout the collection and distribution functions used linen is segregated from clean linen.	Clearly marked trollies are used by contractors	
19.13	The contractor shall train all staff in the segregation of linen.	Fortnightly training sessions to be done or when needed	
19.14	The contractor shall display procedures for the segregation of Linen at each used Linen segregation a collection point.	Display segregation Protocols	
19.15	The contractor shall ensure an adequate supply of the suitable and clean receptacles for the segregation, storage and or collection of used linen in accordance with the Hospital's Infection Prevention and Control policy.	Linen trolleys to be used according to infection policies	
19.16	The contractor shall operate procedures to ensure that failure to correctly segregate used linen by Hospital is traceable to the ward / department.	Recordkeeping daily	
19.17	The contractor shall agree upon a collection schedule for used line with the Hospitals' representative at such frequency appropriate to the size of the storage areas to minimise the risk of cross-contamination. All receptacles used are emptied at least daily.	Adherence to collection schedule	
19.18	The contractor shall collect used linen in accordance with the collection schedule.	Adherence to collection schedule	
19.19	The contractor shall collect condemned linen in accordance with the collection schedule properly sealed, bagged, tagged and closed.	Adherence to collection schedule	
19.20	The contractor shall undertake, additional collections to those scheduled, within 2 hours, if a) Designated storage receptacles reach more than 75% capacity b) Build up impinges on Hospitals' operations c) Linen collection areas are either unsightly or malodorous		

19.21	The contractor shall ensure that there is no cross contamination between clean linen, soiled linen, fouled linen or infected linen at any stage during the linen "cycle".	Linen trollies need to be clearly marked as clean and soiled linen	
19.22	The contractor shall implement and operate and integrated stock control system. As a minimum, the system shall monitor and record stock levels including stock losses.	Operate according to overall Linen Management protocols	
19.23	The contractor shall provide a weekly report to the hospital providing the following information: a) Linen usage for each ward and department		
19.24	**Segregation and collection of used linen from central storage areas**		
19.25	The contractor shall ensure all staff who regularly work with fouled and or infected linen shall receive health screening at least annually and are immunised.	Staff to be administered with a hepatis B injection at the cost of the Service Provider	
19.26	The contractor shall ensure a record of all screening and immunizations is kept and be available for inspection by the hospitals' representative upon request.	Record of all staff must be available for inspection	
19.27	All staff of contractor to be provided with uniforms and identification.	Need to comply with compulsory uniform and protective clothing and identification	
19.28	All staff of contractor to be provided with appropriate PPE (gloves, masks, hairnets, and aprons) daily.	Need to comply with compulsory uniform and protective clothing and identification	
19.29	The contractor shall ensure to dispose of PPE in the appropriate manner in compliance with the hospital protocols and regulations.	Need to comply with waste removal policy and procedure	
19.30	Monthly meetings with service provider chaired by contract administrator(s).	Monthly meetings	

EVALUATION OF BIDS

- This bid will be evaluated in the following phases;
  - Phase 1: Compliance with the bid requirements
  - Phase 2: Compliance with the bid specifications
  - Phase 3: Preferential procurement evaluation/Price

- **Phase 1: Compliance with the bid requirements**

  - This evaluation is based on compliance with the SCM requirements which include, among others registration on the Central Supplier Database, submission of bids on time, and submission of all required documents completed.
  - Bids that fail to meet the requirements will be disqualified from further evaluation at this stage.

- **Phase 2: Compliance with the bid specifications**

  - Bids that fail to meet the bid specification requirements will be disqualified from further evaluation at this stage.

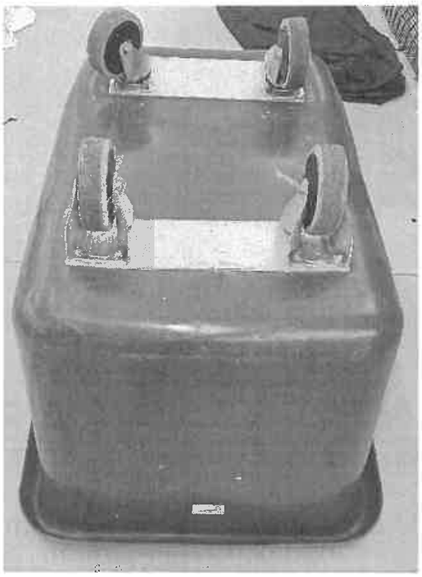
- **Phase 3: Preferential procurement evaluation/ Price**

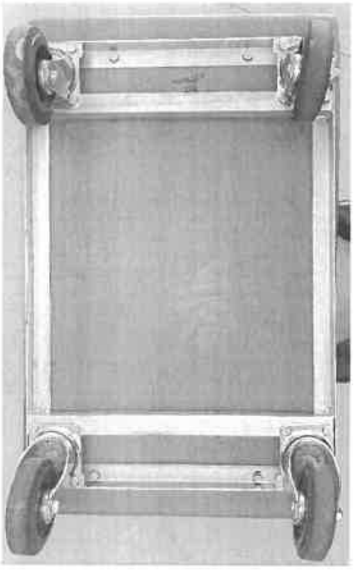
  - The 80:20 Points System shall be applicable to bids up to R50 000 000 or the 90:10 Points System to bids over R50 000 000. The lowest acceptable tender will be used to determine the preference point system.

ANNEXURE A

Castors size (125mm x 4 heavy duty polyurethane swivel plate) must not be attached directly to the trolley but should rather be attached to a non-removable frame that is attached to the trolley.

There must be a non-visible metal(bolt) on inside of the trolley. The bin volume must be 340 liters.





ANNEXURE B

Hook trollies to Tygerberg Hospital.

The trolley must be galvanized

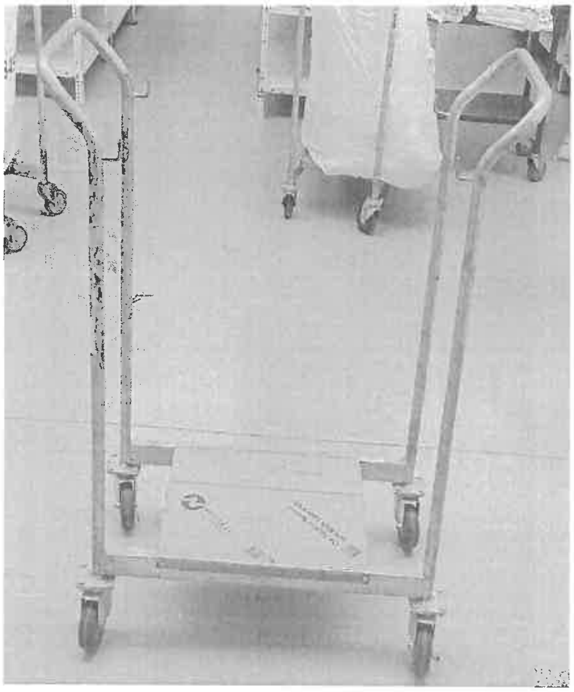
Rivets on baseplates

The handles should be at a 15° angle on both sides for more space and a comfortable push/handling.

1.1m (overall)

Height of trolley should be 820m from the top to the hook.

Baseplates to be added on wheels.



PRICING SCHEDULE – FIRM PRICES
(PURCHASES)

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

Name of bidder: ……………………………………………. **Bid Number: TBH 504/2026**

Closing Time: 11H00 **Closing date: 09 October 2026**

OFFER TO BE VALID FOR **90 DAYS** FROM THE CLOSING DATE OF BID.

Guidance in Completing the Pricing Schedule

- *Please complete the unit price cost of the item as well as the Annual cost (Qty X Unit cost). The cost should be VAT inclusive. The unit cost and the total shall be used for preferential procurement evaluation.*
- *The Department reserves the right to extend the contract at its discretion and should the Department elect to extend the contract, the price offered shall be binding.*

DESCRIPTION	MIN STAFF	QTY (HRS)	DAYS / MTH	HOURLY RATE (ZAR)	MONTHLY COST	MONTHLY (12)	ANNUAL COST
--- YEAR 1 FINANCIAL YEAR PROJECTIONS ---							
Minimum Staffing Levels During Core Hours (Mondays to Fridays - 06:00 to 18:00)							
20 x Linen Controllers (Male & Female) (12 hrs)	20	12	22	R	R	12	R
12 x Linen Assistants (Male & Female) (12 hrs)	12	12	22	R	R	12	R
2 x Supervisor Day Shift (12 hrs)	2	12	22	R	R	12	R
1 x Manager Day Shift (12 hrs)	1	12	22	R	R	12	R
Saturdays & Sundays (06:00 to 18:00)							
10 x Controllers (Male & Female) (12 hrs)	10	12	8	R	R	12	R
1 x Supervisor (12 hrs)	1	12	8	R	R	12	R

Minimum Night-Shift Staffing Requirements (Monday to Friday - 18:00 to 06:00 Night Shift)						
3 x Male Linen Controllers (12 hrs)	3	12	22	R	R	12	R
1 x Supervisor (12 hrs)	1	12	22	R	R	12	R
Saturdays & Sundays (18:00 – 06:00) Night Shift							
3 x Male Controllers Night Shift (12 hrs)	3	12	8	R	R	12	R
1 x Supervisor (12 hrs)	1	12	8	R	R	12	R
				TOTAL FOR YEAR 1	R		R
--- YEAR 2 FINANCIAL YEAR PROJECTIONS ---							
Minimum Staffing Levels During Core Hours (Mondays to Fridays - 06:00 to 18:00)							
20 x Linen Controllers (Male & Female) (12 hrs)	20	12	22	R	R	12	R
12 x Linen Assistants (Male & Female) (12 hrs)	12	12	22	R	R	12	R
2 x Supervisor Day Shift (12 hrs)	2	12	22	R	R	12	R
1 x Manager Day Shift (12 hrs)	1	12	22	R	R	12	R
Saturdays & Sundays (06:00 to 18:00)							
10 x Controllers (Male & Female) (12 hrs)	10	12	8	R	R	12	R
1 x Supervisor (12 hrs)	1	12	8	R	R	12	R
Minimum Night-Shift Staffing Requirements (Monday to Friday - 18:00 to 06:00 Night Shift)							
3 x Male Linen Controllers (12 hrs)	3	12	22	R	R	12	R
1 x Supervisor (12 hrs)	1	12	22	R	R	12	R
Saturdays & Sundays (18:00 – 06:00) Night Shift							
3 x Male Controllers Night Shift (12 hrs)	3	12	8	R	R	12	R
1 x Supervisor (12 hrs)	1	12	8	R	R	12	R

				TOTAL FOR YEAR 2	R		R
--- YEAR 3 FINANCIAL YEAR PROJECTIONS ---							
Minimum Staffing Levels During Core Hours (Mondays to Fridays - 06:00 to 18:00)							
20 x Linen Controllers (Male & Female) (12 hrs)	20	12	22	R	R	12	R
12 x Linen Assistants (Male & Female) (12 hrs)	12	12	22	R	R	12	R
2 x Supervisor Day Shift (12 hrs)	2	12	22	R	R	12	R
1 x Manager Day Shift (12 hrs)	1	12	22	R	R	12	R
Saturdays & Sundays (06:00 to 18:00)							
10 x Controllers (Male & Female) (12 hrs)	10	12	8	R	R	12	R
1 x Supervisor (12 hrs)	1	12	8	R	R	12	R
Minimum Night-Shift Staffing Requirements (Monday to Friday - 18:00 to 06:00 Night Shift)							
3 x Male Linen Controllers (12 hrs)	3	12	22	R	R	12	R
1 x Supervisor (12 hrs)	1	12	22	R	R	12	R
Saturdays & Sundays (18:00 – 06:00) Night Shift							
3 x Male Controllers Night Shift (12 hrs)	3	12	8	R	R	12	R
1 x Supervisor (12 hrs)	1	12	8	R	R	12	R
				TOTAL FOR YEAR 3	R		R
				GRAND TOTAL BID PRICE FOR 3 YEARS (INCLUDING VAT)			

Required by:	**DIVISION OF TYGERBERG HOSITAL**
- At	**<u>TYGERBERG HOSPITAL</u>** FRANCIE VAN ZIJL DRIVE PAROW CAPE TOWN 7500
- Brand and model	....
- Guarantee period	....
- Country of origin	....
- Does the offer comply with the specification(s)?	*YES / NO
- If not to specification, indicate deviation(s)	....
- Period required for delivery	.... *Delivery: Firm / not firm
- Delivery basis	....

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

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

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON-FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

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

Where:

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

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

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

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

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

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

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

PROVINCIAL GOVERNMENT WESTERN CAPE
DECLARATION OF INTERESTS, BIDDERS PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Practice Note 4 of 2006 Declaration of Bidders Past SCM Practices-(SDB8), Instruction note Enhancing Compliance Monitoring and Improving Transparency and Accountability in Supply Chain Management, Practice note 7 of 2009/10 - SBD 4 Declaration of Interest, Practice Note 2010 Prohibition of Restrictive practices SBD9, Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.

2. All prospective bidders intending to do business with the Institution must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WCSEB) if they wish to do business with the Western Cape Government (WCG)via the electronic Procurement Solution (ePS).

3. **Definitions**

"bid" means a bidder's response to an institution's invitation to participate in a procurement process which may include a bid, price quotation or proposal;

"Bid rigging (or collusive bidding)" occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and/or services through a bidding process. Bid rigging is, therefore, an agreement between competitors;

"business interest" means -

a) a right or entitlement to share in profits, revenue or assets of an entity;
b) a real or personal right in property;
c) a right to remuneration or any other private gain or benefit, or
d) includes any interest contemplated in paragraphs (a), (b) or (c) acquired through an intermediary and any potential interest in terms of any of those paragraphs;

"Consortium or Joint Venture" 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;

"Corruption"- General offences of corruption are defined in the Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004) as:
Any person who directly or indirectly-

(a) accepts or agrees or offers to accept an!' gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or
(b) gives or agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person., in order to act personally or by influencing another person so to act, in a manner—

(i) that amounts to the-
(aa) illegal. dishonest. unauthorised. incomplete. or biased: or

(bb) misuse or selling of information or material acquired in the course of the exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation:

(ii) that amounts to-
(aa) the abuse of a position of authority;
(bb) a breach of trust; or
(cc) the violation of a legal duty or a set of rules;
(iii) designed to achieve an unjustified result; or

(iv) that amounts to any other unauthorised or improper inducement to do or 45 not to do anything. of the, is guilty of the offence of corruption

"CSD" means the Central Supplier Database maintained by National Treasury;

"employee", in relation to –

(a) a department, means a person contemplated in section 8 of the Public Service Act, 1994 but excludes a person appointed in terms of section 12A of that Act; and

(b) a public entity, means a person employed by the public entity;

"entity" means any -
(a) association of persons, whether or not incorporated or registered in terms of any law, including a company, corporation, trust, partnership, close corporation, joint venture or consortium; or

(b) sole proprietorship;

"entity conducting business with the Institution" means an entity that contracts or applies or tenders for the sale, lease or supply of goods or services to the Province;
"Family member" means a person's –
(a) spouse; or

(b) child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption or some other legal arrangement (as the case may be);

"intermediary" means a person through whom an interest is acquired, and includes a representative or agent or any other person who has been granted authority to act on behalf of another person;

"**Institution**" means –
a provincial department or provincial public entity listed in Schedule 3C of the Act;

"**Provincial Government Western Cape (PGWC)**" means
(a) the Institution of the Western Cape, and

(b) a provincial public entity;

"RWOEE" means -
Remunerative Work Outside of the Employee's Employment

"**spouse**" means a person's -

(a) partner in marriage or civil union according to legislation;

(b) partner in a customary union according to indigenous law; or

(c) partner with whom he or she cohabits and who is publicly acknowledged by the person as his or her life partner or permanent companion.

4. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.
   a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either have:
   (i) resigned as an employee of the government institution or;
   (ii) cease conducting business with an organ of state or;
   (iii) resign as a director/shareholder/owner/member of an entity that conducts business with an organ of state.

5. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution

6. The bid of any bidder may be disregarded if that bidder or any of its directors abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.

7. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.

8. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to:
   a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
   b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

9. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.

10. 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.

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

31 May 2022

SECTION A: DETAILS OF THE ENTITY	
CSD Registration Number	*MAAA*
Name of the Entity	
Entity registration Number (where applicable)	
Entity Type	
Tax Reference Number	
Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons with a right or entitlement to share in profits, revenue or assets of the entity should be disclosed in the Table A below.	

TABLE A

FULL NAME	DESIGNATION *(Where a director is a shareholder, both shouldbe confirmed)*	IDENTITY NUMBER	PERSONAL TAX REFERENCE NO.	PERCENTAGE INTEREST IN THE ENTITY

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

31 May 2022

SECTION B: DECLARATION OF THE BIDDER'S INTEREST			
The supply chain management system of an institution must, irrespective of the procurement process followed, prohibit any award to an employee of the state, who either individually or as a director of a public or private company or a member of a close corporation, seek to conduct business with the WCG, unless such employee is in an official capacity a director of a company listed in Schedule 2 or 3 of the PFMA as prescribed by the Public Service Regulation 13 (c). *Furthermore, an employee employed by an organ of state conducting remunerative work outside of the employee's employment should first obtain the necessary approval by the delegated authority (RWOEE), failure to submit proof of such authority, where applicable, may result in disciplinary action.*			
B1.	Are any persons listed in Table A identified on the CSD as employees of an organ of state? ***(If yes, refer to Public Service Circular EIM 1/2016 to exercise the listed actions)***	NO	YES
B2.	Are any employees of the entity also employees of an organ of state? ***(If yes complete Table B and attach their approved "RWOEE")***	NO	YES
B3.	Are any family members of the persons listed in Table A employees of an organ of state? ***(If yes complete Table B)***	NO	YES

TABLE B

Details of persons (family members) connected to or employees of an organ of state should be disclosed in Table B below.

FULL NAME OF EMPLOYEE	IDENTITY NUMBER	DEPARTMENT/ ENTITY OF EMPLOYMENT	DESIGNATION/ RELATIONSHIP TO BIDDER**	INSTITUTION EMPLOYEE NO./ PERSAL NO. *(Indicate if not known)*

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

31 May 2022

SECTION C: PERFORMANCE MANAGEMENT AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES To enable the prospective bidder to provide evidence of past and current performance.			
C1.	Did the entity conduct business with an organ of state in the last twelve months? **(If yes complete Table C)**	NO	YES

C2. TABLE C

Complete the below table to the maximum of the last 5 contracts.

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT/ ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT

C3.	Is the entity or its principals listed on the National Database as companies or persons prohibitedfrom doing business with the public sector?	NO	YES	
C4.	Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in termsof section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)? *(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register forTender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445.)*	NO	YES	
C5.	If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?	NO	YES	N/A
C6.	Was the entity or persons listed in Table A convicted for fraud or corruption during the past fiveyears in a court of law (including a court outside the Republic of South Africa)?	NO	YES	
C7.	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	NO	YES	

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

This form must be signed by a duly authorised representative of the entity in the presence of a commissioner of oaths.

I, ...hereby swear/affirm;

i. that the information disclosed above is true and accurate;

ii. that I understand the content of the document;

iii. the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specificationsand conditions or delivery particulars of the products or services to the Institution.

iv. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the awarding of the contract.

....**DULY**

AUTHORISED REPRESENTATIVE'S SIGNATURE

I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down his/her answers in his/her presence:

1.1 Do you know and understand the contents of the declaration? ANSWER: ....

1.2 Do you have any objection to taking the prescribed oath? ANSWER: ....

1.3 Do you consider the prescribed oath to be binding on your conscience? ANSWER:.........................

1.4 Do you want to make an affirmation? ANSWER: ....

2. I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed and the deponent's signature/thumbprint/mark was place thereon in my presence.

....

..... SIGNATURE FULL NAMES Commissioner of Oaths

Designation (rank) .... ex officio: Republic of South Africa

Date:..   Place ....

Business Address:
....

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

31 May 202

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND IN TERMS OF THE WESTERN CAPE GOVERNMENTS INTERIM STRATEGY AS IT RELATES TO PREFERENCE POINTS

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS (TENDERERS) MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER, PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND THE CODES OF GOOD PRACTICE

---

1. DEFINITIONS

1.1 **"acceptable tender"** means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.

1.2 **"affidavit"** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, and this serves as evidence to its veracity and is required for court proceedings.

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

1.4 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

1.5 **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

1.6 **"bid"** means a written offer on the official bid documents or invitation of price quotations and "tender" is the act of bidding /tendering;

1.7 **"Code of Good Practice"** means the generic codes or the sector codes as the case may be;

1.8 **"consortium or joint venture"** 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;

1.9 **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

1.10 **"EME"** is an Exempted Micro Enterprise with an annual total revenue of R10 million or less.

1.11 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

1.12 **"Large Enterprise"** is any enterprise with an annual total revenue above R50 million;

1.13 **"non-firm prices"** means all prices other than "firm" prices;

1.14 **"person"** includes a juristic person;

1.15 **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

1.16 **"proof of B-BBEE status level contributor"** means-

(a) The B-BBEE status level certificate issued by an authorized body or person;
(b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
(c) Any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.

1.17 **QSE** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;

1.18 **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

1.19 **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.

1.20 **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide or services through price quotations, competitive tendering process or any other method envisaged in legislation;

1.21 **"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;

1.22 **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);

1.23 **"the Regulations"** means the Preferential Procurement Regulations, 2022;

1.24 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 11 October 2013;

1.25 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

1.26 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2. GENERAL CONDITIONS

2.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

2.2 Preference point system for this bid:

(a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the...................preference point system shall be applicable; or
(b) Either the 80/20 or 90/10 preference point system will be applicable to this tender

(delete whichever is not applicable for this tender).

2.3 Preference points for this bid (even in the case of a tender for income-generating contracts) shall be awarded for:
(a) Price; and
(b) B-BBEE Status Level of Contribution.

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

	POINTS
PRICE	**80/90**
B-BBEE STATUS LEVEL OF CONTRIBUTOR	**20/10**
Total points for Price and B-BBEE must not exceed	**100**

2.5 Failure on the part of a bidder to fill in, sign this form and submit in the circumstances prescribed in the Codes of Good Practice either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS) or an affidavit confirming annual total revenue and level of black ownership together with the bid or an affidavit issued by Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

3. ADJUDICATION USING A POINT SYSTEM

3.1 Subject to Section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, **the bidder obtaining the highest number of total points will be awarded the contract.**

3.2 A tenderer must submit proof of its B-BBEE status level of contributor in order to claim points for B-BBEE.

3.3 A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE will not be disqualified but will only score:

(a) points out of 80 for price; and
(b) 0 points out of 20 for B-BBEE

3.4 Points scored must be rounded off to the nearest 2 decimal places.

3.5 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.6 As per section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the contract may be awarded to a bidder other than the one scoring the highest number of total points based on objective criteria in addition to those contemplated in paragraph (d) and (e) of the Act that justifies the award to another tenderer provided that it has been stipulated upfront in the tendering conditions.

3.7 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4.1 **POINTS AWARDED FOR PRICE**

4.1.1 **THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM**

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

80/20 **or** **90/10**

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

Where:
Ps = Points scored for price of bid under consideration
Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

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

5.1 POINTS AWARDED FOR PRICE

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

80/20 or **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \qquad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

or

Where
Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

6. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

6.1 In terms of WCG interim strategy, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

6.2 An **EME** must submit a valid, originally certified affidavit confirming annual turnover and level of black ownership or an affidavit issued by Companies Intellectual Property Commission

6.3 A **QSE that is less than 51% (50% or less) black owned** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.

6.4 A **QSE that is at least 51% black owned (51% or higher)** must submit a valid, originally certified affidavit confirming turnover and level of black ownership as well as declare its empowering status or an affidavit issued by Companies Intellectual Property Commission.

6.5 A **large enterprise** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.

6.6 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

6.7 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate for every separate tender.

6.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

7. BID DECLARATION

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

8. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 5

8.1 B-BBEE Status Level of Contribution ……………………= ……………………… **(maximum of 20 points)**

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the tender.

9. SUB-CONTRACTING

9.1 Will any portion of the contract be sub-contracted? **YES / NO (delete which is not applicable)**

9.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted? ……………………………………%

(ii) the name of the sub-contractor? ……………………………………………………………

(iii) the B-BBEE status level of the sub-contractor? ……………..

(iv) whether the sub-contractor is an EME or QSE? **YES / NO** (delete which is not applicable)

9.1.2 Sub-contracting relates to a particular contract and if sub-contracting is applicable, the bidder to state in their response to a particular RFQ that a portion of that contract will be sub-contracted.

10.DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/ entity: ....

10.2 VAT registration number: ....

10.3 Company Registration number:..

10.4 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

[SELECT APPLICABLE ONE]

10.5 **I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 above, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:**

(a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.

(b) As set out in Section 13O of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:
  - **(i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;**
  - **(ii) provides false information or misrepresents information to a B-BBEE Verification Professional in order to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act;**
  - **(iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or**
  - **(iv) engages in a fronting practice.**

(c) If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 9.1 (a) above will be reported to an appropriate law enforcement agency for investigation.

(d) Any person convicted of an offence by a court is liable in the case of contravention of 9.4 (b) to a fine or to imprisonment for a period not exceeding 10 years or to both a fine and such imprisonment or, if the convicted person is not a natural person to a fine not exceeding 10% of its annual turnover.

(e) The purchaser may, if it becomes aware that a bidder may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury's List of Restricted Suppliers. The bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, may 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.

(f) The purchaser may, in addition to any other remedy it may have –
   (i) disqualify the person from the bidding process;
   (j) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
   (ii) 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; and
   (iii) forward the matter for criminal prosecution.

(g) The information furnished is true and correct.

(h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

SIGNATURE(S) OF THE BIDDER(S): ……………………………………………………………………

DATE: ………………………………………………………………………………………………

ADDRESS: …………………………………………………………………………………………

……

WITNESSES:

1. ………………………………………

2. ………………………………………

SWORN AFFIDAVIT – B-BBEE/QUALIFYING SMALL ENTERPRISE

1 I, the undersigned

Full name and surname	
Identity number	

2: Hereby declare under oath as follows:
(i) The contents of this statement are to the best of my knowledge a true reflection of the facts.
(ii) I am a member/director/owner of the following enterprise and am duly authorized to act on its behalf:

Enterprise name	
Trading name	
Registration number	
Enterprise address	

3. I hereby declare under oath that:

- The enterprise is ________________ % Black owned;
- The enterprise is ________________ % Black woman owned;
- Based on management accounts and other information available for the ________________ financial year, the income did not exceed R50 000, 000.00 (fifty million Rands)
- The entity is an Empowering Supplier in terms of Clause 3.3 (a) or (b) or (c) or (d) r I as amended (select one) __________ of **the dti** Codes of Good Practice.
- Please confirm in the table below the B-BBEE contributor **by ticking the applicable box.**

100% Black owned		**Level One** (135% B-BBEE procurement recognition)	
More than 51% Black owned		**Level Two** (125% B-BBEE procurement recognition)	
a) At least 25% of cost of sales (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; For the service industry, include labour costs capped at 15%.		b) At least 50% of jobs created are for Black people, provided that the number of Black employees in the B-BBEE measurement verified immediately before is maintained.	
c) At least 25% transformation of raw material/beneficiation, which includes local manufacturing, production and/or assembly, and/or packaging.		d) At least 12 days per annum of productivity deployed in assisting QSE end EME beneficiaries to increase their operational or financial capacity.	
e) At least 85% of labour costs should be paid to South African employees by service industry entities.			

4. I know and understand the content of this affidavit, I have no objection to taking the prescribed oath, I consider the oath binding on my conscience and not on the owners of the enterprise which I represent in this matter.

5.The sworn affidavit will be valid for a period of 12 months from the date of signature by the commissioner.

Deponent signature: ______________________________

Date: ______________________________

____

Commissioner of Oaths signature & stamp

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

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.

1.17 "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.

1.3 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 (17) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

17. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling 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 wilful 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.