



YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS FOR WESTERN CAPE GOVERNMENT HEALTH

BID NUMBER: **WCGHSC0344/2022**

CLOSING DATE: **FRIDAY, 31 MARCH 2023**

CLOSING TIME: **11:00**

FOR THE PROVISION OF LAUNDRY SERVICES AT VREDENBURG HOSPITAL UNDER CONTROL OF WESTERN CAPE GOVERNMENT HEALTH FOR A 5-YEAR PERIOD

Please submit your bid on the official, **not re-typed** forms. Only original, signed documents will be considered. Failure to complete and sign bidding documents, certificates, questionnaires and specification forms may invalidate the bid. Please ensure that all pages are initialled. **The date stamp on each page is for official use and not for completion by bidders.**

Each bid must be deposited in a **sealed envelope** with the **name and address of the bidder, the bid number and closing date**. These conditions also apply to **a bid sent by courier** that is delivered in a courier pouch and is either signed off by the responsible official or deposited in the bid box by the courier's representative. The envelope shall not contain documents related to any bid other than that indicated on the envelope.

Bid documents must be deposited in the **bid box marked DEPARTMENT OF HEALTH, Main entrance of Department of Health, Supply Chain Management Offices (M9 building) on premises of Karl Bremer Hospital, c/o Mike Pienaar Boulevard & Frans Conradie Avenue, Bellville. Open Mondays to Fridays from 7 am to 5 pm (excluding public holidays)**. If you are uncertain about the location of the bid box, please call the responsible official, Mrs Shameez Halifax at (021) 834 9008 for assistance during office hours.

Please ensure that bids are delivered **to the correct address before bid closing**. **Late bids** will not be accepted for consideration and, where possible, will be **returned unopened** to the bidder accompanied by an explanatory letter. **No bidders' names or prices will be read out** after closing time when the bid box is opened, and bids are removed by Sourcing officials.

All bidders must be registered on the Central Supplier Database (CSD) at the time of bid closing. **Bidders already registered on the CSD** must have **confirmation of their registration AND ensure that their status is up to date** prior to bidding by contacting www.csd.gov.za.

Unregistered bidders or bidders with suspended registration will be deemed non-compliant and their bids will not be considered. Any prospective unregistered bidder must register as a supplier on the CSD prior to bidding.

Central Supplier Database self-registration only: www.csd.gov.za

Contact email: SCM.eProcurementDOH@westerncape.gov.za

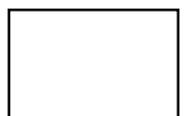
Where a bidder's tax compliance status cannot be verified or if a bidder's tax status is non-compliant on the CSD, the bidder will be afforded 7 working days to confirm tax compliance for the bid to be considered.

The B-BBEE status **on form WCBD 6.1 in your bid document** will be used to evaluate the bid, **not your B-BBEE status on the SEB or CSD**. Please complete your claims for **both the 80/20 and 90/10 preference points systems** in the WCBD6.1, as well as the attached **form WCBD4**. All other mandatory documents held on the CSD will be accepted by the Department of Health (WCGH) for consideration of formal bids.

This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.

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

*For Bidder Please initial each
Page as proof of acceptance of
The conditions of this bid:*



Please refer all technical/specification enquiries to **Mr Arthur Jantjies** at telephone no. (021) 918 1299 or email Arthur.Jantjies@westerncape.gov.za.



for **HEAD OF DEPARTMENT**

DATE: 15/02/2023

WESTERN CAPE GOVERNMENT HEALTH	
GOODS & SERVICES SOURCING	
BID OPENED @ 11:00	
FRIDAY 31 MARCH 2023	
1).....	2)
SIGNED	SIGNED

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**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:	WCGHSC0344/2022	CLOSING DATE:	31 MARCH 2023	CLOSING TIME:	11:00
DESCRIPTION	PROVISION OF LAUNDRY SERVICES FOR VREDENBURG HOSPITAL, DEPARTMENT OF HEALTH, WESTERN CAPE GOVERNMENT FOR A FIVE (5) YEAR PERIOD.				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

Main entrance of Department of Health, Supply Chain Management Offices (M9 building) on premises of Karl Bremer Hospital, c/o Mike Pienaar Boulevard & Frans Conradie Avenue, Bellville. Open Mondays to Fridays from 7 am to 5 pm (excluding public holidays).

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Shameez Halifax	CONTACT PERSON	Arthur Jantjies
TELEPHONE NUMBER	021 834 9008	TELEPHONE NUMBER	(021) 918 1299
FACSIMILE NUMBER	n/a	FACSIMILE NUMBER	
E-MAIL ADDRESS	Shameez.Halifax@westerncape.gov.za	E-MAIL ADDRESS	Arthur.Jantjies@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	WCSD REGISTRATION NO.		AND	CSD No:	MAAA

For Bidder Please initial each Page as proof of acceptance of The conditions of this bid:



B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACREDITATION SYSTEM (SANAS)	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED 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? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.2 BELOW.	

For Bidder Please initial each Page as proof of acceptance of The conditions of this bid:

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCBD 7.2).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA
2.3	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE WITH A RESULT SUMMARY PAGE (DOWNLOADED FROM EFILING) TOGETHER WITH THE BID.
2.4	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.5	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.

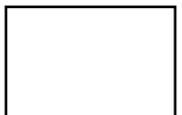
NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

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

DATE:

For Bidder Please initial each Page as proof of acceptance of The conditions of this bid:



NOTICE TO ALL BIDDERS

COMPULSORY SITE MEETINGS & SITE VISITS WILL BE HELD

Bidders are invited to submit a bid for the provision of laundry service for Vredenburg Provincial Hospital.
The contract period will be for five (5) years.

Compulsory site meeting to take place on **FRIDAY 24 MARCH 2023**

See details below and it is required that bidders attend the site meeting.

BIDDERS NOT ATTENDING TO SITE MEETING AND VISIT WILL NOT BE CONSIDERED.

PLEASE KEEP STRICTLY TO TIME OF SITE MEETING AS LATE BIDDERS WILL NOT BE ALLOWED TO CONTINUE WITH THE SITE MEETING AND VISIT. Bidders must ensure that they are at the meeting venue at **least fifteen (15) minutes before the starting time of the meeting. Doors will be closed at the starting time of the site meeting.**

IMPORTANT NOTE: PLEASE KEEP STRICTLY TO TIME OF MEETING AS LATE BIDDERS WILL NOT BE ALLOWED TO CONTINUE WITH THE SITE VISIT.

Date: 24 MARCH 2023

Time: 11:00 AM

Place: Vredenburg Provincial Hospital (Voortrekker Road, Meeting Room 2, Vredenburg)

THE COMPLETION OF THE ATTENDANCE REGISTER WILL CONSTITUTE PROOF OF ATTENDANCE.

NB: FAILURE TO ATTEND THE COMPULSARY SITE VISIT WILL INVALIDATE YOUR OFFER.

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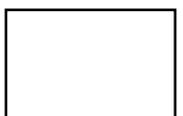
WCGHSC0344/2022: THE RENDERING OF A COMPREHENSIVE LAUNDRY SERVICE TO VREDENBURG PROVINCIAL HOSPITAL UNDER THE WESTERN CAPE DEPARTMENT OF HEALTH FOR A FIVE-YEAR PERIOD

DEFINITIONS

For the purposes of the Description, Implications, Bid Conditions, General Conditions of Contract (GCC), Specifications, Annexures and Appendices, the following definition of words apply as inter alia assigned in the Accounting Officer System.

Contract:	Comprises the full documentation attached hereto, which will form the basis of the contract that results from the acceptance of a bid.
Foreign linen:	Linen which is the property of other private organisations, for example, other private hospital or concerns, including linen, which although it is the property of the department or other departmental institutions, it can be proven that it was not send by the respective contracted hospital to the Successful Bidder for processing.
Department Liaison Officer:	The official appointed in writing by the hospital management to liaise with the Contract Project Officer.
Galling/gall-marking:	Yellow discolouration of fabric caused when alkaline is allowed to dry into the fabric.
Hospital:	Vredenburg Provincial Hospital as represented by its management, and which is under the jurisdiction of the Western Cape Department of Health.
Hospital infection control:	The infection control advisory service provided by the hospital.
Hospital Management:	The Chief Executive Officer or Chief Operational Officer or other official appointed in writing to act on behalf of management of the hospital.
Laundry Guidelines:	A guideline of linen types, quantities and quality to be processed by the Successful Bidder which serves as a guideline for bid and evaluation purposes only (upon which bid prices must be based).
Laundry Service Staff:	Any laundry service staff provided by the Successful Bidder.
Laundry Specifications:	The schedule of linen to be processed, quantities and quality to be supplied by the Successful Bidder to the hospital, which must be fully adhered to, and which is to be paid for by the Department.
<u>Linen Service Invoice:</u>	The concept invoice format as depicted in Annexure B which forms the basis of all accounting in respect of monies payable by the Department for laundry services rendered by the Successful Bidder to the hospital.

For Bidder Please initial each Page as proof of acceptance of The conditions of this bid:

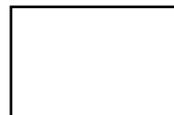


DEFINITIONS

<u>Management Staff:</u>	Any management staff provided by the Successful Bidder.
<u>Off-Site facility</u>	Contractor's private laundry facility/business.
<u>On-Site facility</u>	Departmental facility/hospital.
<u>Parties:</u>	The Department and the Successful Bidder and each individually shall be referred to as a "Party".
<u>Rewashes:</u>	Clean linen delivered to the hospital, but which fails to meet the required standard for finished pieces and must return to the Successful Bidder for reprocessing.
<u>Standard Operational Procedures:</u>	The procedures as described in the South African National Standards (SANS) Code of Practice no: 10146 of 2010.
<u>State, Administration, Department:</u>	The Republic of South Africa and/or WCDH according to the context of the sentence in which it appears.
<u>Successful Bidders:</u>	Contractors with the infrastructure and technical ability to successfully undertake large scale laundering duties.
<u>The Launderer, Bidder/Contractor:</u>	In the case of bids received, the bidder and in the case of the concluded contract, the contractor which undertakes in terms hereof, to provide- the required laundry service.
<u>Vehicle:</u>	The transport vehicle of the Successful Bidder which is used to transport the linen in terms of this contract.
<u>Western Cape Government Health:</u>	The WCGH under which the institution falls, and who called for the bid for the laundry service, required in terms hereof.

Words and expressions defined in any paragraph shall, for the purpose of that paragraph, bear the meaning assigned to such words and expressions in that paragraph.

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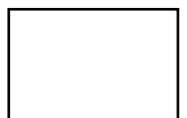


WCGHSC0344/2022: THE RENDERING OF A COMPREHENSIVE LAUNDRY SERVICE TO VREDENBURG PROVINCIAL HOSPITAL UNDER THE WESTERN CAPE DEPARTMENT OF HEALTH FOR A FIVE-YEAR PERIOD

PREAMBLE

1. Laundry services to Health institutions are always very contentious issues as a result of the great need for stringent control to ensure the prevention of cross infection and distribution of infectious diseases. On the other hand, the Western Cape Government Health (WCGH), like any other State Department, also has the social responsibility to promote the Preferential Procurement Regulations laid down by the Government in various policy documents.
2. The WCGH, on behalf of VREDENBURG PROVINCIAL HOSPITAL, hereby invites bids from reputable and recognised laundering concerns for the transport and processing of linen at the Successful Bidders own premises. The basis of the proposed contract is that the Successful Bidder collects soiled linen from the hospital, processes it at his own premises and returns the linen to the hospital. Included in this service is the sorting, classification, counting and listing of the soiled linen per ward or department, as well as the classification and counting of clean linen when delivered at the respective hospital, mending of linen, the sluicing of fouled linen, a 24-hour turn-around time, seven (7) days a week. The Successful Bidder must provide his own numbered laundry bags in a good condition and will be responsible for the cleaning, replacement and maintenance of these bags at no cost to the department and the performance of laundry tests as requested in this document. **NB** The bidder must also make provision for sufficient laundry bags to distribute linen to and from the wards. It also includes the assistance of laundry staff from the Successful Bidder's side to the hospital and, the cleaning and disinfecting of the laundry vehicle. The Successful Bidder will charge a fixed price per piece of linen for the above service. The seamstress will be based on-site at the hospital and the service provider will be responsible for the provisioning of all mending equipment, etc. Industrial sewing machine correct and coulure threads. The account for the seamstress is for the service provider.
3. Bidders are requested to bid a price per piece for the processing of linen, inclusive of overhead costs and Vat.
4. The Department has a social responsibility to promote the preferential procurement policy laid down by Government and provision for preferences to bidders in this regard is provided in the bid documents.
5. This bid will be evaluated on the Bidder's proven ability to provide the service i.e. infrastructure, technical and operational capacity as well as the 90/10 Preference Procurement Points System as provided for in the bid documents. (Refer to the attached form WCBD 6.1)
6. The bid will be awarded subject to the inspection of the premises by duly authorised representatives of the Department.
7. The service for the respective hospital will be separated and the term of the contract will be for five (5) years.

*For Bidder Please initial each
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8.	All perspective bidders' laundry operational plant and office must be within the boundaries of the Saldanha Bay Sub District.
9.	All prospective bidders must visit the hospital to acquaint themselves with the laundry service requirements and the hospital layout.
NOTE: Because of the geographical layout of the hospital complexes the Successful Bidder must collect the soiled linen and deliver the clean linen to the individual wards where applicable.	

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WCGHSC0344/2022: THE RENDERING OF A COMPREHENSIVE LAUNDRY SERVICE TO VREDENBURG PROVINCIAL HOSPITAL UNDER THE WESTERN CAPE DEPARTMENT OF HEALTH FOR A FIVE-YEAR PERIOD

Par.

Section 1: SCOPE

1.1 OVERVIEW OF SERVICE:

1.1.1 Bids to be submitted for the establishment and operation of a comprehensive laundry service for:

Vredenburg Provincial Hospital

1.1.2 The Bidders must consult with the Hospital Representative regarding the laundry requirements of the hospital to determine the specific laundry needs.

1.1.3 The laundering service is to be a total integrated service, managed and staffed by the Successful Bidder on a 7-days per week basis with 24 hours turn-around time, that includes the following: -

1.1.3.1 to collect soiled linen from the hospital on a 24-hour turn-around time, seven (7) days a week, the sorting and counting and listing of the soiled linen as well as the processing and return of clean linen to the hospital;

1.1.3.2 to provide an off-site laundering service 7-days per week with a 24-hour turn-around time;

1.1.3.3 to provide an onsite linen repair service. The service should include the repair of all damage linen regardless of where the damage was sustained, within a 24-hour turnaround time;

1.1.3.4 to provide its own numbered laundry bags and the cleaning, replacement and maintenance of these bags at no cost to the department,

1.1.3.5 to clean and disinfect the laundry vehicle, before loading of clean linen, and

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Par.	Section 1: SCOPE
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1.1 OVERVIEW OF SERVICE (continued):

1.1.3.6 to ensure that the Successful Bidder shall at own costs warrant that the following tests are carried out at the off-site facility. These tests must be conducted in the presence of the Department Liaison Officer of Vredenburg Provincial Hospital and the results must be submitted within one month to the rep of the institution: -

Quality Aspect	Nature of test	Frequency of testing	Responsibility
Stain removal	EMPA (definition) test pieces	Six monthly	Successful Bidder
Hygiene	Microbiological test pieces	Six monthly	Successful Bidder
Whiteness Maintenance	Reflectometer readings on random linen pieces of the same classification taken in the laundry	Six monthly	Successful Bidder
Fabric damage	Physical observation and assessment	Daily	Successful Bidder
Creasing	Physical observation and assessment	Daily	Successful Bidder
Folding and general Presentation	Physical observation and assessment	Daily	Successful Bidder

Please note: EMPA test pieces are standard stained test pieces used to ensure staining is being removed without causing excessive damage to textiles.

An Electronic laundry management tagging system will be implemented at all hospitals that form part of this bid and the successful bidder will be responsible for managing the system and any consumables and equipment that is linked to the system. The tagging machine and consumables will be the property of the bidder. The bidder will also be responsible for the maintenance of tagging machines. The tagging systems must be upgradable with the latest software. The data will become the property of the Department after the 5-year period. Future details to be provided at site meeting.

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Par.	Section 2A: FINANCIAL SUMMARY
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WCBD 3.2

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

Name of bidder.....	Bid number: WCGHSC344/2022
Closing Time 11:00 am	Closing date:

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

Bid prices shall be quoted as follows in SA currency, inclusive of VAT:

1. **Fixed price per piece** for the processing of linen, **inclusive of overhead costs**.
2. The bid price shall be firm for each year of the contract (Also refer to WCBD 3.2/2 - Definition of pricing structures).

Note: Bids will be adjudicated in terms of a flat rate per piece for the processing of linen inclusive of overhead costs.

Item No.	Estimated monthly quantity/ pieces	Laundry service	All-inclusive bid price per piece per month, including VAT				
1.	Processing of pieces, inclusive of overhead costs		Year 1	Year 2	Year 3	Year 4	Year 5
1.1	22 000	Vredenburg Provincial Hospital	R	R	R	R	R

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IMPORTANT: THE QUESTIONNAIRE HEREUNDER MUST BE COMPLETED IN FULL BY REPLYING TO EACH AND EVERY QUESTION.

A. Does the offer comply with specifications? Please circle your option. YES/NO

B. If not to specification, please indicate deviation(s). If the space provided is insufficient, please provide full details on a separate sheet against each question. _____

C. Are you registered in terms of sections 23 (1) or 23 (3) of the Value Added Tax Act, 1991 (Act no 89 of 1991)? Please circle your option. YES/NO

D. If so, state VAT registration number. _____

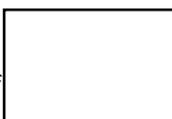
E. Details of normal business operations. _____

F. Details of previous experience and contracts for this type of services provided to the State. _____

G. Details of current contracts for this type of services. _____

H. Is/are the price(s) firm for the duration of the contract? Please circle your option. YES/NO

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Definition of pricing structures

For the purpose of this bid the following explanations are provided:

1. Firm prices

Firm prices mean prices which are only subject to adjustments in accordance with the actual increase or decrease resulting from the changes, imposition, or abolition of customs or excise duty and any other duty, levy, or tax which, in terms of a law or regulation is binding upon the contractor and demonstrably have an influence on the prices of any supplies, for the execution of the contract.

The following pricing structure will also be considered as firm prices:

Firm prices linked to fixed period adjustments, i.e. five tier prices (Firm 1st, firm 2nd, 3rd, 4th and 5th year prices), only subject to the variables indicated in the above paragraph.

Kindly note that the cost of labour does not fall within the parameter of the above paragraph.

The increased cost of labour must therefore be projected into the 2nd, 3rd, 4th and 5th year pricing as no increase will be granted in this regard during the contract period.

Note: Any advantage due to a more profitable exchange rate, must be passed on to the province.

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Par.

Section 2B: BID SPECIFICATIONS

2.1 QUANTITIES:

2.1.1 The quantities of linen indicated on the pricing schedule (WCBD3.1) represents the approximate monthly requirements for the hospital indicated in the bid documents and no guarantee can be given in regard to actual usage. The quantities may vary considerably from week to week and the Department will not be responsible for any claim in respect of the hospital not having the estimated quantity for processing for any week.

2.2 CLOSURE OF WARDS:

2.2.1 Due to the stringent financial measures being imposed on the WCGH no guarantee as to the continued function of a ward or department can be given or to the downscaling in the number of beds at the hospital.

2.3 COLLECTIONS AND DELIVERIES:

2.3.1 The linen pieces to be processed must be collected and delivered to the hospital on a 24-hour turn around basis (Monday to Sunday as well as Public Holidays). The time of collection and delivery will be no later than 11:00 am (Monday to Sunday as well as Public Holidays) to the hospital. The linen pieces requiring processing will be bagged and labelled per ward or hospital and entered on a consignment note prior to collection.

2.3.2 If the Successful Bidder fails, or will or is likely to fail to make any collection or delivery within the agreed upon time period for whatsoever reason, the Successful Bidder shall contact the Departmental Liaison Officer or if the Departmental Liaison Officer cannot be contacted, the Successful Bidder can contact the Hospital Chief Executive Officer to explain:

2.3.2.1 the cause of the delay (limited to 2 hours); and

2.3.2.2 when the delayed delivery or collection will take place.

2.3.3 A record will be maintained by both the Departmental Liaison Officer and the Successful Bidder of all such non-compliant deliveries and collections

2.3.4 Any additional deliveries or collections that are necessary as a result of the Successful Bidder's failure to adhere to the agreed upon time period or as a result of a failure by the Successful Bidder to return any linen pieces in accordance with the turnaround time, or as a result of any breach by the Successful Bidder of the contract, will be free of charge and at the sole expense of the Successful Bidder.

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2.3 COLLECTIONS AND DELIVERIES (continued):

2.3.5 The Successful Bidder must supply its own laundry bags as referred to the scope in the contract. If the Successful Bidder fails to supply laundry bags, the hospital will purchase or procure additional laundry bags for the account of the Successful Bidder. The total cost of the laundry bags will be deducted from the invoice of the Successful Bidder in the month the laundry bags were procured by the hospital. The Departmental Liaison Officer must inform the Successful Bidder in advance of the laundry bags shortage in writing.

2.4 ACCESS FOR DELIVERY AND COLLECTION:

2.4.1 The collection and delivery times of linen shall be from Monday to Sunday from 11:00am. If emergency collections or deliveries are requested, there shall be reasonable access to the appropriate loading or unloading area at the relevant unit, which will be arranged by the hospital in order to avoid any unnecessary delays.

2.5 TRANSPORT VEHICLES:

2.5.1 The vehicle of the Successful Bidder must be at least a 6-ton truck that is well sealed and large enough to collect and deliver linen within a reasonable time frame for that particular day. The bidder must provide a back-up vehicle should there be any break downs or trucks go in for servicing. The collection and delivery must not compromise the 24-hour turnaround period for soiled linen processing and the vehicle's loading platform must be totally enclosed without any leakages, secure and lockable.

2.5.2 The Successful Bidder's vehicles is to be secured prior to leaving the premises of the Successful Bidder or the hospital by locking the vehicle with a high security padlock and or an appropriate seal is to be fastened in place with the lock shank as well.

2.5.3 The vehicle of the Successful Bidder conveying the clean linen from its premises to the linen bank of the hospital must be disinfected and sanitised to standards acceptable to hospital infection control before each delivery is made. Proof in the form of a register must be provided to Departmental Liaison Officer of the hospital within 24 hours when it is requested. If proof is not provided the payment can be withheld for that specific month.

2.5.4 The Successful Bidder are not allowed to transport mixtures of soiled and clean linen simultaneously.

2.5.5 The cost relating to the loss of linen due to the negligence of the Successful Bidder or its employees, caused by various reasons, including the carelessness of the vehicle used or failure to lock the vehicle will be borne by the Successful Bidder.

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2.5 TRANSPORT VEHICLES (continued):

- 2.5.6 The Successful Bidder shall ensure that all vehicles are maintained and serviced regularly and professionally (proof can be requested by the Department Liaison Officer).
- 2.5.7 The Departmental Liaison Officer, officials responsible for hospital infection control and the Departmental Technical Officer shall be entitled at any reasonable time to perform spot checks on any vehicle of the Successful Bidder to establish whether the Successful Bidder is complying with its obligations in terms of the contract.

2.6 OFF SITE LAUNDRY MANAGER:

- 2.6.1 The bidder must supply the curriculum vitae of the Laundry Manager, who is qualified and experienced in Laundry Management or Production Management and will manage the production plant off-site 24 hours a day/ 7 days a week for the duration of the contract. The Laundry Manager must be appointed with the commencement of the contract and must be available on short notice. A qualified reliever contract manager must be providing should the contract manager not be available or off sick or on leave. The qualification of the reliever must also be provided.
- 2.6.2 The bidder must include the certified copy of the qualification of the Laundry Manager and Laundry Manager reliver.

2.7 ON-SITE STAFF COMPLEMENT, SERVICE TIME ROSTER AND STANDARDS:

- 2.7.1 The successful bidder shall employ on his own conditions of service, all laundry service staff required for the contract.
- 2.7.2 The Successful Bidder will be required to provide a staff member on the hospital premises to verify the outgoing soiled linen and incoming clean linen with a representative of the facility from Monday till Sunday (between 07h00am to 16h00pm) or as mutually agreed upon at no extra cost to the department. Also include an additional staff member that will be responsible for daily sluicing of soiled linen and good maintenance of the laundry equipment at the hospital premises.
- 2.7.3 The Successful Bidder will ensure that the on-site staff compliment and service time standards will be maintained for key activities surrounding the laundering service processes. If any of the staff is absent for any reason, the Successful Bidder/ Laundry Manager must provide a suitable replacement at no extra cost to the Department.
- 2.7.4 Where it is necessary to adjust the time roster or the daily schedule of activities of any of the on-site staff compliment this may only be done with the mutual consent of both Parties. Such arrangements, if permanent, must be done in writing.
- 2.7.5 It is compulsory that on-site staff wear their identification badges, appropriate uniforms and personal protective equipment (PPE's) when on duty. It is the successful bidder's

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responsibility to provide the PPE's. The PPE's will include the following: Safety shoes, gumboots, gloves, aprons, overall, shield mask and theatre cap.

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2.8 LOSS AND DAMAGE:

- 2.8.1 The Successful Bidder will be responsible at all times for any loss or damage (excluding fair wear and tear), to linen in his possession and undertakes to replace same in the event of linen in his possession being damaged, destroyed, lost or stolen notwithstanding the cause of such damage, destruction or loss. Loss or damage by the Successful Bidder must be replaced by not later than the end of the month following that during which the item was damaged or lost.
- 2.8.2 The Successful Bidder shall at all times attempt to return all linen pieces included in any consignment within the agreed time period. Any consignment that is not 100% complete must be completed within 12 hours of the first delivery. These linen pieces, which are returned will be sent separately to the relevant users and will include a list, which will set out the linen pieces concerned. No invoice will be issued in respect of any consignment until all the linen pieces are returned in full or until such linen pieces are declared to be lost.
- 2.8.3 On the last day of a month after the commencement of the Contract, the Departmental Liaison Officer together with the on-site supervisor of the Successful Bidder will do a reconciliation of all delivery and collection documents in respect of linen at the hospital. Any linen piece that should have been returned to the hospital by the Successful Bidder by the time of such reconciliation, but has not been returned, shall be deemed to be lost by the Successful Bidder. The Successful Bidder shall be responsible for the cost of this linen piece. The value of the exact linen piece will be deducted from the invoice of that specific month.
- 2.8.4 The successful bidder must inform the Hospital of any damage to linen caused by the bidder's equipment.

2.9 PROCESSING REQUIREMENTS:

- 2.9.1 All linen pieces shall be thoroughly washed, rinsed and finished by a process which:
 - 2.9.1.1 leaves such linen pieces hygienically clean and fresh and in accordance with accepted hospital laundry practice,
 - 2.9.1.2 does not cause damage or undue deterioration, distortion or creasing or any unpleasant odours of the fabrics of which the linen pieces are composed.

NB. In the event of a dispute the prescripts of the SANS 10146 of 2010 Code of Practice or the latest issue of the Practice shall apply.

2.10 DISINFECTION:

- 2.10.1 All pieces of linen, with the exception of non-infected heat sensitive items, shall be washed by a process that included a stage to disinfect such linen pieces by heat. Heat sensitive items such as woollen blankets shall be processed as detailed in paragraph

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2.10 DISINFECTION (continued):

- 2.10.2 The washing process must be programmed to ensure that the wash temperature is maintained at 65°C for not less than 10 minutes or preferably at 71°C for not less than 3 minutes to obtain thermal disinfection. For machines of conventional design and a low degree of loading (i.e. below 0.056kg/litre) 4 minutes must be added to these times to allow for "mixing time". For machines with a high loading factor (i.e. above 0.056kg/litre) it will be necessary to add 8 minutes.
- 2.10.3 Where necessary bleaching may be utilised with a recognised bleaching agent (other than Sodium hypochlorite) bidder to indicate agent to be used.

2.11 WASH CLASSIFICATIONS:

- 2.11.1 The Successful Bidder is required to specify the minimum wash processes to be employed and the detergents/chemicals to be used for processing each of the specified classifications. Detergents used for the general wash process must be in accordance with the SANS 1044 specification for Industrial Laundry Detergents (or equivalent, acceptable to the Department).

i. Classification 1

Sheets
Counterpanes/Cotton blankets Small flatwork
Towels
Theatre linen
Baby linen

ii. Classification 2

Patients' garments
Nurses uniforms/coats/protective clothing

iii. Classification 3

Woollen blankets - max temp. 30°C
Detergent specification - max temp 30°C

2.12 INFECTION:

- 2.12.1 Although all reasonable precautions will be undertaken by the hospital for the disinfection of infected linen prior to dispatch to the Successful Bidder, the Department will not be held liable for any contracted illnesses or infection to the Successful Bidder or his staff arising from the handling of potentially infective linen.

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2.12 INFECTION (continued):

2.12.2 The Successful Bidder shall ensure on a continuous basis that all staff working with soiled or fouled linen at the off-site laundry and hospital to be inoculated against Hepatitis B. In this connection the Contract Linen Bank Supervisor shall maintain on-site, a file with certificates of inoculation for inspection by Hospital Infection Control or the Department Liaison officer.

2.13 FOULED LINEN REQUIRING SLUICING:

2.13.1 All fouled and contaminated linen should be handled with caution.

2.13.2 Fouled linen that is collected from wards or departments should be contained in waterproof yellow colour coded plastic bags in compliance with the SANS Code of Practice No. 10146 of 2010. Such linen is not safe to handle in the normal manner.

2.13.3 All workers in contact with fouled linen will follow the hospital infection control policy and procedure on handling and disposal of such linen or garments and must also comply with the Occupational Health and Safety, 1993 (Act 85 of 1993), General Safety Regulations and SANS Code of Practice No. 10146, paragraph 4.2.8.1, Linen Management and Control Policy (Circular H73/2018) or the amended linen policy of the Western Cape Government Health.

2.13.4 The staff of the Successful Bidder, who is deployed to the central sluicing area of the hospital shall be properly protected by means of gowns, masks, gloves, headwear and footwear, which will be supplied by the Successful Bidder. Proper barrier control must be implemented between the central sluicing area and the rest of the linen bank.

2.13.5 Fouled linen, which has had surface matter i.e. faeces or blood clots, etc. removed, may be sent by the hospital to the off-site facility for processing without having received any prior treatment. The Successful Bidder will be responsible for the proper and effective washing and thermal disinfection of this linen.

2.13.6 The service provider will be responsible for the installation and maintenance of liquid dozing pumps on a loan basis during the contract period and also the provisioning of ENZYMES detergents or any other laundry detergent when necessary for the sluicing of soiled linen at their own costs.

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2.13 FOULED LINEN REQUIRING SLUICING (continued):

2.13.7 Illustration in accordance with the SANS Code of Practice No. 10146 of 2010 regarding categories of laundry bags are as follows:

Identification of laundry bags			
Category	Colour	Contamination	Action
A	Red bag	High-risk infection, for example viral haemorrhagic fevers	Shall go directly for incineration (i.e. shall not reach the laundry).
B	Yellow bag (alginate bags)	Containing high-risk textiles contaminated by blood body fluids or sluiced textiles	These items shall not be opened or sorted but shall be placed directly into the washing machine unopened.
C	Yellow bag with hazard label (alginate bags)	Containing hazardous chemical contamination, antineoplastic drugs or radioisotopes:	These items shall not be opened or sorted but shall be placed directly into the washing machine unopened.
D	White bag	Normally soiled textiles, textiles not contaminated body fluids or hazardous chemicals,	May be sorted by hand.

2.14 SORTING AND COUNTING OF SOILED LINEN:

2.14.1 Soiled linen will be sorted and counted in the hospital soiled and counting area by the Successful Bidder's staff in conjunction with hospital staff and in the presence of the hospital delegated official, who will sign the tally sheet together with the Successful Bidder's representative to certify the type and quantity of soiled linen being handed over to the Successful Bidder.

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2.14 SORTING AND COUNTING OF SOILED LINEN (continued):

- 2.14.2 Sorting and counting shall be an orderly, directly observed and supervised process and no more than two counting bays shall be in operation at the same time.
- 2.14.3 The sorting and counting process is to be carried out in accordance with the standard operational procedures.
- 2.14.4 The checked linen will be packed into permanent numbered laundry bags (see attached specification for laundry bags – Annexure G) supplied by the Successful Bidder and sealed by the sorting and counting staff.
- 2.14.5 Only on confirmation and verification of the count of the soiled linen may the linen pieces be uplifted and stored in suitable racks or holders for classification e.g. sheets, pillowcases, etc. The count figure agreed upon will become the official figure for the day concerned.
- 2.14.6 When all the linen has been counted the racks/holders must be emptied, per classification, into the individually numbered laundry bags and sealed in the presence of the staff of the hospital by means of a tie-wire applied with a wire-tying tool or by any other acceptable manner.
- 2.14.7 Bags will be labelled with the name of each individual ward or department and a consignment note detailing the number of bags to be collected by the Successful Bidder will be completed by the delegated official of the soil sorting and counting area at the respective hospital on a daily basis.
- 2.14.8 The bags of soiled linen must be collected from the Linen Bank central sorting area.

2.15 FINISHING:

- 2.15.1 All items shall be dry to the touch.
- 2.15.2 Items shall be free of galling.
- 2.15.3 Items shall be securely packed to prevent re-soiling or damage.
- 2.15.4 Flatwork items such as sheets, draw sheets, theatre towels, etc. that are calendar finished shall be folded by means of primary and cross folds depending on the size of the article.
- 2.15.6 All items shall be folded in such a manner as to allow them to be neatly packed on storage racks and easily identified by the user department.

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2.15 **FINISHING (continued):**

2.15.7 The minimum reflectance values for white linen shall be 79%.

2.16 **LINEN REPAIRS:**

2.16.1 The Successful Bidder will be responsible for repairs to the linen to ensure that the work being returned to the hospital is in a serviceable condition. Examples of repairs required:

- i. Holes greater than 3mm to be darned;
- ii. Minor tears on linen to be mended and as such rendering the linen suitable for use;
- iii. Repairs or replacement of tie tapes cuffs and collars on gowns;
- iv. Repairs to theatre clothing;
- v. Hemming of sheets, theatre towels etc. where seams have frayed;
- vi. Theatre drapes with small holes may be repaired with heat seal patching;
- vii. Replacement of missing buttons and snap fasteners;
- viii. Repair of burst seams;
- ix. Repair of dropped hems,
- x. Rebinding of blanket edges.

2.16.2 The above is only a guideline and is not exhaustive in content. Such repairs will be undertaken after washing and finishing and before return to the hospital. The average return time for such items requiring repair shall be no more than three (3) working days in addition to the laundry turn around cycle.

2.16.3 Repaired linen pieces are to be dispatched separately and delivered to the linen bank of the hospital for inspection by members of the linen management department and quality control of the hospital before the repaired linen is returned into circulation.

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2.17 CONDEMNABLE LINEN:

- 2.17.1 Linen that is no longer fit for use and cannot be economically repaired must be identified by the Successful Bidder and be placed to one side. The quantities and descriptions and ward of origin must be listed and the linen to be condemned must be sent back to the Hospital in questions' Linen Bank in separate bags marked "For Condemning" together with the lists.
- 2.17.2 The Successful Bidder must deliver the linen as set out in paragraph 2.17.1 separately to the Linen Controller of the hospital for inspection and further processing.
- 2.17.3 Linen, which the hospital management or the Disposals Board considers to be usable, will be returned to circulation.
- 2.17.4 Linen, which is found to be condemnable, will be disposed of by the hospital. The hospital will order replacement linen as its financial constraints permit. The frequency of the condemning will be dependent on the volume of linen involved.

2.18 NON-CONFORMING LINEN:

- 2.18.1 The Successful Bidder must ensure that non-conforming linen emanating from the laundering process, including damaged or stained linen is clearly identified so that appropriate action can be taken (such action may include rewashing, appropriate treatment for stain removal, or repair).
- 2.18.2 The Successful Bidder shall reprocess such identified non-conforming linen before attempting to deliver it to the hospital.
- 2.18.3 Laundry linen pieces that cannot be satisfactorily reprocessed or repaired shall be identified and set aside for special delivery to the hospital for possible disposal as set out in paragraph 2.17.1 of the contract.
- 2.18.4 A linen pre-condemning committee will meet quarterly to facilitate the disposal process.
- 2.18.5 If the Departmental Technical Officer or the Departmental Liaison Officer is dissatisfied with the quality and presentation of any laundered article received from the Successful Bidder, the article shall be returned to the Successful Bidder with details of the complaint. All details of such complaint shall be recorded. The article returned under complaint shall be rewashed 'free of charge' by the Successful Bidder until the complaint is remedied.
- 2.18.6 A register shall be maintained by both Parties to record all non-conforming linen (**exceeding 2% of the total pieces processed in any calendar month**) delivered to the hospital. If the test fails according to the laundry specifications it will be seen as non-conforming.

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2.19 SPECIAL LAUNDERED ITEMS:

2.19.1 From time to time the hospital end users will send in duvet covers, duvet inner and duvet pillowcases for processing by the Successful Bidder at no extra cost.

2.20 DISPATCH OF CLEAN LINEN TO THE HOSPITAL:

2.20.1 It is required that the clean linen being returned to the hospital be packed separately and that the bags of clean linen be accordingly labelled with the name of the hospital and the date.

2.20.2 Each bag must be separately sealed with wire ties/ twine and labelled. The quantities of bags for each hospital as well as the individual bag numbers must be recorded on the accompanying consignment note.

2.20.3 The clean linen being returned will be delivered to the Linen Bank, unless specific arrangements have been made between the hospital and the Successful Bidder.

2.20.4 A laundry list for each hospital detailing the soiled linen received and the clean linen returned by the Successful Bidder must accompany each consignment.

2.20.5 Wire ties or an alternative secure bag seal and labels to be supplied by the Successful Bidder.

2.20.6 For clean linen, the turn-around time will be twenty-four (24) hours. Clean linen will be sorted and counted in the hospital clean linen area by the Successful Bidder's staff in conjunction with hospital staff and in the presence of the hospital delegated official who will sign the tally sheet together with the Successful Bidder's representative to certify the type and quantity of clean linen being handed over to the hospital by the Successful Bidder.

2.20.7 The Successful Bidder must as soon as the Contract commences ensure that procedures are maintained, and documentation exists to ensure that the correct linen is returned to the hospital after cleaning.

2.20.8 The Successful Bidder must return all linen sent to it for processing by the hospital including foreign linen. This will ensure that the number of linen pieces sent for processing will match the number of linen pieces processed and returned by the Successful Bidder. The hospital will be responsible for exchanging foreign linen.

2.20.9 The Successful Bidder must ensure that the linen, which is returned to the hospital after processing is in an undamaged condition and fit for use. This linen must be similar to the condition in which it was sent to the Successful Bidder.

2.20.10 Linen pieces entrusted to the Successful Bidder's care shall be returned to the hospital in a fit for use condition and in as near to new condition as possible.

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2.21 FINISHING STANDARDS:

- 2.21.1 The Successful Bidder shall ensure that linen delivered to the hospital meets the standard for clean linen as set out in SANS Code of Practise No. 10146:2010 or the latest Practice Issue, namely *"Linen that is free from contamination, large concentrations of micro-organisms, stains, dust, tears, and that it is visibly clean and free from objectionable odours, ironed or otherwise finished such that it is suitable for purpose and neat in appearance."*
- 2.21.2 No organic material must be visible on linen. Solids are to be removed from the pockets, folds and covers, etc. of the linen.
- 2.21.3 Oil, paraffin, betadine, rust, Bonney's blue or ink stains on linen must be treated and if it cannot be removed with normal processes it will be acceptable to the hospital provided that: -
 - i. it is of reasonable aesthetic appearance.
- 2.21.4 All linen pieces are to be dry to the touch, free of fluff, folded and ready for packing and delivered at the hospital in such a way.

2.22 HOSPITAL PROPERTY:

- 2.22.1 The Successful Bidder shall return to the hospital any items of hospital property found in the bags of soiled linen sent to the laundry.

2.23 MONITORING AND CONTROL:

- 2.23.1 Regular inspections will be carried out by an authorised representor of the hospital or department to monitor the standard and quality of the laundry service provided. The Authorised Departmental Representor/s shall be entitled to instruct the Successful Bidder to rectify any breach of the specification forthwith, failure which the provision of Section 4 paragraph 4.9 may be imposed.
- 2.23.2 A standing liaison meeting between the Departmental Project Officer and the Successful Bidder shall be scheduled on a monthly basis or as required. At the start of the contract, the Successful Bidder will be required to meet monthly with the duly appointed representatives of the hospital to discuss and resolve any quality and service delivery problems.
- 2.23.3 Access must be allowed to the Department Linen Management Team to conduct their annual audits and or as required.

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2.24 RECORD KEEPING OF LINEN:

The attached Ward and Theatre linen list must be provided by the Successful Bidder to the respective hospital serviced in order to keep accurate tracking records of the linen movement between the laundry and hospital departments/wards. All linen lists must be numbered (three (3) pages the same number i.e. book copy, ward/department copy and packing department copy) and a file must be opened for each Department.

2.25 STOCK CONTROL AND LINEN OWNERSHIP MARKING:

2.25.1 The hospital shall mark its own linen which will reflect:

- i. the name of the hospital
- ii. the date when the article of linen is placed into service.

2.25.2 Full reports must be kept by the Successful Bidder and on request be made available to the Department to show the quantity of clean linen, which was delivered and the quantity of linen, which is outstanding (based on signed acknowledgements of deliveries and collections of consignments).

2.25.3 A full report must at all times be kept by the Successful Bidder and on request be made available to the Department to indicate the status of the outstanding consignments.

2.25.4 An Electronic laundry management tagging system will be implemented by the successful bidder at all hospitals that form part of this bid and the successful bidder will be responsible for managing the system and any consumables and equipment that is linked to the system. The tagging machine and consumables will be the property of the bidder. The bidder will also be responsible for the maintenance of tagging machines. The tagging systems must be upgradable with the latest software. The data will become the property of the Department after the 5-year period. Future details to be provided at site meeting.

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3.1 BID CONDITIONS:

3.1.1 The bidder shall bid for a laundry service for the hospital as indicated in the bid documents subject to the terms and conditions as indicated above and hereunder in the specifications.

3.2 SKILLS AND CAPABILITIES:

3.2.1 A technical capability questionnaire is attached to indicate to bidders the guidelines that will be used to evaluate their ability to render a satisfactory laundry service in all respects. Key elements to SANS 10146/2010 and ISO 9000 are covered by this questionnaire and compliance to these norms will be a deciding factor in the evaluating process. **(Bidders must not complete the questionnaire.)**

3.3 DETAILS OF BIDDER'S NEAREST OFFICE AND FACILITY TO THE LOCATION OF THE CONTRACT:

3.3.1 Minimum requirements: physical address for the promotion of efficient liaison between the Department and the bidder it is imperative that the bidder should have an operational and functioning office and laundry facility in the Saldanha Bay Sub District.

3.3.2 The Representative (Head Support Service or Delegated Official) of the Institution will act as the Departmental Liaison Officer who will monitor the rendering of the laundry service and who will carry out physical inspections of the site with a representative of the Successful Bidder.

3.3.3 The successful bidder must comply with all the requirements of the specifications and the laundry must be adequately equipped with staff, equipment (including an operational industrial scale to weigh linen) to launder the linen in terms of the capacity.

3.4 CONTRACT PERIOD:

3.4.1 The contract, between the Western Cape Government Health Department and the Successful Bidder, will become effective on the day on which it is signed, or the 1st day of the following month, unless otherwise provided in the agreement.

3.4.2 The agreement will remain in force for five years and terminates on the last calendar day of the sixty (60th) month after the commencement date, with an option to extend the contract for a period as determined by the Western Cape Government Health, after which fresh bids will be invited.

3.4.3 The bid price(s) shall remain firm for the 12-month period following commencement date.

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3.4 CONTRACT PERIOD (continued):

- 3.4.4 Any claim for price increase after 12 months of commencement must be applied for in writing at least a month before the statutory increase will be effective.
- 3.4.5 The bid price(s) must be quoted inclusive of VAT.

3.5 VALIDITY PERIOD OF BID:

- 3.5.1 Bid validity period is 120 days from the closing date of the bid.
- 3.5.2 If the bid is withdrawn within this period, the bidder will be held liable for damages if a less favourable bid has to be accepted.

3.6 PRICING:

- 3.6.1 Subject to the provisions of General Condition of Contract (GCC), the figures as detailed in pricing schedule (WCBD 3.1) can be used for estimation purposes.
- 3.6.2 The bidders must calculate a bid price per piece for laundry services for the hospital as indicated in the bid document. The bid prices must be indicated in WCBD 3.1 to enable the Department to compare the bid costs per piece for evaluation purposes.
- 3.6.3 It should be noted that the cost per piece thus indicated (which must be fixed for a period of one year) will be one of the factors in awarding the contract to a bidder.

3.7 COMPULSORY INFORMATION SESSION:

- 3.7.1 A compulsory information session and site meeting will be held as follows:

INSTITUTION	DATE	TIME
Vredenburg Provincial Hospital	24 MARCH 2023	11h00am

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3.8	OBLIGATIONS OF THE SUCCESSFUL BIDDER (continued):
3.8.1	The Successful Bidder is required to render a comprehensive laundry service to the hospital as set out above and hereunder.
3.8.2	The Successful Bidder is required to render the laundry service on a daily basis from Monday to Sunday, or as mutually agreed to by both parties.
3.8.3	The Successful Bidder undertakes to provide management services in respect of quantity and quality control and as defined in the laundry management specifications and accounting services with regards to the service.
3.8.4	The Successful Bidder may consult with the Departmental Liaison Officer regarding the process to be followed if it is the technical opinion of the Successful Bidder that an article sent for cleaning, for whatsoever reason, will be unable to withstand the laundry process.
3.8.5	If it is requested in writing by the hospital for any article to be processed by any other method, the Successful Bidder may indicate in writing that in its technical opinion such a method is unsuitable for such a process. If the hospital insists that this method must be followed, the Successful Bidder shall not be liable if any damage (either permanent or temporary) is caused to such article.
3.8.6	The Successful Bidder agrees to establish and maintain a documented process as soon as the Contract commences to ensure that hospital linen is traceable and accounted for at all times while it is in the possession of the Successful Bidder.
3.9	BID DOCUMENTS:
3.9.1	Bids are scheduled manually in this office. The bid has consequently been drawn up so that certain essential information is to be furnished in a specific manner. Any additional information should be furnished on a separate Annexure with the bidder's offer.
3.9.2	The bid forms may not be re-typed or re-drafted, photocopies may be prepared and used but must be signed in the original.
3.9.3	Black or red ink shall be used to fill in bids.
3.9.4	Bidders should check the numbers of pages and satisfy them that none are missing or duplicated. No liability will be accepted in respect of arising from the fact that pages are missing or duplicated.

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- 3.9.5 Unless specifically provided for in the bid invitation, no bid by telegram, telex or fax will be considered.
- 3.9.6 These conditions form part of the bid and failure to comply herewith may invalidate a bid.

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3.9 BID DOCUMENTS (continued):

3.9.7 The following documents form an integral part of this specification:

3.9.7.1 Forms WCBD 1, WCBD 3.2, WCBD 4 and WCBD 6.1

3.9.7.2 Bid Specifications

3.9.7.3 Annexure A (Appendix 1) – Qualifications and Experience

3.9.7.4 Annexure A (Appendix 2) – Organisation Type

3.9.7.5 Annexure A (Appendix 3) – Organisational Structure

3.9.7.6 Annexure A (Appendix 4) – Detail of Bidder's Nearest Office

3.9.7.7 Annexure B – Accounting Schedule

3.9.7.8 Annexure C – On-Site Staff Compliment, Service Time Rooster and Standards

3.9.7.9 Annexure D – Handling of Fouled Linen (Central Sluicing Department)

3.9.7.10 Annexure E – Laundry Processing methods of linen items

3.9.7.11 Annexure F – Ward List

3.9.7.12 Annexure G – Laundry Bag Specifications

3.9.7.13 General Conditions of Contract (GCC)

3.9.8 Bidders must bid in accordance with the requirements stipulated in the Financial Summary Section 2 of the bid documents, which are attached as annexures.

3.9.9 Bids will be liable for rejection unless they are submitted on the aforementioned forms that must be fully completed and returned with conditions and specifications signed in the original as required.

3.10 ALTERATION OF BID DOCUMENTS:

3.10.1 No alterations, erasures, omissions or additions shall be made to the text or condition of these documents. Should any unauthorised change be made, the same will not be recognised but the original document shall apply.

3.11 QUALIFICATIONS OF BIDDERS:

3.11.1 Bidders with sufficient proof of experience in the provision of laundry services to institutions/concerns, which are able to meet disinfection and infection control standards, will be considered. Preference will be given to laundries complying with the SANS 10146: 2010 Code of Practice. (stipulate minimum experience and capacity)

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3.11 QUALIFICATIONS OF BIDDERS (continued):

- 3.11.2 Bidders must submit detailed information together with their bid documents of their experience in the laundry trade and must furthermore submit acceptable proof of the ability to supply quality service and submit a list of present laundry contracts together with their bid documents. (Annexure A: Appendix 1).
- 3.11.3 In the case of partnerships or Close Corporations, an affidavit reflecting the names, ID numbers and addresses of partners or members and in the case of a company, such information regarding the Directors must be submitted with the bid documents, together with a copy of the **latest** audited **financial statement** and a Tax Clearance Certificate. (Annexure A: Appendix 2).
- 3.11.4 The bidder must submit along with the bid documents a clear indication of the envisaged organisational principles, procedures and functions for an effective laundry service operation at the hospital. (Annexure A: Appendix 3).
- 3.11.5 The Department does not bind itself to accept the lowest or any bids and reserves the right to accept the proposal which it deems to be in the best interest of the WCGH even if it implies a waiver by the Department of certain bid requirements which the Department considers to be of minor importance and not complied to within the proposal.

3.12 EVALUATION CRITERIA:

- 3.12.1 The bids will be evaluated according to either the 90/10 or 80/20 Procurement Preference Points System. See the attached WCBD 6.1

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4.1	INDEMNITY:
4.1.1	The Successful Bidder agrees to hold the Department harmless and keep it indemnified against any actions, demands, suits, proceedings, costs and expenses which may be taken or made against the Department or loss or damage, from any cause arising or be incurred or become payable by the Department flowing from damage or loss to property or death or injury to persons caused in execution of the Services.
4.2	DUTIES OF THE DEPARTMENT:
4.2.1	The Department hereby entrusts all such powers and duties to the Successful Bidder as are required to enable the Successful Bidder to lawfully perform its duties in terms of the Contract effectively and competently.
4.2.2	The Department shall provide the Successful Bidder with timely access to information reasonably required by the Successful Bidder to perform its duties under the Contract.
4.3	ASSIGNMENT:
4.3.1	Neither the benefits nor the obligations under the contract may be ceded or assigned by either Party except with the prior consent of the other Party.
4.4	TRANSFER AND CESSION:
4.4.1	The successful bidder must render the proposed laundry service himself and the use of sub-contractors will not be allowed without the Department's prior written permission.
4.4.2	The successful bidder may not cede, transfer, sell or alienate in any way the contract or any part thereof to any other person or company within the first six months of the contract period.
4.5	ACCOUNTING AND LIAISON:
4.5.1	The Department and the Successful Bidder shall each appoint a Departmental Liaison Officer respectively who shall work in close cooperation in order to facilitate the flow of information, solving of problems, accounts, payments, etc between parties.
4.5.2	The Successful Bidder must keep to General Acceptable Accounting Practices and will keep all accounting records in respect of the rendering of the proposed laundry service.
4.5.3	The accounting period shall run from the first day until the last day of each month.

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4.5 ACCOUNTING AND LIAISON (continued):

- 4.5.4 Claims for monthly payment in respect of linen processed must be submitted to the hospital on the official invoice of the Successful Bidder's organisation, supported by the schedules specified in Annexure B.
- 4.5.5 The actual pieces of linen processed, and the value thereof as reflected in the accounting schedules given in Annexure B, must be certified as correct by the Chief Executive Officer or his authorised representative.
- 4.5.6 The hospital will thus keep account of and monitor the quantity of linen that is processed in terms of the contract.
- 4.5.7 The hospital shall certify as correct each monthly invoice submitted by the Successful Bidder to them for payment.
- 4.5.8 The Departmental Liaison Officer (DLO) has the final responsibility to ensure that the services rendered by the Successful Bidder conform to the specifications of the contract in terms of quality.
- 4.5.9 The Department, in the person of the DLO or any other duly authorised person, shall be entitled at any reasonable time to inspect all records, accounts, invoices, purchases and other documentation of the Successful Bidder relating to the rendering of these proposed laundry services in terms of the contract.

4.6 TARIFF AND PAYMENTS:

- 4.6.1 The Department shall make payments to the Successful Bidder in accordance with the tariff and escalation thereof.
- 4.6.2 The Department shall pay the amount of a tax invoice within 30 (thirty) calendar days of receipt of a detailed tax invoice and provided that the Services were rendered satisfactorily during the invoice period.
- 4.6.3 The following details must be reflected on tax invoices forwarded to the Department by the Successful Bidder:
 - i. The total amount payable with reference to the specific services that have been rendered during a particular month is based on the flat rate applicable to the services as set out in the pricing schedule of the bid proposal of the Successful Bidder; and
 - ii. VAT payable.

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4.6 TARIFF AND PAYMENTS (continued):

4.6.4 The Department will verify the correctness of a tax invoice and notify the Successful Bidder of any possible discrepancies within 10 (ten) business days of receipt of the tax invoice. If the Department identifies any material discrepancies, the tax invoice will be referred back to the Successful Bidder, and the amount due will be payable within 30 (thirty) calendar days from receipt of a corrected tax invoice. Undisputed amounts on an invoice shall be paid by the Department. There must be endorsement by the Departmental Liaison Officer that the work has been done.

4.6.5 All payments under the Contract shall be made in South African Rand by way of an electronic banking transfer into the bank account of the Successful Bidder (located in the Republic of South Africa), details of which will be specified in the relevant invoice, quoting the invoice number against which payment is to be made.

4.7 SETTLEMENT OF DISPUTES:

4.7.1 Without detracting from a Party's right to institute action or motion proceedings in the High Court or other Court of competent jurisdiction in respect of any dispute that may arise out of or in connection with the Contract, the Parties may, by mutual consent, follow the mediation and/or arbitration procedure as set out in paragraphs 4.7.2 and 4.7.3.

4.7.2 Mediation:

4.7.2.1 Subject to the provisions of paragraph 4.14.1 any dispute arising out of or in connection with the Contract may be referred by the Parties without legal representation to a Mediator.

4.7.2.2 The dispute shall be heard by the Mediator at a place and time to be determined by him or her in consultation with the Parties.

4.7.2.3 The Mediator shall be selected by contract between the Parties.

4.7.2.4 If an agreement cannot be reached upon a particular Mediator within three business days after the Parties have agreed to refer the matter to mediation, then the President of the Cape Law Society shall nominate the Mediator within seven business days after the Parties have failed to agree.

4.7.2.5 The Mediator shall at his or her sole discretion determine whether the reference to him or her shall be made in the form of written or verbal representations, provided that in making this determination he or she shall consult with the Parties and may be guided by their common reasonable desire of the form in which the said representations are to be made.

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4.7.2 Mediation (continued):

4.7.2.6 The Parties shall have seven business days within which to finalise their representations. The Mediator shall within seven business days of the receipt of the representations express in writing an opinion on the matter and furnish the Parties each with a copy thereof by hand or by registered post.

4.7.2.7 The opinion so expressed by the Mediator shall be final and binding upon the Parties unless a Party is unwilling to accept the opinion expressed by the Mediator. In such event, the aggrieved Party may institute legal proceedings in a court of competent jurisdiction, unless the Parties agree to refer the dispute to arbitration in accordance with paragraph 4.7.3 The expressed opinion of the Mediator shall not prejudice the rights of either Party in any manner whatsoever in the event of legal proceedings or arbitration, as the case may be.

4.7.2.8 The cost of mediation shall be determined by the Mediator.

4.7.2.9 Liability for such cost shall be apportioned by the Mediator and shall be due and payable to the Mediator on presentation of his or her written account.

4.7.3 Arbitration:

4.7.3.1 Subject to the provisions of paragraph 4.14.1 The Parties may agree to refer any dispute arising out of or in connection with the Contract, to arbitration.

4.7.3.2 Arbitration shall be held in Cape Town informally and otherwise in accordance with the provisions of the Arbitration Act, 1965 (Act 42 of 1965), it being intended that, if possible, it shall be held and concluded within ten business days.

4.7.3.3 Save as otherwise specifically provided herein, the Arbitrator shall be if the matter in dispute is:

- i. primarily a legal matter, a practising Senior Advocate of the Cape Bar;
- ii. any other matter, an independent and suitably qualified person as may be agreed upon between the Parties to the dispute.

4.7.3.4 If an agreement cannot be reached on whether the question in dispute falls under 4.7.3.3(i) or 4.7.3.3(ii) and/or upon a particular Arbitrator within three business days after the Parties have agreed to refer the dispute to arbitration, then the Chairperson for the time being of the Cape Bar Council shall:

- i. determine whether the question in dispute falls under 4.7.3.3(i) or 4.7.3.3(ii); and/or
- ii. nominate the Arbitrator within seven days after the Parties have failed to agree.

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4.7.3 Arbitration (continued):

4.7.3.5 The Arbitrator shall give his or her decision within five business days after the completion of the arbitration. The Arbitrator may determine that the costs of the arbitration are to be paid either by one or the other or by both of the Parties.

4.7.3.6 The decision of the Arbitrator shall be final and binding and may be made an order of the Western Cape High Court, Cape Town, upon the application by any Party to the arbitration.

4.7.3.7 Notwithstanding the provisions contained in the GCC, disputes between the Parties shall be governed exclusively by, and settled in terms of, paragraph 4.7.1 to 4.7.3 of the Contract.

4.8 BREACH AND TERMINATION:

4.8.1 Should either party commit a breach of provisions of the contract and fail to remedy that breach within 14 (Fourteen) days after receipt of written notice calling upon to do so, the party that is not in default shall be entitled to cancel the contract on written notice sent to the other party at the address appearing in the contract without prejudice to any other right which the non-defaulting party may have as a result of such breach and the parties agree that the provision of section 23 of the General Conditions of Contract (GCC) will apply in such an event, if it is not in conflict with the contract.

4.8.2 The Department shall in collaboration with the Successful Bidder, be entitled to determine the value of items of linen that went missing whilst in the care of the Successful Bidder and to subtract the amount of such value of the missing items from any amount due to the Department by the Successful Bidder.

4.8.3 The Successful Bidder agrees that after the laundry site meeting for the upcoming laundry bid the hospital premises may be viewed at any reasonable time by prospective bidders accompanied by the Authorised Representor of the institution.

4.8.4 In addition to the remedies available to the Department, the Department may impose penalties or claim damages in lieu of penalties, as contemplated by paragraph 4.9 if the Successful Bidder breaches the Contract.

4.9 PENALTIES:

4.9.1 Where the Successful Bidder fails to provide the service in terms of the contract or these specifications, deductions and /or penalties for said failure will be transgression.

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4.9 PENALTIES (continued):

4.9.2 The service provided in terms of the contract, will be evaluated regularly and any contraventions of the contract conditions and / or loss of WCG property due to proven negligence will be collated on a monthly basis.

4.9.3 Penalties will be levied against the Successful Bidder for every incident and or provision of this agreement which the service provider fails to honour.

4.9.4 The Successful Bidder must note that penalties will also be instituted in respect of contraventions/non-compliance of bid specifications or General Conditions

4.9.5 The table below set out the detail of the penalties in relation to the service delivery:

	Performance Standards	Metric	Penalty
4.9.5.1	The provisioning of two staff members one for sluicing and cleaning and one for unpack, count and all sewing work from the Contractor side for rendering a laundry service daily. These people will be assigned to the on-site facility from Monday till Sunday between 07h00am to 16h00pm or as mutually agreed upon.	Failure to place the mutually agreed staff members at the on-site facility for rendering a laundry service.	R 100 per hour per person per day
4.9.5.2	To collect soiled linen and deliver clean linen from and to the hospital on a 24-hour turn-around time, seven (7) days a week, for the rendering of a laundering service.	Failure to collect soiled linen and/or return clean linen with a 24-hour turn-around time.	R 1000 per 24-hour turn-around time
4.9.5.3	To collect soiled linen and return clean linen to and from the hospital no later than 11:00am	Failure to collect soiled linen and/or return clean linen within turn-around time.	R1000 per hour after 11:00am
4.9.5.4	To provide an on-site linen repair service. The service should include the repair of all damage linen regardless of where the damage was	Failure to repair all damaged linen, regardless of where the damage was sustained with a 24-hour turn-around time.	R 100 per piece

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	sustained, with a 24-hour turnaround time.		
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4.9	PENALTIES (continued):		
4.9.5.5	The Service Provider to provide its own permanent numbered laundry bags and the cleaning and maintenance of these bags at no cost to the department.	Failure to provide laundry bags.	R 250 per bag
4.9.5.6	Carrying out a Stain Removal test at the off-site facility.	Failure to carry out and/or pass a Stain Removal test.	R 3000 per test
4.9.5.7	Carrying out a Hygiene test at the off-site facility.	Failure to carry out and/or pass a Hygiene test.	R 5000 per test
4.9.5.8	Carrying out a Whiteness Maintenance test at the off-site facility.	Failure to carry out and/or pass a Whiteness Maintenance test.	R 1000 per test
4.9.5.9	Submitting test results (within one month) to the respective rep of the institution.	Failure to submit the test results (within one month of when the test was carried out) to the respective hospital rep.	R 5000 per test
4.9.5.10	Returning clean linen (packed separately) to the hospital and that the bags of clean linen be accordingly labelled with the name of the hospital and the date.	Failure to return clean linen sealed with a label and wire ties/ twine and correctly labelled.	R 300 per bag
4.9.5.11	All linen pieces shall be thoroughly washed, rinsed and finished by a process which leaves such linen pieces hygienically clean fresh and dry in accordance with accepted hospital laundry practice.	Failure to thoroughly wash and rinse linen pieces.	To be rewashed at the cost of the service provider (for a maximum of 2 washes) Failure to comply will result in penalty of R20.00 per piece

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4.9	PENALTIES (continued):		
4.9.5.12	Any additional deliveries or collections that are necessary because of the Contractor's failure to adhere to the agreed upon time period or as a result of a failure by the Contractor to return any linen pieces in accordance with the turnaround time, or as a result of any breach by the Contractor of this contract.	Additional deliveries or collections that are necessary due to the contractor's previous failure to adhere to the agreed upon time period or returning any linen pieces in accordance with the turnaround time.	Free of charge
4.9.5.13	It is compulsory that on-site staff wear their identification badges, appropriate uniforms and personal protective equipment (PPE's) when on duty.	Failure to wear identification badges and or appropriate uniforms and/or protective equipment.	R 300 per person per day
4.9.5.14	The vehicle of the Contractor conveying the clean linen from its premises to the linen bank of the hospital must be well sealed, disinfected and sanitised to standards acceptable to hospital infection control before each delivery is made.	Failure to seal, disinfect and sanitise the vehicle (conveying the clean linen pieces) from the off-site premises to the on-site facility.	R 1500 for non-compliment incident
4.9.5.15	The successful bidder must comply with all the requirements of the specifications and the laundry must be adequately equipped with staff, equipment (<u>including an industrial scale to weigh linen</u>) to launder the linen in terms of the capacity.	Failure to comply will result in a penalty per item	R1000 per item

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4.9.5.16	Provision of back-up generator in instances of load shedding to keep the laundry service on a full operational level	Failure to provide back-up generator	R1000 per load shedding event
4.9.5.17	Provision of specified white polyester laundry bag.	Failure to comply with laundry bag specifications.	R100 per bag
4.9.5.18	Electronic laundry management system not operational.	Failure to implement the system after six months of commencement of the contract and to maintain it for the contract period.	R 500 per day until implementation.

4.10 INDEPENDENT CONTRACTOR:

- 4.10.1 The Successful Bidder will be appointed as an independent contractor, and not as an employee, and at all relevant times during the currency of the Contract no employer/employee relationship shall exist between the Parties.
- 4.10.2 The Department shall not be liable for any injury, loss or damage directly or indirectly incurred by the Successful Bidder, as an independent contractor, arising out of or in connection with the Services rendered by the Successful Bidder in accordance with the Contract.

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4.11 WAIVER:

- 4.11.1 No waiver of any of the terms and conditions of the Contract shall be binding unless expressed in writing and signed by the Party giving the same, and any such waiver shall be affected only in the specific instance and for the purpose given.
- 4.11.2 No failure or delay on the part of either Party in exercising any right, power or privilege precludes any other or further exercising thereof or the exercising of any other right, power or privilege.
- 4.11.3 No indulgence, leniency or extension of time which any Party ("*the Grantor*") may grant or show the other Party, shall in any way prejudice the Grantor or preclude the Grantor from exercising any of its rights in terms of the Contract.

4.12 ENTIRE CONTRACT:

- 4.12.1 The Contract constitutes the entire agreement between the Parties and no amendment, alteration, addition or variation of any right, term or condition of the Contract will be of any force or effect unless reduced to writing and signed by the Parties to the Contract.
- 4.12.2 The Parties agree that there are no conditions, variations or representations, whether oral or written and whether expressed or implied or otherwise, other than those contained in the Contract.
- 4.12.3 The Contract replaces any other previous verbal or written contract entered into between the Parties.

4.13 FORCE MAJEURE:

- 4.13.1 For the purposes of the Contract, "Force Majeure" means any of the following events or circumstances:
 - i. war, whether declared or not, civil war, civil violence and revolutions, acts of sabotage;
 - ii. natural disasters such as violent storms, cyclones, earthquakes, tidal waves, floods, destruction by lightning;
 - iii. explosions, fires, destruction of machines, of factories and of any kind of installations; or
 - iv. acts of authority, whether lawful or unlawful, apart from acts from which the Party seeking relief has assumed the risk by virtue of any other provisions of the Contract which directly causes either Party to be unable to comply with all or a material part of its obligations under the Contract.

*For Bidder Please initial each
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The conditions of this bid:*

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WCGHSC0344/2022: THE RENDERING OF A COMPREHENSIVE LAUNDRY SERVICE TO VREDENBURG PROVINCIAL HOSPITAL UNDER THE WESTERN CAPE DEPARTMENT OF HEALTH FOR A FIVE-YEAR PERIOD

Par.	Section 4: SPECIAL CONDITIONS
------	-------------------------------

4.13 FORCE MAJEURE (continued):

4.13.3 Where a Party is (or claims to be) affected by an event of Force Majeure:

- i. It shall take all reasonable steps to mitigate the consequences of such an event upon the performance of its obligations under the Contract, resume performance of its obligations affected by the event of Force Majeure as soon as practicable and use all reasonable endeavours to remedy its failure to perform; and
- ii. The Party claiming relief shall serve written notice on the other Party within 14 (fourteen) business days of it becoming aware of the relevant event of Force Majeure. The notice will contain such relevant information relating to the failure to perform (or delay in performing) as is available, including (without limitation) the effect of the event of Force Majeure on the ability of the Party to perform, the action being taken in accordance with paragraph 4.13.3 (i).
- iii. Should the Party claiming relief be prevented from carrying out its contractual obligations due to Force Majeure lasting continuously for a period of 60 (sixty) calendar days, the Parties will consult with each other regarding the future implementation of the Contract. The Parties shall endeavour to agree on any modifications to the Contract which may be equitable having regard to the nature of an event or events of Force Majeure.
- iv. Should the Party claiming relief be prevented from carrying out its contractual obligations due to Force Majeure lasting continuously for a period of 60 (sixty) calendar days, the Parties will consult with each other regarding the future implementation of the Contract. The Parties shall endeavour to agree on any modifications to the Contract which may be equitable having regard to the nature of an event or events of Force Majeure.
- v. If no mutually acceptable arrangement is arrived at within a period of 30 (thirty) calendar days thereafter, either Party will be entitled to immediately on written notice cancel the Contract.

4.14 SEVERABILITY:

4.14.1 In the event that any of the terms of the Contract are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.

4.15 CONFIDENTIALITY:

4.15.1 The Successful Bidder must not for the duration of the Contract, divulge or make known to any person any information about the affairs of the Department.

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WCGHSC0344/2022: THE RENDERING OF A COMPREHENSIVE LAUNDRY SERVICE TO VREDENBURG PROVINCIAL HOSPITAL UNDER THE WESTERN CAPE DEPARTMENT OF HEALTH FOR A FIVE-YEAR PERIOD

Par.	Section 4: SPECIAL CONDITIONS
------	-------------------------------

4.15 CONFIDENTIALITY (continued):

4.15.2 The information available between the Parties obtained during the course of the Contract and its implementation will remain confidential to the Parties especially when it is not intended to be in the public domain

4.16 NOTICE AND DOMICILIUM:

4.16.1 The Parties choose as their respective *domicilium citandi et executandi* for the purposes of legal proceedings and for the purpose of giving or sending any notice provided for or necessary in terms of the Contract, the following addresses:

THE DEPARTMENT OF HEALTH:

Head of Department
4 Dorp Street
Cape Town
8001

THE SUCCESSFUL BIDDER:

4.16.2 All notices to be given in terms of the Contract shall be given in writing and be delivered or sent by prepaid registered post to the Party's chosen *domicilium citandi et executandi*

4.16.3 If delivered by hand, a notice shall be presumed to have been received on the date of delivery, or, if sent by prepaid registered post, be presumed to have been received 7 (seven) business days after the date of posting.

4.16.4 Notwithstanding anything to the contrary contained in the Contract, a written notice or communication actually received by one of the Parties from the other Party shall be adequate written notice of communication to such Party.

*For Bidder Please initial each
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ANNEXURE A: APPENDIX 1

QUALIFICATIONS AND EXPERIENCE

1. Details of the extent of the bidder's laundry activities and business, e.g. branches, etc.:

2. A list of existing laundry contracts:

3. The number of years that the bidder has been in the laundry business:

--

4. The name and/or CV of the person who shall actually carry out and control the laundry service:

--

5. His/her qualifications:

6. His/her experience in this field:

SIGNED:

For the Bidder

DATE:

*For Bidder Please initial each
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ANNEXURE A: APPENDIX 2

ORGANISATION TYPE

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

1.	NAME	
	ADDRESS	
	ID NUMBER	

2.	NAME	
	ADDRESS	
	ID NUMBER	

3.	NAME	
	ADDRESS	
	ID NUMBER	

4.	NAME	
	ADDRESS	
	ID NUMBER	

5.	NAME	
	ADDRESS	
	ID NUMBER	

6.	NAME	
	ADDRESS	
	ID NUMBER	

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ANNEXURE A: APPENDIX 3

ORGANISATIONAL STRUCTURE

1. The following organisational structure shall be applied:

2. The following principles and procedures shall be applied in the management of the service:

SIGNED: _____ **For the bidder**

DATE: _____

*For Bidder Please initial each
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The conditions of this bid:*

ANNEXURE A: APPENDIX 4

DETAILS OF BIDDERS NEAREST OFFICE

Section A

1. Physical address of bidder:

2. Telephone No.:

--	--

3. Name of Laundry Service Project Officer (LPO)

--

4. Address:

5. ID Number:

*For Bidder Please initial each
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6. Telephone No.

--	--

7. Qualifications:

8. Experience:

Section B

1. If the contract is awarded to the bidder, an office will be established at:

2. Address:

I, the undersigned _____ in my capacity as _____

Duly authorised hereto, undertake to open and maintain an office at the address in **Section B** above from which the laundry service bid shall be conducted and managed during the term of the service.

SIGNED: _____
For the bidder

DATE: _____

*For Bidder Please initial each
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ANNEXURE B

ACCOUNTING SCHEDULES

APPENDIX 1: DAILY STATEMENT

The Daily Statement forms the basis of the accounting system through which claims and payments for services rendered by the Launderer to the Department is maintained. The Daily Statement is to be completed to reflect all the actual items of linen processed for that day. The Daily Statement must be completed for each day by the Launderer and certified correct by the Chief Executive Officer or his authorised representative.

APPENDIX 2: BROADSHEET

The Broad sheet reflects a summary of all linen items processed per month. The Broad sheet, with Daily Statements which support it attached hereto, is to be checked and certified as correct by the Chief Executive Officer (or any other designated and authorised hospital staff member) and must be attached to the monthly invoice for payment by the hospital in respect of all linen processed.

APPENDIX 3: MONTHLY INVOICE

The Monthly Invoice reflects a summary of all items of linen processed for the month, which forms the basis for the Launderer's claim for services rendered to the hospital. Before any payment of the amount thus claimed might be affected, the Chief Executive Officer or his authorised representative must ensure himself of the correctness of the amount claimed by the Launderer by auditing the Broad sheets supporting the Invoice for mathematical correctness and certification by an authorised hospital staff member. When the Chief Executive Officer or his authorised representative is absolutely certain that the furnished invoice is correct, he must certify thereto and hand the Invoice, with its supportive documents, over to the Hospital Accountant for payment.

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Inclusive of overhead costs

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ANNEXURE C

ON-SITE STAFF COMPLIMENT, SERVICE TIME ROSTER AND STANDARDS

1.1 Two laundry workers from the Successful Bidder will be provided to render the following services:

- Sorting, classification and counting of soiled linen;
- In the clean area the worker/s must receive clean linen, unpack and count it and assist in the clean linen area.

Contracting linen staff be adequately protected with:

- Company uniforms;
- Wear appropriate PPE's; and
- Be inoculated against Hepatitis B.

1. Time Roster

On-site staff

Monday to Friday – 7.00am to 16:00pm;

Public Holidays / Saturdays & Sundays – 7.00am to 16:00pm (when applicable).

2. Laundry Linen Production (Processing)

The processing of the contracted hospital's linen must occur at the contracted laundry site. During this processing, the wash programmes must not be interrupted to launder other institutions linen.

3. Laundry Bags

Each end-user area must be provided with an adequate amount of laundry bags with **stainless steel eyelets** to put in their soiled linen at ward level. The amount of linen used (as per the ward linen levels) at the various areas will determine the number of bags to be used. The service provider must provide the hospital with a buffer stock of 300 (three hundred) laundry bags at the commencement of the contract. These 300 laundry bags must be maintained by the contractor through the duration of the contract.

4. Vehicle

The Successful Bidder's vehicle must be at least a (6) six ton and able to cope with the huge amount of hospital linen.

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5. Contact details

The Successful Bidder must provide the hospital with a contact telephone number so that the Departmental Liaison Officer or the duly authorised representative may contact the Service provider at any reasonable time.

6. Load shedding

The successful bidder must have his own back-up generator to ensure service delivery is not compromised in cases of load shedding.

7. Laundry Manager

The successful bidder must appoint a Qualified Laundry Manager locally based with at least a 3-year managerial qualification or at least 10 years managerial experience at a Laundry with the commencing of the contract.

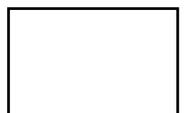
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ANNEXURE D

HANDLING OF FOULED LINEN (CENTRAL SLUICING DEPARTMENT)

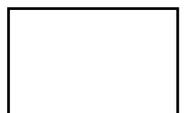
DEFINITIONS		ACTION
1.	Fouled linen: (Category B Yellow Bag)	N/A
1.1	Infectious Linen: (Category A Red Bag)	
1.2	Hazardous Linen: (Category C Yellow Bag)	
1.3	Vermin Infested: Double bagged, (Yellow Plastic Bag)	
2.	Sealed bag:	Supervisor/ Successful Bidder/ General Assistant
3.	Machine sluicing:	Successful Bidder/ General Assistant/Supervisor
4.	Linen bag:	Successful Bidder/ General Assistant/ Supervisor
5.	Wire tying tool:	Successful Bidder/ General Assistant/ Supervisor
6.	Label/labelled:	Successful Bidder/ General Assistant/ Supervisor
7.	Laundry list:	Supervisor/ Successful Bidder/ General Assistant

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The conditions of this bid:*



	DEFINITIONS		ACTION
8.	HAZARDS	All fouled linen is potentially infected and should be handled as such.	All linen area staff.
		Handle foul linen with special caution.	
		Minimum handling is recommended.	
		Appropriate protective clothing must be worn when working with fouled linen.	Successful Bidder/ General Assistant/ Supervisor
		The Central Sluicing Department is to be isolated from the linen bank by means of approved "barriers" to contain any bio-hazard.	
		It is mandatory that there must be compliance with the Occupational Health and Safety Act, 1993, SANS Code of Practise No. 10146 (4.2.8.1) 2010 and the Linen Policy of the WCGH.	
		The staff working here must be physically "fit" and must be inoculated against Hepatitis B.	
8.	PROCEDURE:		
8.1	Hazardous Fouled Linen:		
8.1.1	Infectious Linen (Red Bag)	Linen in this category must not be received in the linen bank or Central Sluicing Department. It is to be forwarded by the User Department directly for incineration.	Authorised Medical Staff
8.1.2	Hazardous Linen (Yellow Bag)	Linen in this category is not sorted. It is to be emptied directly into the sluice machine by the Central Sluicing Department.	Successful Bidder/ General Assistant/Linen Supervisor
8.1.3	Vermin Infested	Linen in this category will be put in a sealed, double bagged in a yellow plastic bag and kept for five days in order for the infester to die. After the five days the bag will be opened and be transported to the linen bank.	Nurse/ General Assistant

For Bidder Please initial each Page as proof of acceptance of The conditions of this bid:



	DEFINITIONS		ACTION
9.	General:	Once the machine-sluing process is completed, the linen for each ward/department/clinic/theatre is to be handed back to the Linen Bank Supervisor.	Successful Bidder/ General Assistant/Linen Supervisor
		When the items have been counted and entered onto the laundry list they must be placed and sealed into a laundry bag for transportation to the laundry for washing.	General Assistant/Successful Bidder/Linen Supervisor

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TECHNICAL CAPABILITIES QUESTIONNAIRE

NAME OF BUSINESS :
 DATE :
 CONTACT PERSON :

SUMMARY OF ASPECTS EVALUATED	SUMMARY OF PROCEDURES ANALYSIS				
Transportation of linen					
Sorting and classification					
Washing machines					
Tumble dryers					
Ironers/Press Equipment/Tunnel Finishers					
Storage of finished goods					
Staff training					
Total section					
% Achievement					

**DO NOT
COMPLETE
SAMPLE
ONLY**

SECTION 1		TRANSPORTATION OF LINEN				
1.1	Exterior cleanliness					
1.2	Interior cleanliness					
1.3	Vehicle cleaning and disinfection					
1.4	Separation of linen					
1.5	Work containers					
1.6	Packing of incoming work					
1.7	Van drivers					
	Total section					
	% Achievement					

**DO NOT
COMPLETE
SAMPLE
ONLY**

SECTION 2		SORTING AND CLASSIFICATION OF SOILED LINEN				
2.1	Cleanliness of sorting area					
2.2	Handling of work from vehicle					
2.3	Storage of soiled work					
2.4	Written procedure					
2.5	Work handling and sorting					
2.6	Classification of work item type					
2.7	Classification of work type fabric					
2.8	Classification of soiling levels					
2.9	Classification of colour					
2.10	Classification of user					
2.11	Size of area					
	Total section					
	% Achievement					

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SECTION 3		WASHING MACHINES				
3.1	Cleanliness of work area					
3.2	Cleanliness of equipment					
3.3	Condition of machinery					
3.4	Written procedures					
3.5	Process design: machine load					
3.6	Process design: wash time					
3.7	Process design: temperature					
3.8	Process design: chemicals					
3.9	Process design: dip levels					
3.10	Process design: extraction					
3.11	Process design: filtration					
3.12	Process design: moisture retention					
3.13	Working practices: handling					
3.14	Rewash procedure					
3.15	Operator knowledge					
	Total section					
	% Achievement					

SECTION 4		TUMBLE DRYERS				
4.1	Cleanliness of work area					
4.2	Condition of machine					
4.3	Maintenance and op. status					
4.4	Written procedures					
4.5	Process design: temperature					
4.6	Drying times					
4.7	Conditioning time					
4.8	Cool down time					
4.9	Moisture retention/drying time					
4.10	Working practice					
4.11	Finished article handling					
4.12	Inspection of article					
4.13	Operator knowledge					
	Total section					
	% Achievement					

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SECTION 5		IRONERS/PRESS EQUIPMENT/TUNNEL FINISHERS				
5.1	Cleanliness of work area					
5.2	Cleanliness of equipment					
5.3	Condition of machines					
5.4	Maintenance and op. status					
5.5	Folder condition and status					
5.6	Written procedure					
5.7	Process design: waxing					
5.8	Storage of wax sheet					
5.9	Process design: ironer speed					
5.10	Temperature					
5.11	Roll bed pressure of ironer					
5.12	Roll clothing size of ironer and press equipment					
5.13	Moisture retention: feeding area					
5.14	Handling procedure: feeding					
5.15	Finished article handling					
5.16	Inspection of article					
5.17	Operator knowledge					
	Total section					
	% Achievement					

SECTION 6		STORAGE OF FINISHED GOODS				
6.1	Segregation of classification					
6.2	Storage of packed finished items					
6.3	Packed quantities					
	Total section					
	% Achievement					

SECTION 7		STAFF TRAINING				
7.1	On the job training					
7.2	Written training procedure					
7.3	Monitoring procedures					
	Total section					
	% Achievement					

SECTION 8		CUSTOMER LIAISON				
8.1	Formal complaints procedure					
8.2	Monitoring customer demands					
8.3	Liaison meetings					
	Total section					
	% Achievement					

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SECTION 9		DISABLED PERSONS			
9.1	Number of disabled persons currently employed by your firm				
9.2	Adaptations to plant accommodate disabled persons.				
	Total section				
	% Achievement				

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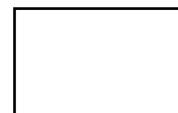
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LAUNDRY PROCESSING METHODS OF LINEN ITEMS

ALL HOSPITAL		WASH	IRON	DRY	FOLD
Blood Pressure Cuff	66	X	X	X	X
Blankets Bassinette	50	X	X	X	X
Blankets Cellulite	18A	X	X	X	X
Blankets Wool	18	X	X	X	X
Briefs Orthopaedic	166	X	X	X	X
Canvas Stretcher	41	X	X	X	X
Coats White	119	X	X	X	X
Covers Chair	ST	X	X	X	X
Covers Mattress	27	X	X	X	X
Covers Trendelenburg	37	X	X	X	X
Curtains	137A	X	X	X	X
Curtains Bed Screens	137B	X	X	X	X
Dresses Theatre Nurse	165	X	X	X	X
Gowns Operating Adult	163	X	X	X	X
Gowns Operating Child	164	X	X	X	X
Gowns Surgical L/S	110	X	X	X	X
Gown X-Ray	161	X	X	X	X
Jackets Bed Child	156	X	X	X	X
Leggings	170	X	X	X	X
Night Gowns 79 & 128A & 128C		X	X	X	X
Pillowcase	8	X	X	X	X
Screening Covers	39	X	X	X	X
Sheets A.B.D	51	X	X	X	X
Sheets Bed	1	X	X	X	X
Sheets Bassinette	99	X	X.	X	X
Sheets Couch	61	X	X	X	X
Sheets Draw	2	X	X	X	X
Sheets Winter	53	X	X	X	X
Shirts Surgeon	131	X	X	X	X
Shoes Operating		X	X	X	X
Towels Bath	7	X	X	X	X
Towels Dressing Plain	3	X	X	X	X
Towels Fenestrated	43	X	X	X	X
Towels Orthopaedic	GD	X	X	X	X
Towels Theatre Large	42A	X	X	X	X
Towels Theatre Medium	42B	X	X	X	X
Towels Theatre Small	42C	X	X	X	X
Towels Theatre Extreme	45	X	X	X	X
Trousers Long	125	X	X	X	X

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ALL HOSPITAL					
ARTICLE		WASH	IRON	DRY	FOLD
PRIVATE WARD LINEN					
Sheets Bed	1	X	X	X	X
Sheets Draw	2	X	X	X	X
Pillowcase	8	X	X	X	X
Towels Bath	7	X	X	X	X
Blankets Wool	18	X	X	X	X
Blankets Cellulite	18A	X	X	X	X
Covers Mattress	27	X	X	X	X
Gowns Operating Adult	163	X	X	X	X
Sheets Winter	53	X	X	X	X
Duvet Cover	DC	X	X	X	X
Duvet Inner	DI	X	X	X	X
Bath Mat	BM	X	X	X	X
Curtains Bed Screens	137B	X	X	X	X
Total					

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ANNEXURE F

HOS 058

WC: DEPARTMENT OF HEALTH / W.K.: DEPARTEMENT VAN GESONDHEID

CAT/KAT. 1905023

WARDLIST / SAALLYS

HOSPITAL: HOSPITAAL:	WARD: SAAL:					LAUNDRY: WASSERY:		RECEIVED: ONTVANG:		SENT: GESTUUR:			DATE: DATUM:	
Article Artikel	Code Kode	Owings B/F Verskul - dig O/B	Soiled Vuil	Clean Skoon	Owings C/F Verskul- dig B/O	Article Artikel	Code Kode	Owings B/F Verskul- dig O/B	Soiled Vuil	Clean Skoon	Owings C/F Verskul- dig B/O			
Sheets, Bed Lakens, Bed	1					Underpants, Child Onderbroek, Kind	97B							
Sheets, Draw, Bed Lakens, Trek, Bed	2					Track Pants, Adult Sweetpakbroek, Volwassene	98A							
Towels, Dressing Doeke, Verband	3					Track Pants, Child Sweetpakbroek, Kind	98B							
Towels, Huckaback Handoeke, Huckaback	4					Sheets, Basinet Lakens, Babawieg	99							
Towels, Bath Handoeke, Bad	7					Track Tops, Adult Sweetpaktop, Volwassene	99A							
Pillowcase, Bed Kussingslope, Bed	8					Track Tops, Child Sweetpaktop, Kind	99B							
Counterpanes, Bed Dekens, Bed	12					Shoes, Operating Skoene, Operasie	102							
Counterpanes, Cot Dekens, Kinderbedjie	13					O/K Sheet O/K Doek	105							
Blankets, Bed, Wool Komberse, Bed, Wol	18					Gowns, Surgical, Long Sleeves Japonne, Operasie, Langmou	110							
Blankets, Cellulites Komberse, Cellulites	18A					Jackets, Pyjama, Adult Baadjies, Pajamas, Volwassene	111A							
String Tou	20					Jackets, Pyjama, Child Baadjies, Pajamas, Kind	111B							
Towels, Glass, Kitchen Vadoek, Glas, Kombuis	23					Gowns, Dressing, Adult Kamerjaponne, Volwassene	112A							
Napkins, Rectangular Luiers, Reghoekig	24					Gowns, Dressing, Child Kamerjaponne, Kind	112B							
Shorts Kortbroeke	25					Pants, Pyjama, Adult Broeke, Pajamas, Volwassene	113A							
Jerseys, Female Truie, Dames	30C					Pants, Pyjama, Child Broeke, Pajamas, Kind	113B							
Jerseys, Male Truie, Mans	30D					Aprons, White Voorskote, Wit	115							
Laundry Bags Wasgoedsakke	32					Coats, White, Long Jasse, Wit, Lank	34/87 119							
Covers, Trendellenberg Oortreksels, Trendelenberg	37					Coats, White, Long Jasse, Wit, Lank	36/92 119							
Towels, Theater, Green, Large Doeke, Operasiesaal, Groen, Groot	42A					Coats, White, Long Jasse, Wit, Lank	38/97 119							
Towels, Theater, Green, Medium Doeke, Op-saal, Groen, M' maat	42B					Coats, White, Long Jasse, Wit, Lank	40/102 119							

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Page as proof of acceptance of
The conditions of this bid:*



HOSPITAL: HOSPITAAL:	WARD: SAAL:			LAUNDRY: WASSERY:		RECEIVED: ONTVANG:	SENT: GESTUUR:			DATE: DATUM:	
Article Artikel	Code Kode	Owings B/F Verskul - dig O/B	Soiled Vuil	Clean Skoon	Owings C/F Verskul- dig B/O	Article Artikel	Code Kode	Owings B/F Verskul- dig O/B	Soiled Vuil	Clean Skoon	Owings C/F Verskul- dig B/O
Towels, Theater, Green, Small Doeke, Operasiesaal, Groen, Klein	42C					Coats, White, Long Jasse, Wit, Lank	42/107 119				
Towels, Fenestrated Doeke, Venster	43					T-Shirts T-Hempde	121A				
Towels, Orthopedic Doeke, Ortopedies	45					T-Shirt, Child T-Hemp, Kind	121B				
Bibs/ Feeders Borslappe	48					Dresses, Adult Rokke, Volwassene	123				
Blankets, Bassinet Komberse, Babawieg	50					Gowns, Surgical, Short Sleeves Oorjasse, Operasie, Kortmou	124				
Shirt, Adult Hemp, Volwassene	50A					Trousers, White Broeke, Wit	125				
Shirt, Child Hemp, Kind	50B					Nightgowns, Adult Nagrokke, Volwassene	128A				
Sheets, Abdominal Lakens, Abdominaal	51					Nightgowns, Child Nagrokke, Kind	128B				
Socks, Operation, Large Kouse, Operasie, Groot	52A					Curtains, Screen Gordyn, Skerm	137A				
Socks, Operation, Small Kouse, Operasie, Klein	52B					Curtains, Window Gordyne, Venster	137B				
Sheets, Winter Lakens, Winter	53					Knickers, Girls Pofbroeke, Dogters	157A				
Lithotomy sheet opeing-legging Beensloop	58					Gowns, x-Ray Japonne, X-Straal	161				
Sheets, Couch Lakens, Ondersoektafel	61					Gowns, Operation, Adult Operasiejurke, Volwassene	163				
Nightgown, Infant Nagjurkies, Baba	79					Gowns, Operation, Child Operasiejurke, Kind	164				
Vest, Adult Frokke, Volwassene	83A					Briefs, Orthopedic Amperbroeke, Ortopedies	166				
Vest, Child Frokke, Kind	83B					Panties, Child Panties, Kind	166A				
Boots, Operating Stewels, Operasie	87					Bloomers Bloemers	166B				
Covers, Mattress, Cot Oortreksels, Matras, Kinderbedjie	93A					Leggings, Perineal Oortreksels, Been	170				
Blouses Bloese	94B					Eye Sheet Oogdoek	189				
Skirt, Adult Romp, Volwassene	96A					Brainsheet Breinlaken	190				
Skirt, Child Romp, Kind	96B					Openhart Opehart	195				
Underpants, Adult Onderbroek, Volwassene	97A										
Signature/HOSPITAL Handtekening/HOSPITAAL						Signature/HOSPITAL Handtekening/HOSPITAAL					

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LAUNDRY BAG SPECIFICATION

Specifications for the supply of laundry bags for all Healthcare Facilities within the Western Cape Government: Health

SPECIFICATION DETAILS

- 1. Applicable Standards:**
 - 1.1 The latest issues of the following standard form part of this specification: SANS 0101 - Standard nomenclature for stitches, seams and stitching.
- 2. Scope:**
 - 2.1 This specification covers the material, cut and make of Laundry Bags.
- 3. Requirements:**
 - 3.1 Materials**
 - 3.1.1 All materials used in the manufacture of the bags specified herein shall be sourced and supplied by the manufacturer.
 - 3.1.1.1 **Fabric:**
The Fabric used for the manufacture of the Laundry Bags described in this Specification shall be as follows:
Type: 300D being 100% Polyester Twill.
Construction: 300D x 300D x 110T.
Weight: Approximately 200gsm with maximum 5% tolerance either way.
 - 3.1.1.2 **Eyelets:**
Eyelets used shall be of acceptable **stainless steel or intrinsically corrosion resistant metal eyelets having an inside diameter of 15mm.**
 - 3.1.1.3 **Webbing:**
Webbing used for handles shall be 25mm wide with a minimum breaking strength at 100kg and the colour shall be an acceptable match to that of the fabric used.
 - 3.1.1.4 **Sewing Thread:**
A white core-spun thread having a breaking strength of at least 35N(Newton) and a linear density compatible with the fabric as described above. The colour shall be an acceptable match to that of the fabric used.
- 4. Workmanship:**
 - 4.1 The workmanship applied to the manufacture of the Laundry Bags shall be of a high standard and free of any defects.

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SPECIFICATION DETAILS

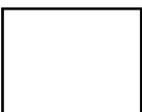
5. **Style:**

- 5.1 The Laundry Bag shall be square with a base size of 500mm x 500mm and have a finished height of 900mm.
- 5.2 The fabric at the bottom of the bag shall be turned up sufficient to cause a 100mm reinforcing hem to be formed.
- 5.3 The Fabric at the top of the bag shall be turned down sufficient to cause a 50mm reinforcing hem to be formed.
- 5.4 There shall be a double base sewn into the bottom of the bag.
- 5.5 There shall be 10 (ten) evenly spaced eyelets inserted into the top reinforcing hem.
- 5.6 There shall be 2 (two) side handles attached on opposite sides of the bag. These handles shall have a reinforcing patch sewn on at the joint with the bag and shall be situated in the middle of two opposite sides of the bag and shall be 350mm from the middle of the reinforcing patch to the top of the bag.
- 5.7 These handles shall have a spacing of 100mm and a 350mm minimum free space There shall be 8 (eight) rows of stitching, Type 301, attaching the reinforcing patch to the webbing handles to the body of the bag.
- 5.8 There shall be 1 (one) bottom handle attached to the base of the bag. This handle shall have a minimum free space of 130mm and shall be attached to the base using a block and cross sewing method with stitch Type 301.
- 5.9 There shall be 4 (four) trolley Tags attached to the top Reinforcing Hem. These Trolley Tags shall form a rectangle with the spacing from centre to centre of the tags being 640mm and 360mm respectively. These Trolley Tags shall have a Free Space of 30mm and shall be attached using a Block and Cross sewing method with stitch Type 301.

6 **Stitching:**

- 6.1 All stitching shall be in accordance with SANS 0101 and shall be between 28 and 32 stitches per 100mm.
- 6.1.1 All Block and Cross stitches to have an outside block measuring 15mm x 25mm and stitches to be 4mm in Length. (Type 301)
- 6.1.2 All Side Seams down the length of the bag to be Minimum Double Row of Stitching.
- 6.1.3 The Double Base to be inserted using a Double Needle Chain stitch and a Single row of Lock stitch. (Type 301)
- 6.1.4 All Chain stitch to be 3mm Stitch Length.
- 6.1.5 All Lock stitch to be 4mm Stitch Length. (Type 301)

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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), Public Finance Management Act (PFMA) Supply Chain Management (SCM) Instruction No. 3 of 2021/2022 - SBD 4 Declaration of Interest, 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. Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
3. 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).
4. The status of enterprises and persons listed on the National Treasury's Register for Tender Defaulters will be housed on the ePS. Institutions may not under any circumstances procure from enterprises and persons listed on the Database of Tender Defaulters.
5. The status of suppliers listed on the National Treasury's Database of Restricted Suppliers will be housed on the ePS; however, it remains incumbent on institutions to check the National Treasury Database of Restricted Suppliers before the conclusion of any procurement process. For suppliers listed as restricted, institutions must apply due diligence and risk assessment before deciding to proceed with procurement from any such supplier.

6. **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;

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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;

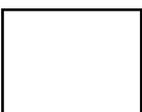
“Controlling interest” means, the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise;

“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 any 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 not to do anything, of which the person is guilty of the offence of corruption.

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“**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.

7. 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.

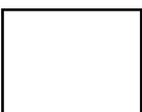
a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either have:

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- (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.
8. 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.
9. 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; disclosure is found not to be true and complete; or failed to perform on any previous contract.
10. 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.
11. 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.
12. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.
13. 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.

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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.

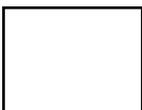
C1.	Did the entity conduct business with an organ of state in the last twelve months? (If yes complete Table C)	NO	YES
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C2. TABLE C

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 prohibited from 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 terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)?					NO	YES
<i>(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to (012) 326 5445.)</i>					<i>icon "Register for facsimile number"</i>	
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 five years 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

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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 have read understand the content of the document;
- iii. that I have arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
- iv. that 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, specification, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates;
- v. 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 date and time of the official bid opening or of the awarding of the contract; and
- vi. that there have been no consultations, communications, agreements or arrangements made with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and that my entity was not involved in the drafting of the specifications or terms of reference for this bid.

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:
.....

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PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND THE WESTERN CAPE GOVERNMENT'S 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 MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE TO THE BID, PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND CODES OF GOOD PRACTICE

1. DEFINITIONS

- 1.1 **“Acceptable bid”** means any bid which complies in all respects with the specifications and conditions of bid as set out in the bid 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, which 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 codes of good practice of 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 a price that is only subject to adjustments in accordance with an actual increase or decrease resulting from the change, imposition or abolition of customs or excise duty and any other duty, levy, or tax, which is binding on the contractor in terms of the law or regulation 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 bid for goods and services and includes all applicable taxes less all unconditional discounts;

- 1.16 **Proof of B-BBEE status level contributor** means –
- The B-BBEE status level certificate issued by an authorized body or person;
 - A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
 - Any other requirements 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 South African currency 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 services through price quotations, competitive bidding processes 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 to originate 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, which produces revenue for the organ of state, and includes but is not limited to leasing and disposal of assets and concessions contracts, but excludes 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 for such property to be administered for the benefit of another person.

2. GENERAL CONDITIONS

- 2.1 The following preference points 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)
 - the **90/10 system** for requirements with a Rand value **above R50 000 000** (all applicable taxes included).
- 2.2 Preference points system for this bid:
- The value of this bid is estimated **to exceed/not exceed R50 000 000** (all applicable taxes included) and therefore the preference points system shall be applicable; or
 - Either the **80/20 or 90/10** preference points system will be applicable to this bid.
(Delete whichever option is not applicable to this bid)

2.3 Preference points for this bid 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	100

2.5 Failure on the part of a bidder to complete and 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, along with the bid, or an affidavit issued by the 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 organ of state.

3. ADJUDICATION USING A POINT SYSTEM

3.1 Subject to Regulation 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 bidder must submit proof of its B-BBEE status level to claim points for B-BBEE.

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

- (a) points out of **80/90** for **price**; and
- (b) 0 points out of **20/10** for **B-BBEE**.

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

3.5 If 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 Per Regulation 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, which justifies the award to another bidder provided that it has been stipulated upfront in the bid conditions.

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

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

4. FORMULAE FOR PROCUREMENT OF GOODS & SERVICES

4.1 POINTS AWARDED FOR PRICE

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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{80/20} \qquad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{90/10}$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

5.1 POINTS AWARDED FOR PRICE

$$P_s = 80 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right) \quad \text{80/20} \qquad P_s = 90 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right) \quad \text{90/10}$$

Where

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\max} = Price of highest acceptable bid

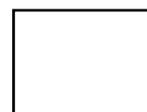
6. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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 following table:

B-BBEE Status Level of Contributor	No of points (90/10 system)	No 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.

For Bidder Please initial each
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- 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** must submit a valid, originally certified copy of an affidavit confirming turnover and level of black ownership, or an affidavit issued by Companies Intellectual Property Commission, as well as declare its empowering status.
- 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 bid.
- 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 CLAIMED IN TERMS OF PARAGRAPH 5

8.1 B-BBEE Status Level: = *(maximum of 20 points in terms of 80/20)*

8.2 B-BBEE Status Level: = *(maximum of 10 points in terms of 90/10)*

(Points claimed in paragraphs 8.1 & 8.2 must correspond with the table in paragraph 5.1 and must be substantiated by 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 bid).

9. SUB-CONTRACTING

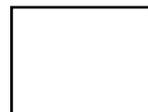
9.1 Will any portion of the contract be sub-contracted? *(delete which is not applicable)* **YES/NO**

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? *(delete which is not applicable)*
YES/NO

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

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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 (Select applicable option)
- Partnership/Joint venture consortium
 - One-person business/sole propriety
 - Close corporation
 - Public company
 - Personal liability company
 - (Pty) Ltd
 - Non-profit company
 - State-owned company

10.5 I/we, the undersigned, who am/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 8 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 130 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 to secure a particular B-BBEE status or any benefit associated with compliance with 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, any procurement officer or any official from another organ of state or public entity becomes aware of the attempted or actual commission of any offence referred to in paragraph 10.5 (b), this will be reported to an appropriate law enforcement agency for investigation,

(d) any person convicted of an offence by a court in the case of contravention of paragraph 10.5 (b) is liable to a fine or 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 investigate the matter if it becomes aware that a bidder may have obtained its B-BBEE status level fraudulently. If the investigation warrants the imposition of a restriction, this will be referred to the National Treasury for investigation, processing and restriction of the bidder on the National Treasury's List of Restricted Suppliers. After the *audi alteram partem* (hear the other side) rule has been applied, the bidder or

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contractor, its shareholders and directors, or only the shareholders and directors who acted fraudulently, may be restricted from obtaining business from any organ of state for a period not exceeding 10 years,

- (f) in addition to any other remedy it may have, the organ of state may -
 - (i) disqualify the bidder from the bid process,
 - (ii) recover costs, losses or damages it has incurred or suffered as a result of that bidder's conduct,
 - (iii) cancel the contract, and, having had to make less favourable arrangements due to such cancellation, claim any damages it has suffered from the contractor, and
 - (iv) 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:

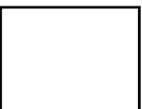
ADDRESS:

WITNESSES:

1.

2.

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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.

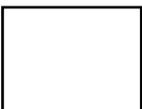
- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict,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

General Conditions of Contract

1. Definitions

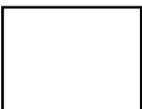
1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed 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

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when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.



- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

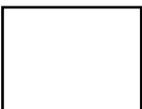
5. Use of contract documents and information; inspection.

- 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 paragraph 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC paragraph 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.

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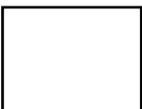
7. Performance Security

- 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.

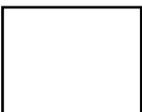
8. Inspections, tests and analyses

- 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 paragraphs 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 paragraphs 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 paragraphs 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 analysed 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 paragraphs 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 Paragraph 23 of GCC.

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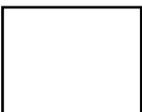
- 9. Packing**
- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
- 10. Delivery and documents**
- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.
- 11. Insurance**
- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
- 12. Transportation**
- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
- 13. Incidental services**
- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts**
- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and



(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

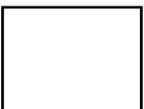
- 15. Warranty**
- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

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- 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 Paragraph 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 Paragraph 22, unless an extension of time is agreed upon pursuant to GCC Paragraph 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 Paragraph 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 Paragraph 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 Paragraph 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

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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.

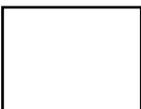
These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

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

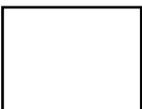
24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount 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

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- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Paragraphs 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.
- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Paragraph 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.
- 28. Limitation of Liability**
- 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.

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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.

34.1 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 Prohibition of Restrictive practices

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.

34.2 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.

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