



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

BID NUMBER: **WCGHSC0391/2023**

CLOSING DATE: **FRIDAY, 30 JUNE 2023**

CLOSING TIME: **11:00AM**

PROVISION OF A LAUNDRY AND LINEN MANAGEMENT SERVICE AT WORCESTER AND BREWELSKLOOF HOSPITALS AND A LAUNDRY SERVICE AT ROBERTSON, MONTAGU AND CERES HOSPITALS UNDER THE CONTROL OF THE WESTERN CAPE GOVERNMENT DEPARTMENT OF HEALTH FOR A FIVE (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. **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** in the foyer of the. **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, Mr Johan Van Wyk at (021) 834 9007 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.

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)
BID OPENED 11:00

2023 - 06 - 30

1).....
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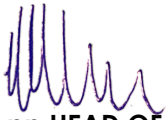
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The B-BBEE status **on form WCBD 6.1 in your bid document** will be used to evaluate the bid, **not your B-BBEE status on the CSD**. Please complete your claims for **both the 80/20 and 90/10 preference points systems** in the WCBD6.1, as well as the 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).

Please refer all technical/specifications enquiries to the officials mentioned in WCBD 1 & page 7.



C Munnik

pp HEAD OF DEPARTMENT

DATE: 31/05/2023

WESTERN CAPE GOVERNMENT: HEALTH	
DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)	
BID OPENED 11:00	
2023 – 06- 30	
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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:	WCGHSC0391/2023	CLOSING DATE:	30 JUNE 2023	CLOSING TIME: 11:00
DESCRIPTION	PROVISION OF A LAUNDRY AND LINEN MANAGEMENT SERVICE AT WORCESTER AND BREWELSKLOOF HOSPITALS AND A LAUNDRY SERVICE AT ROBERTSON, MONTAGU AND CERES HOSPITALS UNDER THE CONTROL OF THE WESTERN CAPE GOVERNMENT DEPARTMENT OF HEALTH 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			SPECIFICATIONS/TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Mr Johan Van Wyk	CONTACT PERSON	Mr Arthur Jantjies	
TELEPHONE NUMBER	021 834 9007	TELEPHONE NUMBER	021 918 1702 / 071 284 9172	
FACSIMILE NUMBER	n/a	FACSIMILE NUMBER	n/a	
E-MAIL ADDRESS	Johannes.VanWyk2@westerncape.gov.za	E-MAIL ADDRESSES	Arthur.Jantjies@westerncape.gov.za	
SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)
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1).....
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SIGNED

CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	WCSD REGISTRATION NO.		AND	CSD No:	MAA A
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 ACREDITATIO N 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]					

WESTERN CAPE GOVERNMENT: HEALTH

DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)

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1).....

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SIGNED

PART A INVITATION TO BID

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.	

WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (G & S SOURCING) BID OPENED 11:00	
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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 (WCBD7.1).**

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 AND CSD NUMBER AS MENTIONED IN 2.2 ABOVE.
- 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:

WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (G & S SOURCING) BID OPENED 11:00	
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NOTICE TO ALL BIDDERS

COMPULSORY INFORMATION MEETING & SITE VISITS WILL BE HELD

PROVISION OF A LAUNDRY AND LINEN MANAGEMENT SERVICE AT WORCESTER AND BREWELSKLOOF HOSPITALS AND A LAUNDRY SERVICE AT ROBERTSON, MONTAGU AND CERES HOSPITALS UNDER THE CONTROL OF THE WESTERN CAPE GOVERNMENT DEPARTMENT OF HEALTH FOR A FIVE (5) YEAR PERIOD

The contract period will be for a five (5) year term.

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

BIDDERS NOT ATTENDING TO COMPULSORY INFORMATION MEETING AND SITE VISITS WILL NOT BE CONSIDERED.

PLEASE KEEP STRICTLY TO TIME OF COMPULSORY INFORMATION MEETING AS LATE BIDDERS WILL NOT BE ALLOWED TO CONTINUE WITH THE MEETING AND SITE VISITS. 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 meeting.

INSTITUTION	DATE	TIME	FOR DIRECTIONS & ENQUIRIES PLEASE CONTACT:
Worcester Hospital (Auditorium)	19 June 2023	10:00	Giselle Piet – 023 348 1125
Brewelskloof Hospital	19 June 2023	12:00	Lena Jendrissek – 023 348 1397 Deidre Hartnick – 023 348 1343
Ceres Hospital	19 June 2023	14:00	Warren Owen– 023 316 9601
Robertson Hospital	20 June 2023	10:00	Emma Volschenk / Graham Petersen – 023 626 8567 / 8611
Montagu Hospital	20 June 2023	12:00	Emma Volschenk / Graham Petersen – 023 626 8567 / 8611

THE COMPLETION OF THE ATTENDANCE REGISTER FOR EACH HOSPITAL WILL CONSTITUTE PROOF OF ATTENDANCE.

NB: FAILURE TO ATTEND THE COMPULSARY MEETING AND SITE VISITS WILL INVALIDATE YOUR OFFER.

WESTERN CAPE GOVERNMENT: HEALTH
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WESTERN CAPE GOVERNMENT: HEALTH
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BID OPENED 11:00

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SIGNED SIGNED

BID NO. WCGHSC0391/2023

SPECIFICATION FOR THE PROVISION OF

LAUNDRY SERVICES FOR WORCESTER,

ROBERTSON, MONTAGU,

BREWELSKLOOF AND CERES HOSPITALS

FOR A FIVE (5) YEAR PERIOD

WESTERN CAPE GOVERNMENT HEALTH
PROVISION OF A LAUNDRY SERVICE FOR WORCESTER, ROBERTSON, MONTAGU,
BREWELSKLOOF AND CERES HOSPITALS
BID NO. WCGHSC0391/2023

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PREAMBLE

The Department of Health, on behalf of **WORCESTER, ROBERTSON, MONTAGU, BREWELSKLOOF AND CERES HOSPITALS**, hereby invites bids from reputable and recognised laundering concerns for the transport and processing of linen at the contractor's own premises. The basis of the proposed contract is that the contractor collects soiled linen from the hospitals, processes it at his own premises and returns the linen to the hospitals. Included in this service are the sorting, counting and listing of the soiled linen per ward or department, mending of linen, the sluicing of fouled linen, a 24-hour turn-around time, seven (7) days a week. The contractor must implement a shift system that operates 24/7, 7 days per week. The contractor must provide his own numbered laundry bags and will be responsible for the cleaning and maintenance of these bags at no cost to the department and the performance of laundry tests as requested in this document. It also includes the assistance of laundry staff from the contractor side to the hospital when necessary and the cleaning and disinfecting of the laundry vehicle. The contractor will charge a fixed price per piece of linen for the above services.

2. The Successful Bidder will be required to enter into Service Level Agreements with the hospitals upon notification of the award of the contract.
3. Bidders are requested to bid a price per piece for the processing of linen, inclusive of overhead costs
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 80/20 or 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 services for the five (5) hospitals will be combined and the term of the contract will be five years.
8. All prospective bidders must visit the abovementioned hospitals to acquaint themselves with the laundry service requirements and the hospital layout.

NOTE: Because of the geographical layout of the hospital complexes the contractor must collect the soiled linen and deliver the clean linen to the individual wards where applicable.

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SECTION 1

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.

State, Administration, Department: The Republic of South Africa and/or WCDH according to the context of the sentence in which it appears.

The Launderer, Bidder/Contractor: 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.

Contract: Comprises the full documentation attached hereto, which will form the basis of the agreement that results from the acceptance of a bid.

Hospital: The hospital as represented by its Management which resorts under the WCDH.

Western Cape Government Health (WCGH): The WCDH under which the institution falls, and who called for the bid for the laundry service, required in terms hereof.

Management Staff: Any management staff provided by the contractor.

Laundry Service Staff: Any laundry service staff provided by the contractor.

Laundry Specifications: The schedule of linen to be processed, quantities and quality to be supplied by the contractor to the hospitals, which must be fully adhered to, and which is to be paid for by the Department.

Laundry Guidelines: A guideline of linen types, quantities and quality to be processed by the contractor which serves as a guideline for bid and evaluation purposes only (upon which bid prices must be based).

Linen Service Invoice: 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 Contractor to the hospitals.

Successful Bidders: Contractors with the infrastructure and technical ability to successfully undertake large scale laundering duties.

WESTERN CAPE GOVERNMENT: HEALTH	
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SECTION 2

WCBD 3.2

FINANCIAL SUMMARY

CONTRACT PERIOD : 5 YEARS

INSTITUTIONS: WORCESTER, ROBERTSON, MONTAGU,
BREWELSKLOOF AND CERES HOSPITALS

NAME OF BIDDER :

VALIDITY : ONE HUNDRED & TWENTY (120) DAYS
BID PRICES IN SA CURRENCY - VAT MUST BE INCLUDED IN THE BID PRICE

- 1. FLAT RATE PER PIECE FOR THE PROCESSING OF LINEN (INCLUSIVE OF OVERHEAD COSTS).**
2. The bid price shall be firm for each year of the contract subject only to the factors indicated in paragraph 1 (Firm prices) of the WCBD 3.2/2.
3. The prices per piece as indicated below will be paid by the Department.
4. Pricing structure make provision for 2 options for cost comparison purposes: Option 1: Cost per piece including RFID. Option 2: Cost per piece excluding RFID. The option selected will be the Departments preference. The BEC will select the option that would be most cost-effective for the Department.

OPTION 1 – INCLUDING RFID					
LAUNDRY SERVICE: Estimated Monthly Quantity	Bid price per piece per month, including VAT				
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Worcester Hospital: 83 000 pieces processed, inclusive of overhead costs	R	R	R	R	R
Brewelskloof Hospital: 13 000 pieces processed, inclusive of overhead costs	R	R	R	R	R
Ceres Hospital: 12 000 pieces processed, inclusive of overhead costs	R	R	R	R	R
Robertson Hospital: 8 500 pieces processed, inclusive of overhead costs	R	R	R	R	R
Montague Hospital: 5 000 pieces processed, inclusive of overhead costs	R	R	R	R	R

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OPTION 2 – EXCLUDING RFID					
LAUNDRY SERVICE: Estimated Monthly Quantity	Bid price per piece per month, including VAT				
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Worcester Hospital: 83 000 pieces processed, inclusive of overhead costs	R	R	R	R	R
Brewelskloof Hospital: 13 000 pieces processed, inclusive of overhead costs	R	R	R	R	R
Ceres Hospital: 12 000 pieces processed, inclusive of overhead costs	R	R	R	R	R
Robertson Hospital: 8 500 pieces processed, inclusive of overhead costs	R	R	R	R	R
Montague Hospital: 5 000 pieces processed, inclusive of overhead costs	R	R	R	R	R

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SECTION 3

ADDITIONAL BID CONDITIONS

1. INSTITUTION

- 1.1 The bidder shall bid for a laundry service for the hospitals as indicated in the bid documents subject to the terms and conditions as indicated hereunder and in the specifications.

2. CONDITIONS

2.1 GENERAL

- 2.1.1 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.
- 2.1.2 The bid forms may not be re-typed or re-drafted, photocopies may be prepared and used but must be signed in the original.
- 2.1.3 Black or red ink shall be used to fill in bids.
- 2.1.4 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.
- 2.1.5 Unless specifically provided for in the bid invitation, no bid by telegram, telex or fax will be considered.
- 2.1.6 These conditions form part of the bid and failure to comply herewith may invalidate a bid.
- 2.2 The following documents form an integral part of this specification:
- 2.2.1 (a) Forms WCBD 1, WCBD 3.2 and WCBD 6.1.
(b) Definitions
(c) Financial Summary
(d) Additional Bid Conditions
(e) Bid Specifications
(f) Laundry Specifications
(g) Laundry Bag Specifications
(h) Annexures A-C
(i) Sworn Affidavit – B-BBEE/Qualifying Small Enterprise
(j) General Conditions of Contract (GCC)
- 2.2.2 Bidders must bid in accordance with the requirements stipulated in the Financial Summary Section 2 of the bid documents, which are attached as annexures.
- 2.2.3 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.

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3. QUALIFICATIONS OF BIDDERS

- 3.1 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 South African National Standards (SANS) 10146: 2012 Code of Practice (Laundry Processes and Management).
- 3.2 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).
- 3.3 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).
- 3.4 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 hospitals. (Annexure A: Appendix 3).
- 3.5 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 WCDH 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.

4. EVALUATION CRITERIA

- 4.1 The bids will be evaluated according to the 90:10 or 80:20 Procurement Preference Points System. **SEE THE ATTACHED WCBD 6.1**
- 4.2 **Skills and capabilities.**
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: 2012 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.)**
- 4.3 Bidders will be requested to do a presentation on the provision of the laundry and linen (Worcester only) management service.

5. **CURRICULUM VITAE**

The bidder must supply the curriculum vitae of the member of staff, who is sufficiently qualified and will manage the production plant on-site for the duration of the contract, the specialist laundry service operation of the hospitals within 14 days before the commencement of the contract.

6. **DETAILS OF BIDDER'S NEAREST OFFICE TO THE LOCATION OF THE CONTRACT**

6.1 Minimum requirements: physical address

For the promotion of efficient liaison between the Department and the bidder it is imperative that the bidder, after being awarded the contract, shall ensure that they have an office on the premises of the laundry. (See Annexure A - Appendix 4 and 4A)

6.2 The bid will be evaluated subject to an established operational laundry be available for inspection by the Bid Evaluation Committee in terms of clause 6.1.

7. **CONTRACT PERIOD AND BID PRICE**

7.1 The contract shall be for a period of five years, where after a new bid will be invited.

7.2 The bid price(s) must be quoted inclusive of VAT.

8. **VALIDITY PERIOD OF BID**

8.1 Bid validity period is 120 days from the closing date of the bid.

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9. **DATE AND COMMENCEMENT OF SERVICE**

9.1 The successful bidder will be required to start the service as from a date mutually agreed upon, which date will be the start of the five-year contract period.

9.2 The mutually agreed upon date must be within one month after the successful bidder has been awarded the contract.

9.3 The Deputy Director: Laundry Services will act as the Departmental Liaison Officer who will monitor the progress of the establishment of the laundry and who will carry out physical inspections of the site with a representative of the successful contractor.

9.4 The successful bidder must comply with all the requirements of the specifications and the laundry must be adequately equipped with the staff and equipment to launder the linen in terms of this contract.

10. COMPULSORY INFORMATION SESSION

10.1 All prospective bidders must visit the hospitals listed below to acquaint themselves with the laundry service requirements and the layout of the hospitals.

10.2 Compulsory information session and site meetings will be held as follows:

INSTITUTION	DATE	TIME	FOR DIRECTIONS & ENQUIRIES PLEASE CONTACT:
Worcester Hospital (Auditorium)	19 June 2023	10:00	Giselle Piet – 023 348 1125
Brewelskloof Hospital	19 June 2023	12:00	Lena Jendrissek – 023 348 1397 Deidre Hartnick – 023 348 1343
Ceres Hospital	19 June 2023	14:00	Warren Owen– 023 316 9601
Robertson Hospital	20 June 2023	10:00	Emma Volschenk / Graham Petersen – 023 626 8567 / 8611
Montagu Hospital	20 June 2023	12:00	Emma Volschenk / Graham Petersen – 023 626 8567 / 8611

IMPORTANT: The attendance register must be completed at each hospital.

Any enquiries regarding the bidding procedures may be directed to Johan van Wyk - Tel.: 021 834 9007.

Any enquiries regarding technical information may be directed to Arthur Jantjies – Tel.: 021 918 1702 / Mobile: 071 284 9172.

11. LAUNDRY AND LINEN STAFF

11.1 The successful bidder shall employ on his own conditions of service, all laundry service staff required for this contract.

11.2 The contractor must supply additional staff for clean and soil linen counting when required by the hospitals.

12. ALTERATION OF DOCUMENTS

12.1 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.

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13. TRANSFER AND CESSION

- 13.1 The successful bidder must render the proposed laundry service himself and the use of subcontractors will not be allowed without the Department's prior written permission.
- 13.2 The successful bidder may not cede, transfer, sell or alienate in any way this contract or any part thereof to any other person or company within the first six months of the contract period.

14. BREACH AND TERMINATION

- 14.1 Should either party commit a breach of provisions of this 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 this 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 this contract.
- 14.2 The Department shall in collaboration with the contractor, be entitled to determine the value of items of linen that went missing whilst in the care of the contractor and to subtract the amount of such value of the missing items from any amount due to the Department by the contractor.
- 14.3 The contractor agrees that during the last 6 (six) months of the duration of the contract, the hospitals premises may be viewed at any reasonable time by prospective bidders accompanied by the Linen/Laundry Liaison Officer of the respective hospital.

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TECHNICAL CAPABILITIES QUESTIONNAIRE

NAME OF BUSINESS :
DATE :
CONTACT PERSON :

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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					
Customer liaison					
Disabled Persons					
Total section					
% Achievement					

**DO NOT COMPLETE
SAMPLE ONLY**

SECTION 1		TRANSPORTATION OF LINEN				
1	Exterior cleanliness					
2	Interior cleanliness					
3	Vehicle cleaning and disinfection					
4	Separation of linen					
5	Work containers					
6	Packing of incoming work					
7	Van drivers					
	Total section					
	% Achievement					

**DO NOT COMPLETE
SAMPLE ONLY**

SECTION 2		SORTING AND CLASSIFICATION OF SOILED LINEN				
1	Cleanliness of sorting area					
2	Handling of work from vehicle					
3	Storage of soiled work					
4	Written procedure					
5	Work handling and sorting					
6	Classification of work item type					
7	Classification of work type fabric					
8	Classification of soiling levels					
9	Classification of colour					
10	Classification of user					
11	Size of area					
	Total section					
	% Achievement					

**DO NOT COMPLETE
SAMPLE ONLY**

SECTION 3		WASHING MACHINES				
1	Cleanliness of work area					
2	Cleanliness of equipment					
3	Condition of machinery					
4	Written procedures					
5	Process design: machine load					
6	Process design: wash time					
7	Process design: temperature					
8	Process design: chemicals					
9	Process design: dip levels					
10	Process design: extraction					
11	Process design: titration					
12	Process design: moisture retention					
13	Working practices: handling					
14	Rewash procedure					
15	Operator knowledge					
	Total section					
	% Achievement					

**DO NOT COMPLETE
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SECTION 4		TUMBLE DRYERS				
1	Cleanliness of work area					
2	Condition of machine					
3	Maintenance and op. status					
4	Written procedures					
5	Process design: temperature					
6	Drying times					
7	Conditioning time					
8	Cool down time					
9	Moisture retention/drying time					
10	Working practice					
11	Finished article handling					
12	Inspection of article					
13	Operator knowledge					
	Total section					
	% Achievement					

**DO NOT COMPLETE
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SECTION 5		IRONERS/PRESS EQUIPMENT/TUNNEL FINISHERS				
1	Cleanliness of work area					
2	Cleanliness of equipment					
3	Condition of machines					
4	Maintenance and op. status					
5	Folder condition and status					
6	Written procedure					
7	Process design: waxing					
8	Storage of wax sheet					

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9	Process design: ironer speed					
10	Temperature					
11	Roll bed pressure of ironer					
12	Roll clothing size of ironer and press equipment					
13	Moisture retention: feeding area					
14	Handling procedure: feeding					
15	Finished article handling					
16	Inspection of article					
17	Operator knowledge					
	Total section					
	% Achievement					

SECTION 6		STORAGE OF FINISHED GOODS				
1	Segregation of classification					
2	Storage of packed finished items					
3	Packed quantities					
	Total section					
	% Achievement					

**DO NOT COMPLETE
SAMPLE ONLY**

SECTION 7		STAFF TRAINING				
1	On the job training					
2	Written training procedure					
3	Monitoring procedures					
	Total section					
	% Achievement					

**DO NOT COMPLETE
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SECTION 8		CUSTOMER LIAISON				
1	Formal complaints procedure					
2	Monitoring customer demands					
3	Liaison meetings					
	Total section					
	% Achievement					

**DO NOT COMPLETE
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SECTION 9		DISABLED PERSONS				
1	Number of disabled persons currently employed by your firm					
2	Adaptations to plant accommodate disabled persons.					
	Total section					
	% Achievement					

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SECTION 4

SPECIFICATIONS: BID NO. WCGHSC0391/2023

WESTERN CAPE GOVERNMENT

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LAUNDRY SERVICE FOR THE WORCESTER, ROBERTSON, MONTAGU, BREWELSKLOOF AND CERES

HOSPITALS

1. OVERVIEW OF SERVICE

- 1.1 Bids to be submitted for the establishment and operation of a laundry service for the Worcester, Robertson, Montagu, Brewelskloof and Ceres Hospitals with a presentation of how this will be achieved.
- 1.2 The Bidders must consult with the Deputy Director: Laundry Services in regard to the laundry requirements of the hospital to determine the specific laundry needs.

2. SCOPE OF THE SERVICE

The laundering service is to be a total integrated service managed and staffed by the contractor on a 7- day per week basis with a 24-hour after –hours cover for emergencies, that includes the following:-

- 2.1 To collect soiled linen from the hospitals on a 24 hour turn-around time, seven (7) days a week, the sorting and counting and listing of the soiled linen and the treating of linen requiring sluicing (**Bidders deviating from this specification where the proposal is for a reduced service must ensure that they provide adequate sluicing facilities at all hospitals for sluicing to be done daily**), as well as the processing and return of clean linen to the hospitals,
- 2.2 To provide an off-site laundering service with a 24- hour turn-around time. The service provider must implement a shift system that operates 24/7, 7 days per week.
- 2.3 To provide an off-site linen repair service. The service should include the repair of all damage linen regardless of where the damage was sustained as well as curtains and other related fabric items,
- 2.4 To provide its own numbered laundry bags and the cleaning and maintenance of these bags at no cost to the department, Refer to attached Section 6, specification for laundry bags,
- 2.5 To include the assistance of laundry staff from the contractor side to the hospital when necessary,
- 2.6 To clean and disinfect the laundry vehicle, before unloading of clean linen, and

- 2.7 To ensure that The Service Provider shall at own costs warrant that the following tests are carried out at their facility:

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

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

- 2.8 Washing of mattresses and covers.
- 2.9 Washing of children's ward cloths (approximate 4000 pieces of laundry per month (e.g. school uniforms, play clothes etc.). This is not part of the washing off site. These 4000 pieces are washed on Brewelskloof hospital premises in linen bank with hospital machines and detergents to be supplied by Brewelskloof hospital. Linen management to oversee the washing thereof.

LINEN CLASSIFICATION

Subject to the provisions of General Condition of Contract (GCC), the figures as detailed in Annexure C can be used for estimation purposes.

Based on the figures as set out in Annexure C as well as the information supplied in Section 5, bidders must calculate a bid price per piece for laundry services for the hospitals as indicated in the bid document. The bid prices must be indicated in the Financial Summary, Section 2 to enable the Department to compare the bid costs per piece for evaluation purposes.

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.

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3. OBLIGATIONS OF THE CONTRACTOR

3.1 LAUNDRY SERVICES

- 3.1.1 The Contractor is required to render a laundry service to the hospitals as set out above and hereunder.
- 3.1.2 The Contractor is required to render the laundry service on a daily basis from Monday to Sunday, or as mutually agreed to by both parties.
- 3.1.3 The Contractor shall be paid monthly, a full compensation for the laundry services actually rendered on receipt of the invoices in the form of Annexure B, Appendix 1.
- 3.1.4 Provide ad hoc staff i.e. Laundry Supervisor and Laundry Aid when on leave, planned and/or unplanned (vacation, family responsibility leave and sick for 5 or more days.) Including training periods of staff off-site. Need to be communicated beforehand.

3.2 ACCOUNTING AND LIAISON

- 3.2.1 The Department and the Contractor shall each appoint a Project Officer, Departmental Project Officer (DPO) and Laundry Project Officer (LPO) respectively who shall work in close cooperation in order to facilitate the flow of information, solving of problems, accounts, payments, etc between parties.
- 3.2.2 The Contractor must keep to General Acceptable Accounting Practices and will keep all accounting records in respect of the rendering of the proposed laundry service.
- 3.2.3 The accounting period shall run from the first day until the last day of each month.
- 3.2.4 The amount claimed monthly from the Department according to the sliding scale for reduced volumes in respect of linen processed shall not exceed the amount tendered per piece as per Financial Summary, Section 2.
- 3.2.5 Claims for monthly payment in respect of linen processed must be submitted to the hospitals on the official invoice of the Contractor's organisation, supported by the schedules specified in Annexure B.
- 3.2.6 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.
- 3.2.7 The hospitals will thus keep account of and monitor the quantity of linen that is processed in terms of the contract.
- 3.2.8 The hospitals shall certify as correct each monthly invoice submitted by the contractor to them for payment.

- 3.2.9 The DPO has the final responsibility to ensure that the services rendered by the Contractor conform to the specifications of this contract in terms of quality.
- 3.2.10 The Department, in the person of the DPO 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 Contractor relating to the rendering of these proposed laundry services in terms of this contract.
- 3.2.11 it is hereby agreed that payment of accounts received by the Department in terms of the laundry and/or linen management services rendered must be affected not later than 30 days after receipt of a correctly completed and certified account. The Department does not accept responsibility for delays in payment due to faulty accounts being submitted.

3.3 MANAGEMENT SERVICES

- 3.3.1 The Contractor undertakes:
- 3.3.2 To provide management services in respect of quantity and quality control and supervision of the linen processing as defined in the laundry and linen management specifications.
- 3.3.3 To provide accounting services as defined in paragraph 3.2.

4. FOULED LINEN REQUIRING SLUICING

- 4.1 Fouled linen which has had surface matter i.e., faeces or blood clots, etc removed may be sent by the hospitals, for processing without having received any further treatment. The Contractor will be responsible for the proper and effective washing and thermal disinfection of this linen.
- 4.2 Linen will be placed into waterproof containers e.g., yellow colour coded plastic bags in compliance with the SABS Code of Practice No. 10146 of 2012.
- 4.2.1 Paragraph 4.2.2.2 (b), extracted from the SABS Code of Practice No. 10146 of 2012 referred to in paragraph 4.2 above and which has a bearing on this service, is listed as follows:

Sorting of Textiles

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	Containing hazardous	These items shall not

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	hazard label (alginate bags)	chemical contamination, antineoplastic drugs or radio-isotopes:	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.

- 4.3 It is essential that linen to be kept damp and not allowed to dry. Small amounts of water (a tumbler full) will be poured onto the linen to keep it damp (cognisance must be taken of paragraph 2.1- Scope of Service).

5. **SORTING AND COUNTING OF SOILED LINEN**

- 5.1 Soiled linen will be sorted and counted in the hospitals soiled and counting department by the Contractor's staff only at Worcester Hospital in conjunction with hospital staff and in the presence of the hospitals representative who will sign the tally sheet together with the contractors representative to certify the type and quantity of soiled linen being handed over to the contractor. The checked linen will be packed into numbered laundry bags (see attached specification for laundry bags – Section (6) supplied by the Contractor and sealed by the sorting and counting staff. 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 contractor will be completed by the Supervisor-in-Charge of the soil sorting and counting department at the respective hospitals on a daily basis. The Contractor will have to sort, count and list the soiled linen received from each ward or department prior to processing the linen. The bags of soiled linen must be collected from the Linen Bank central sorting area.
- 5.2 The laundry service provider should have at least a spare capacity of 12000kg capacity of laundry space per day during the evaluation phase in order to perform efficiently.

6. **DISPATCH OF CLEAN LINEN TO THE HOSPITALS**

- 6.1 It is required that the clean linen being returned to the hospitals/institutions be packed separately for each ward/department and that the bags of clean linen be accordingly labelled with the name of the institution, the ward/department name and the date. Each bag must be separately sealed with wire ties and labelled and the quantities of bags for each ward/department, as well as the individual bag numbers are recorded on the accompanying consignment note. The clean linen being returned will be delivered to the Linen Bank, unless specific arrangements have been made between the institution and the bidder. A laundry list for each ward/department detailing the soiled linen received and the clean linen returned by the Contractor must accompany each consignment. Wire ties or an alternative secure bag seal and labels to be supplied by the Contractor. For clean linen (foul to clean), the turn around time will be twenty-four (24) hours.

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7. **LINEN REPAIRS**

- 7.1 The Contractor will be responsible for repairs to the linen to ensure that the work being returned to the hospitals is in a serviceable condition. Examples of repairs required:
- Holes greater than 3mm to be darned.
 - Minor tears on linen to be mended and as such rendering the linen suitable for use.
 - Repairs or replacement of tie tapes on gowns.
 - Repairs to theatre clothing.
 - Hemming of sheets, theatre towels etc. where seams have frayed.

The above is only a guideline and is not exhaustive in content. Such repairs will be undertaken after washing and finishing and before their 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.

By prior arrangement if there are abnormal quantities for example more than ten (10%) percent of the average repairs for the last six (6) months, then the return time could increase to five (5) working days.

8. **CONDEMNABLE LINEN**

- 8.1 Linen that is no longer fit for use and cannot be economically repaired must be identified by the Contractor 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 Worcester, Robertson, Montagu, Brewelskloof and Ceres Hospitals Linen Banks in separate bags marked "For Condemning" together with the lists.

9. **MONITORING AND CONTROL**

- 9.1 Regular inspections will be carried out by a Departmental Project Officer or Laundry Manager to monitor the standard and quality of the laundry service provided. The Departmental Project Officer shall be entitled to instruct the Contractor to rectify any breach of the specification forthwith, failure which the provision of Section 3, paragraph 14 may be imposed.
- 9.2 A standing liaison meeting between the Departmental Project Officer and the Contractor shall be scheduled on a monthly basis or as required. At the start of the contract, the contractor will be required to meet monthly with the duly appointed representatives of the hospitals to discuss and resolve any quality and service delivery problems.
- 9.3 Access must be allowed to the Department Linen Management Team to conduct their annual audits.

10. RECORD KEEPING OF LINEN

- 10.1 The attached Ward and Theatre linen list must be provided by the contractor to the respective hospitals serviced in order to keep accurate tracking records of the linen movement between the laundry and hospitals 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.

11. ELECTRONIC TRACKING/TAG SYSTEM

- 11.1 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.
- 11.2 The system must be a Radio Frequency Identification (RFID) system.

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SECTION 5

LAUNDRY SPECIFICATIONS

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1. QUANTITIES

- 1.1 The quantities of linen indicated in Annexure C represents the approximate monthly requirements for the hospitals 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 hospitals not having the estimated quantity for processing for any week.

2. CLOSURE OF WARDS

- 2.1 Due to the stringent financial measures being imposed on the WCDH 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.

3. COLLECTION AND DELIVERY

- 3.1 The articles to be processed must be collected and delivered to the hospitals on a 24-hour turn around basis (Monday to Sunday) during working hours 8:00 – 16:00. The times of collection and delivery to be agreed upon in consultation with the hospitals via the Service Level Agreement. The articles requiring processing will be bagged and labelled per ward or department and entered on a consignment note prior to collection.

4. LOSS AND DAMAGE

- 4.1 The Contractor will be responsible at all times for any loss or damage (fair wear and tear excepted), 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 Contractor must be replaced by not later than the end of the month following that during which the item was damaged or lost.

5. PROCESSING REQUIREMENTS

- 5.1 All articles of linen shall be thoroughly washed, rinsed and finished by a process which:
- Leaves such articles hygienically clean and fresh and in accordance with accepted hospital laundry practice.
- NB. In the event of a dispute the prescripts of the SANS 10146 of 2012 Code of Practice shall apply.**
- Does not cause damage or undue deterioration, distortion or creasing of the fabrics of which the articles are composed.

6. **DISINFECTION**

- 6.1 All articles of linen with the exception of non-infected heat sensitive items shall be washed by a process that included a stage to disinfect such articles by heat. Heat sensitive items such as woollen blankets and medical sheepskins shall be processed as detailed in paragraph 8.3 below.
- 6.2 The washing process must be programmed so as 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.
- 6.3 Where necessary bleaching may be utilised with a recognised bleaching agent (other than Sodium hypochlorite) bidder to indicate agent to be used.

7. **WASH CLASSIFICATIONS**

The Contractor 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. The Contractor to provide Material Safety Data Sheets of cleaning products on commencement of the contract.

7.1 **CLASSIFICATION 1**

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

7.2 **CLASSIFICATION 2**

Patients' garments
Nurses uniforms/coats/protective clothing

7.3 **CLASSIFICATION 3**

Woollen blankets - max temp. 50°C
Medical sheepskins - see following
Detergent specification - max temp 40°C

- 7.3.1 A detergent sanitiser containing bacteriacides for the washing of medical sheepskins constituted approximately as follows:

- Bio-degradable non-ionic detergent 22% (by mass)
- Quaternary Ammonium Compound 22% (by mass)
- Disinfectant 45% (by mass)
- Balance water 11 % (by mass)

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This detergent sanitiser should be effective against both gram positive and gram negative bacteria, particular those associated with the more severe cases of cross contamination in hospitals, even in the presence of organic residues. The product should also be environmentally acceptable. This product should contain phenols, chlorine or iodine.

8. **FINISHING**

- a) All items shall be dry to the touch.
- b) Items shall be free of galling.
- c) Items shall be securely packed to prevent re-soiling or damage.
- d) 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.
- e) Creasing is acceptable within 50mm of the edges of large flatwork items and within 30mm of the edges of small flatwork items that have been calendared.
- f) 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.
- g) The minimum reflectance values for white bed sheets shall be 79% and 74% for white pillowcases.

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9. **INFECTION**

- 9.1 Although all reasonable precautions will be undertaken by the hospital for the disinfection of infected linen prior to dispatch to the Contractor, the Department will not be held liable for any contracted illnesses or infection to the Contractor or his staff arising from the handling of potentially infective linen.
- 9.2 The Contractor shall ensure on a continuous basis that all staff working with soiled or fouled linen is 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.

10. **HOSPITAL PROPERTY**

- 10.1 The Contractor shall return to the hospital any items of hospital property found in the bags of soiled linen sent to the laundry.

11. **WASTE**

- 11.1 The Contractor must take note that despite continual representation regarding the inclusion of waste along with the soiled linen, this problem continues. In terms of this contract the Contractor will be responsible for the costs incurred in disposing of this waste. The Contractor is at liberty to pack waste requiring incineration into purpose made containers and return same to the hospital for disposal. The hospital will supply these purpose made containers.

12. PENALTIES:

12.1 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 deducted for the transgression.

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- 12.2 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.
- 12.3 Penalties will be levied against the Successful Bidder for every incident and or provision of this agreement which the service provider fails to honour.
- 12.4 The Successful Bidder must note that penalties will also be instituted in respect of contraventions/non-compliance of bid specifications or General Conditions.
- 12.5 The table below set out the detail of the penalties in relation to the service delivery:

	Performance Standards	Metric	Penalty
12.5.1	The provisioning of one staff member 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 member at the on-site facility for rendering a laundry service.	1% of monthly contract value
12.5.2	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
12.5.3	To collect soiled linen and return clean linen to and from the hospital no later than 12:00pm.	Failure to collect soiled linen and/or return clean linen within turn-around time.	R1000 per hour after 12:00pm
12.5.4	To provide an on-site linen repair service. The service should include the repair of all damage linen regardless of where the damage was sustained, with a 24-hour turnaround time.	Failure to repair all damaged linen, regardless of where the damage was sustained with a 24-hour turn-around time.	R 100 per piece

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)
BID OPENED 11:00

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Par.	Section 4: SPECIAL CONDITIONS		
12.	PENALTIES (continued):		
12.5.5	The Service Provider to provide its own 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
12.5.6	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
12.5.7	Carrying out a Hygiene test at the off-site facility.	Failure to carry out and/or pass a Hygiene test.	R 5000 per test
12.5.8	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
12.5.9	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
12.5.10	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
12.5.11	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

Par.	Section 4: SPECIAL CONDITIONS		
12.	PENALTIES (continued):		
12.5.12	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
12.5.13	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. (PPE)	1% of monthly contract value
12.5.14	The vehicle of the Contractor 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.	Failure to disinfect and sanitise the vehicle (conveying the clean linen pieces) from the off-site premises to the on-site facility.	1% of monthly contract value
12.5.15	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
12.5.16	Bi-monthly contract meetings.	Failure to attend month meetings.	R 1000 per meeting.

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 effected, 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.

WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (G & S SOURCING) BID OPENED 11:00	
2023 – 06- 30	
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ANNEXURE A

PROFILE OF BIDDER

APPENDIX 1 Qualifications and Experience

APPENDIX 2 Organisational Type

APPENDIX 3 Organisational Structure

APPENDIX 4 Nearest Office

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)
BID OPENED 11:00

2023 – 06- 30

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QUALIFICATIONS AND EXPERIENCE

(Section 3: Bid Conditions: paragraph 3)

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)
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1. Details of the extent of the bidders 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: _____

ANNEXURE A: APPENDIX 2

ORGANISATION TYPE
(Section 3: Bid Conditions: Paragraph 3.3)

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

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)
BID OPENED 11:00

2023 – 06 - 30

1).....
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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 _____

ORGANISATIONAL STRUCTURE

(Section 3: Bid Conditions: Paragraph 3.4)

The following organisational structure shall be applied:

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

SIGNED: _____ **For the bidder**

DATE: _____

WESTERN CAPE GOVERNMENT: HEALTH	
DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)	
BID OPENED 11:00	
2023 – 06- 30	
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DETAILS OF BIDDERS NEAREST OFFICE

(Section 3: Bid Conditions: Paragraph 5)

Section A

1. Physical address of bidder:

2. Telephone No.:

3. Name of Laundry Service Project Officer (LPO)

4. Address:

5. ID Number:

6. Telephone No.

7. Qualifications:

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)
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1).....
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8. Experience:

Section B

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

2. Address:

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)
BID OPENED 11:00

2023 – 06- 30

1).....
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2).....
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ANNEXURE A: APPENDIX 4 (a)

UNDERTAKING

I, the undersigned

In my capacity as

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

SIGNED: _____
For the bidder

DATE: _____

WESTERN CAPE GOVERNMENT: HEALTH	
DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)	
BID OPENED 11:00	
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ALL HOSPITALS		ANNEXURE C			
ARTICLE		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 Trendellenberg	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
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

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)
BID OPENED 11:00

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1).....
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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					

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)
BID OPENED 11:00

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WESTERN CAPE GOVERNMENT HEALTH

BID NO. WCGHSC0391/2023

PROVISION OF A LINEN MANAGEMENT

SERVICE

TO WORCESTER AND BREWELSKLOOF HOSPITALS

FOR A FIVE (5) YEAR

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)
BID OPENED 11:00

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1).....
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WESTERN CAPE GOVERNMENT HEALTH
PROVISION OF A LINEN MANAGEMENT SERVICE
TO WORCESTER AND BREWELSKLOOF HOSPITALS
BID NO. WCGHSC0391/2023

CONTENTS

SECTION	1	Preamble
SECTION	2	Glossary of Terms and Words
SECTION	3	Financial Summary
SECTION	4	Additional Special Conditions of Contract
SECTION	5	Specifications for Linen Management Service
SECTION	5	Laundry Bag Specification

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)
BID OPENED 11:00

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PREAMBLE

1. The Department of Health, on behalf of Worcester and Brewelskloof Hospitals, hereby invites bids from reputable and recognized laundering concerns for the linen management services at Worcester and Brewelskloof Hospitals. The basis of the proposed contract is that the Contractor manages the linen at the Hospital by means of categorizing, counting, recording, distribution, collection, packing/unpacking, sorting, and sluicing as well as bagging of the linen at the Hospital premises and transporting it to the Contractors laundering facilities. Included in this service are the marking, packing, mending and inventory control of linen stock.

1.1 THE CONTRACTOR WILL CHARGE A FIXED LINEN MANAGEMENT PRICE FOR THE ABOVE SERVICES.

2. Bids for a fully Managed Linen Service are awaited and aspects of this on-site (Worcester and Brewelskloof Hospitals) service, that would be required 7 days per week, are as follows: -

- Staffing, managing (by Hospital linen supervisors) and operating the Hospital Linen Bank
- The exchanging of linen and protective clothing on a one for one basis in the Hospital Linen Bank
- Distribution of clean linen and the collection of soiled linen at the ward/departments
- The delivery of clean linen to ward/departments from the Hospital Linen Bank
- The exchanging of linen and protective clothing on a one for one basis in the Hospital Linen Bank
- The counting of clean linen and the unpacking onto ward/department linen room shelves
- The sorting and counting of soiled linen
- The sluicing of fouled linen
- Daily linen count of the ward/department linen rooms
- Monthly stock taking of linen in the ward/departments. Contractor and department representative to visit clinics within the borders of the Breede Valley Sub District (Brewelskloof hospital)
- Provision of Contract Departmental Linen Supervisors in specified areas
- Marking of replacement and additional linen

2.1 THE CONTRACTOR WILL CHARGE A GLOBAL FLAT RATE FOR THE LINEN MANAGEMENT SERVICE.

3. In respect of both services, the successful Contractor must supply his own numbered laundry bags as per the specification for laundry bags attached as Section 6 and will be responsible for the cleaning and maintenance of these laundry bags.

4. The Linen Management Service be awarded to the successful Bidder who is awarded the Laundering Service contract.

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)
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5. **All prospective bidders must visit the Worcester Hospital and Brewelskloof Hospital to acquaint themselves with the linen management service requirements and the Hospital layout.**
6. This bid be evaluated on the Bidder's proven ability to provide the service i.e. infrastructure, technical and operational capacity as well as the 80/20 or 90/10 Preference Procurement Points System as provided for in the bid documents. (Refer to the attached form WCBD 6.1)
7. The bid be awarded subject to the inspection of the contractor facilities by duly authorised representative/s of the Department.

SECTION 1: GLOSSARY OF TERMS AND WORDS

For the purpose of the Description, Implications, Bid Conditions, Conditions of Bid and Contract, Contract, Specifications, Annexures and Appendices, the following will apply:

AUTHORISED HOSPITAL REPRESENTATIVE: The official appointed in writing by Hospital Management to deal with specific aspects of the contract administration.

BIDDER: A party who is submits a bid and from whom a bid is receive for the specified linen management service.

CONTRACT: Comprises the complete attached documentation as well as the Service Level Agreement and Site Visit Minutes, which will form the basis of the agreement that results from the acceptance of a bid.

CONTRACT PROJECT OFFICER: The Contractor's employee appointed to liaise with the Hospital Linen Co-ordinator.

- **CONTRACT LINEN BANK SUPERVISOR:** The Linen Bank Supervisor provided by the Contractor
- **CONTRACT DEPARTMENTAL LINEN SUPERVISOR:** Any Departmental Linen Supervisor provided by the Contractor
- **CONTRACT SERVICE STAFF:** The service staff provided by the Contractor

CONTRACTOR, LAUNDERER, SUCCESSFUL BIDDER: The appointed Contractor that undertakes to provide the specified laundering and linen management service in terms of the awarded contract.

DEPARTMENT TECHNICAL OFFICER: The official appointed by the Western Cape Government Health (WCGH) to provide a technical advisory service for the Hospital in respect of laundering and linen management services.

HOSPITAL INFECTION CONTROL: The Infection Control Service provided by the Hospital.

HOSPITAL, INSTITUTION: Worcester Hospital and Brewelskloof Hospital as represented by its Management and which resorts under the Department of Health of the Provincial Government of the Western Cape.

HOSPITAL LINEN BANK: The Linen Bank situated on the ground floor of the Hospital comprising of the Clean Linen Store, Soiled Linen Sorting, Central Sluicing, Toilets, Rest Room and Supervisors Office.

HOSPITAL MANAGEMENT: The Chief Operational Officer or the Chief Executive Officer or other official appointed in writing to act on their behalf.

HOSPITAL LINEN CONTROLLER: The official appointed in writing by Hospital Management to liaise with the Contract Linen Bank Supervisor.

WESTERN CAPE GOVERNMENT: HEALTH
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LAUNDRY GUIDELINES: A guideline of linen types and quantities to be processed by the Contractor that serves as a measure for bid and evaluation purposes only attached to this bid document.

LAUNDERING SPECIFICATIONS: The schedule of linen types, quantities and quality to be processed by the Contractor for the Hospital.

MONTHLY SERVICE INVOICE: The concept invoice format depicted in Annexure B that forms the basis of all accounting in respect of monies payable by the Hospital for laundering and linen management services provided by the Contractor.

ON-SITE: At the Hospital

OFF-SITE: At the Contractors premises

REPUTABLE AND RECOGNISED INDUSTRIAL LAUNDERING CONCERNS: Well-established laundering businesses with the infrastructure and technical ability to undertake large-scale laundering and linen management services successfully and who comply with SANS Code of Practice 10146:2012.

STANDARD OPERATING PROCEDURES: The procedures as described in the SANS Code of Practice 10146-2012.

WARD/DEPARTMENTS: The individual user areas throughout the Hospital complex using linen via wards, high care unite, departments, special services, clinics, units, operating theatres, differentiated service areas.

WESTERN CAPE GOVERNMENT: HEALTH	
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WCBD 3.2

SECTION 2: FINANCIAL SUMMARY

CONTRACT PERIOD : FIVE YEARS

INSTITUTION/S : WORCESTER AND BREWELSKLOOF HOSPITALS

NAME OF BIDDER :

VALIDITY : ONE HUNDRED & TWENTY (120) DAYS.

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

- Global monthly fixed price for the Linen Management Service, **inclusive of overhead costs**.
- The bid price shall be firm for each year of the contract subject only to the factors indicated in paragraph 1 (Firm prices) of the WCBD 3.2/2.
- Pricing structure make provision for 2 options for cost comparison purposes:
Option 1: Cost per piece including RFID. Option 2: Cost per piece excluding RFID. The option selected will be the Departments preference. The BEC will select the option that would be most cost-effective for the Department.

OPTION 1: INCLUDING RFID						
LINEN MANAGEMENT SERVICE: Estimated Monthly Quantity		Bid price per month, including VAT				
Worcester Hospital:		Year 1	Year 2	Year 3	Year 4	Year 5
83 000 pieces processed, inclusive of overhead costs	R	R	R	R	R	R
Brewelskloof Hospital:						
13 000 pieces processes, inclusive of overhead costs	R	R	R	R	R	R

OPTION 2: EXCLUDING RFID						
LINEN MANAGEMENT SERVICE: Estimated Monthly Quantity		Bid price per month, including VAT				
Worcester Hospital:		Year 1	Year 2	Year 3	Year 4	Year 5
83 000 pieces processed, inclusive of overhead costs	R	R	R	R	R	R
Brewelskloof Hospital:						
13 000 pieces processes, inclusive of overhead costs	R	R	R	R	R	R

SECTION 3: ADDITIONAL SPECIAL CONDITIONS OF CONTRACT

**Bidder's
response**

1. INSTITUTION

- 1.1 The Bidder shall bid for a linen management service at Worcester and Brewelskloof Hospitals as indicated in the bid documents and subject to the terms and conditions as indicated further on and in the specifications.

2. GENERAL

2.1 BID FORMS

- 2.1.1 Bids are scheduled manually. The bid has consequently been drawn up so that certain essential information can be furnished in a specific manner. Any additional information should be furnished on a separate annexure with the Bidder's offer.
- 2.1.2 The bid forms may not be re-typed or re-drafted. Photocopies may be made and used but should be signed in the original.
- 2.1.3 Black or red ink shall be used to fill in bids.
- 2.1.4 Bidders shall check the numbers of the pages and satisfy them that none is missing or duplicated. No liability will be accepted by the Hospital for claims arising from the fact that pages are missing or duplicated.
- 2.1.5 No bid by telegram and fax or electronically will be considered.
- 2.1.6 These conditions form part of the bid and failure to comply may invalidate the bid.

2.2 BID DOCUMENTATION

- 2.2.1
- Forms WCBD 1, WCBD 3.2 and WCBD 6.1
 - General Conditions of Contract, Special Conditions of Contract
 - Glossary of Terms and Words
 - Financial Summary
 - Additional Special Conditions of Contract
 - Linen Management Service Specification
 - Annexures A-C
- 2.2.2 Bidders must bid in accordance with the requirements stipulated in the Financial Summary, Section 2 of the bid documents, which are attached as annexures.
- 2.2.3 Bids will be not be accepted unless they are submitted on the aforementioned forms, which must be fully completed and returned with conditions and specifications signed in the original, as required.

2.3 ALTERATIONS TO DOCUMENTS

- 2.3.1 No alterations, erasures, omissions or additions shall be made to the text or conditions of these documents. Should any unauthorised change be made, it will not be recognised and the original document shall apply.

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)
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3. COMPULSORY SITE INSPECTION

- 3.1 All prospective Bidders must visit the Hospitals to acquaint themselves with the laundering and linen management service requirements and the Hospitals layout. A compulsory site inspection of the premises and information session will be held as follows (the Department's Deputy Director Laundry and Linen, Mr. A Jantjies can be contacted at tel. 021 918 1702 for exact details of the venue):

Date: 19 June 2023

Time: 10:00

Place: Worcester Hospital, Auditorium.

Date: 19 June 2023

Time: 12:00

Place: Brewelskloof Hospital, Main entrance.

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)
BID OPENED 11:00

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- 3.2 The successful bidders premises will be inspected before award of the contract.

4. QUALIFICATIONS OF BIDDERS

- 4.1 Bidders must, with their bid documentation, submit detailed information of their experience in the laundering trade, provide acceptable documentary evidence of the proven ability to provide a quality 24-hour service and must also submit a list of current laundering contracts. (Annexure A, Appendix 1)
- 4.2 In the case of partnerships or closed corporations, an affidavit reflecting the names, ID numbers and addresses of partners or members, and in the case of a company, the same information regarding the directors (Annexure A, Appendix 2) must be submitted together with a copy of the latest audited financial statement and a Tax Clearance Certificate with the bid documents.
- 4.3 Bidders must submit a clear indication of the envisaged organisational principles, procedures and functions for an effective laundering and linen management service operation at the Hospital (Annexure A, Appendix 3) along with the bid documents.

5. EVALUATION CRITERIA

- 5.1 Only bids from reputable and recognised industrial laundering concerns with sufficient proof of experience in the provision of laundering and linen management services to large institutions as well as the capacity to meet disinfection and infection control standards, will be considered.
- 5.2 The bidder's laundry premises must comply to the requirements of the Occupational Health and Safety Act 85 of 1993, IPC standards and SANS 10146 of 2012.
- 5.1.1 Preference will be given to Bidders complying with SANS Code of Practice 10146.2012.
- 5.3 Only Bidders who have the required skills and capabilities will be considered. (A technical capabilities questionnaire is attached to give Bidders an indication of the guidelines that will be used to evaluate their ability to provide a satisfactory laundering and linen management service in all respects. Key elements of SANS 10146/2012 and ISO 9000 are covered by this questionnaire and compliance to these norms will be a deciding factor in the evaluation process. The questionnaire is an example only and must not be completed by Bidders.) The WCGH and the Hospital will together perform the

skills and capabilities assessment when the bids are received.

- 5.4 The Hospital does not bind itself to accept the lowest or any bid and reserves the right to accept a bid which is deemed to be in the best interest of the Hospital.
- 5.5 Bids, which are considered acceptable in terms of the above, will be awarded in accordance with either the 80:20 or 90:10 Preference Points System. (See the attached WCBD 6.1).
- 5.6 The successful bidder must make provision for a back-up diesel generator or solar generating system with inverter of sufficient capacity to continue rendering the services as per specified requirements.

6. **CONTRACT PROJECT OFFICER**

- 6.1 Within 14 days before the commencement date of the contract, the Successful Bidder must supply the curriculum vitae of the appropriately qualified Contract Project Officer who will manage the linen management service for the Hospital for the duration of the contract. (The Hospital will simultaneously provide the name of the Hospital Linen Co-ordinator who will be appointed by Hospital Management to liaise with the Contract Project Officer.)

WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (G & S SOURCING) BID OPENED 11:00	
2023 - 06 - 30	
1)..... SIGNED	2)..... SIGNED

7. **BIDDER'S NEAREST OFFICE TO THE HOSPITAL**

- 7.1 The minimum requirement is the provision of a physical address.
- 7.2 For the promotion of efficient liaison between the Hospital and the Contractor, it is imperative that the Successful Bidder must have an office situated within the Worcester/Cape Peninsula. (See Annexure A, Appendix 4 & 5)

8. **CONTRACT PERIOD AND BID PRICE**

- 8.1 The contract shall be for a period of five (5) years, after which fresh bids will be invited.
- 8.2 The bid price(s) must be quoted inclusive of Value Added Tax.

9. **PERIOD OF BID**

- 9.1 The bid validity period shall be 120 days from the closing date of the bid.
- 9.2 If the bid is withdrawn within this period, the Bidder will be liable to compensate the Hospital should a less favourable bid have to be accepted.

10. **COMMENCEMENT DATE OF SERVICE**

- 10.1 The successful Bidder shall commence providing the service within one month after signing of form WCBD 7.2 "Contract Form - Purchase of Services" and the Service Level Agreement.

11. CONTRACTORS STAFF

- 11.1 The Successful Bidder shall employ all staff necessary to provide the specified linen management service on his own conditions of service. The costs of such staff are to be included in the bid prices.
- 11.2 If any staff member does not report for work, the contractor must have sufficient back-up personnel to perform the duties.
- 11.3 If no replacement is provided the Department will deduct a sum equal to a day's wage from the monthly invoice.
- 11.4 **The estimated staff requirement for Linen Management Services per day is:**

Worcester Hospital

NUMBER OF STAFF	AREA	HOURS AND DAYS REQUIRED
2	Clean Area & Soiled Area	07h00 to 16h00 Mondays to Fridays 07h00 to 13h00 Saturdays, Sundays and Public Holidays
1	Sluice Area Only	
2	Clean Area & Soiled Area and Soiled Collection & Clean Distribution	
	After the completion of the soiled area processes, the staff must move across to the clean area to pack and deliver clean linen to the end – users (proper personal disinfection must take place before moving to the clean area from the soiled area)	
NUMBER OF SUPERVISORS	<u>Contract Linen Supervisors responsible for confirming and recording counts with the Hospital supervisors, and also the comprehensive supervision of the contractor staff</u>	

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1	A23 Linen Bank- Clean Area & Soiled Area	7:00 – 16:00 Monday to Friday 7:00 – 13:00 Saturday, Sunday & Public Holidays
1	A23 Linen Bank- Clean Area & Soiled Area	7:00 – 16:00:00 – 16:00 Monday to Friday 7:00 – 13:00 Saturday, Sunday & Public Holidays
	In addition, the contracting personnel must be scheduled on the roster for the shift stipulated by the Hospital for monthly stock counts.	

Brewelskloof Hospital

NUMBER OF STAFF	AREA	HOURS AND DAYS REQUIRED
Only one Supervisor and one general assistant.	<p>Clean Area & Soiled Area</p> <p>Sluice Area Only</p> <p>Clean Area & Soiled Area and Soiled Collection & Clean Distribution</p> <p>After the completion of the soiled area processes, the staff must move across to the clean area to pack and deliver clean linen to the end – users (proper personal disinfection must take place before moving to the clean area from the soiled area)</p> <p><u>Contract Linen Supervisors responsible for confirming and recording counts with the Hospital supervisors, and also the comprehensive supervision of the contractor staff</u></p>	<p>07h00 to 16h00 Mondays to Fridays</p> <div data-bbox="735 1160 1165 1361" data-label="Complex-Block"> <p>WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (G & S SOURCING) BID OPENED 11:00</p> <p>2023 – 06- 30</p> <p>1)..... SIGNED</p> <p>2)..... SIGNED</p> </div>

	In addition, the contracting personnel must be scheduled on the roster for the shift stipulated by the Hospital for monthly stock counts.
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12. TRANSFER AND CESSION OF CONTRACT

- 12.1 The Successful Bidder must provide the proposed linen management service himself and the use of sub-Contractors will not be allowed.
- 12.2 The Successful Bidder may not cede, transfer, sell or alienate this contract or any part of it in any way to any other person or company within the first 6 (six) months of the contract. The contract may only be ceded/transferred after this period with prior written permission from the Hospital and provided that the cessionary is able to comply with all requirements of this contract.

13. BREACH, TERMINATION AND EXPIRY OF CONTRACT

- 13.1 Should either party commit a breach of the provisions of the contract and fail to remedy the breach within 14 (fourteen) days after receipt of written notice to do so, the non-defaulting party shall be entitled to cancel the contract on written notice, sent to the other party at the address appearing in the bid documents, without prejudice to any other right which the non-defaulting party may have as a result of such breach. The parties agree that the provision of paragraph 23 of the General Conditions of Contract will apply in such an event, if it is not in conflict with this contract.
- 13.2 The Contractor agrees that the Hospital premises may be viewed at any reasonable time by other prospective bidders accompanied by the Departmental Technical Officer during the last 6 months of the contract period.

14. PROTECTION OF CONTRACTORS STAFF

- 14.1 Although all reasonable precautions will be undertaken by Hospital to disinfect infested linen prior to dispatch to the Contractor, the Hospital will not be held liable for any contracted illness or infection to the Contractor or his staff arising from the handling of potentially infective linen.
 - 14.1.1 The Contractor shall ensure on a continuous basis that all staff working with soiled or fouled linen are 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.
 - 14.1.2 Staff shall be fully trained in Infection Control procedures.
- 14.2 Staff handling soiled or fouled linen must wear appropriate protective clothing at all times, e.g., waterproof aprons, gloves, masks, overalls, headwear and footwear.
 - 14.2.1 The Contractor shall also provide appropriate on-site hand washing and changing facilities.
- 14.3 The Contractor shall provide all of the above requirements as well as any other recommendation made to him by Hospital Infection Control at his own cost.

15. LOSS, DAMAGE AND SAFEKEEPING OF HOSPITAL PROPERTY

- 15.1 The Contractor is to exercise every precaution to ensure that all Hospital property entrusted to his care is secure and the possibility of loss,

unauthorized use and damage is minimised. Proper and auditable paper and electronic trails are to be implemented so that the point of loss can be established and the responsible party identified.

15.2 Excepting fair wear and tear, the Contractor will be responsible for any loss or damage to linen in his possession at all times. The Contractor undertakes to replace such linen in the event that linen in his possession is damaged, destroyed, lost or stolen, notwithstanding the cause of the damage, destruction or loss. Any lost or damaged linen caused by the Contractor must be replaced by no later than that end of the month following the month in which the item(s) was/were damaged or lost.

15.3 The Hospital shall calculate the total cost of the lost items based on the value of each item at the time of loss and shall advise the Contractor of the replacement cost of such Hospital property which has been lost, stolen or damaged whilst in the possession/care of the Contractor, and shall withhold such costs from any payment due by the Hospital to the Contractor.

16. **HOSPITAL PROPERTY FOUND**

16.1 The Contractor shall immediately return to the Hospital Linen Controller any item of Hospital, patient's property, theatre instruments etc. found in bags of soiled linen sent for processing.

17. **WASTE REMOVAL/DISPOSAL**

17.1 The Contractor is responsible for the cost incurred in disposing of normal and contaminated waste that is generated or found amongst the Hospital linen at his own off-site premises.

17.2 However, normal and contaminated waste found amongst the Hospital linen on-site (Worcester) will be disposed of by the Hospital at the Hospital's cost. The Contract Service Staff must deliver such waste in the appropriate coloured plastic bags to be supplied by the Hospital.

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SECTION 1		LINEN MANAGEMENT SYSTEM				
1	System development stage					
2	System suitability					
3	System reliability					
4	Hardware suitability					
5	Software suitability					
6	Data manipulation ability/flexibility					
7	Standard report availability					
8	Electronic data transfer					
9	System analyst/operator/development skills					
10	Licenses					
	Total section					
	% Achievement					

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SECTION 4: SPECIFICATIONS FOR BID WCGHSC0391/2023

LINEN MANAGEMENT SERVICE TO WORCESTER HOSPITAL AND BREWELSKLOOF HOSPITAL

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**Bidder's
Response**

1. INTRODUCTION

- 1.1 Bids are awaited for the provision of a linen management service for Worcester and Brewelskloof Hospitals with accompanying realistic proposals of how this will be achieved.
- 1.2 Bidders must consult with the Chief Executive Officers of the hospitals to determine the specific linen management service need for the institutions.
- 1.3 The Successful Bidder shall enter into a Service Level Agreement with the Hospitals upon the award of the contract.

2. SCOPE OF SERVICE

2.1 Overview: -

- 2.1.1 The linen management service is to be a total integrated service managed and staffed by the Contractor on a 7-day per week basis. The Hospital's linen is to be managed per ward/ department through the entire laundering cycle from the various soiled linen collection areas and back again, unpacked onto the shelves in the various clean linen rooms:
 - Provision of an off-site linen repair service.
 - Provision of a comprehensive computer aided linen stock management and usage system per individual ward/department that must be compatible with the Department's systems.
 - 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.
 - The system must be on-site and in place before the commencement of the contract and must provide the following information and features:
 - Linen count per day (shelf, clean, soiled)
 - Linen replenishment per item per day
 - Linen discrepancies per item per day
 - Linen use per user area per item per day
 - Monthly linen stocktaking
 - Linen Inventory Registers
 - Daily reconciliation between soiled items removed and clean items returned. Monthly recons are used as a guide for



- invoice payments.
- Must be in daily operation
- The Linen Management Department of Worcester Hospital must also be able to have access to the system via the network

- Staffing, management, control and operation of the Hospital Linen Bank
- Provision of an on-site (WORCESTER and Brewelskloof) linen distribution and exchange service
- Provision of an on-site (WORCESTER and Brewelskloof) soiled linen sorting and counting service
- Provision of an on-site (WORCESTER and Brewelskloof) sluicing of fouled linen service
- Provision of an on-site (WORCESTER and Brewelskloof) linen marking service

2.2 The Contractor shall provide these services seven days per week, within the hours mutually agreed upon between the Hospitals and the Contractor and as confirmed in the Service Level Agreement.

2.3 The contractor must provide the hardware and software for the system and have a dedicated person to operate the system.

3. ESTIMATED QUANTITIES AND BID PRICING

3.1 The quantities in Section 2, "Financial Summary" may be used for estimation purposes.

3.2 Based on the figures in Section 2, "Financial Summary", and the information supplied in Section 5, paragraph 1.1, bidders must calculate a separate **monthly price** for the Linen Management Service for the Hospitals as indicated in the bid document.

3.3 These bid prices must be indicated in Section 2, "Financial Summary" for bid evaluation purposes.

4. OBLIGATIONS OF THE CONTRACTOR

4.1 Linen Management Service

4.1.1 The Contractor is required to provide a linen management service to the Hospital as set out above and further on, 7 days per week, within the hours as mutually agreed by both parties and confirmed in the Service Level Agreement.

4.1.2 The Contractor is to provide all specified accounting services.

4.2 Liaison

4.2.1 The Contractor shall appoint a Contract Project Officer who shall work in close co-operation with the Hospital Linen Co-ordinator to facilitate the flow of accounts, payments, information, solving of problems, etc. between the parties.

4.2.1.1 The Hospital shall likewise appoint a Hospital Linen Co-ordinator to communicate with the Contract Project Officer on an ongoing basis to monitor the standard and quality of the linen management service provided and to attend to operational as well as technical problems in a positive

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manner. The Departmental Technical Officer shall assist the Hospital Linen Co-ordinator in this function.

- 4.2.2 The Contract Project Officer shall liaise with the Hospital Linen Co-ordinator on a daily basis.

4.3 Monitoring

- 4.3.1 The Hospital Linen Co-ordinator in consultation with the Departmental Technical Officer has the final responsibility to ensure that all the services rendered by the Contractor conform to the specifications of the contract in terms of quality and process.
- 4.3.2 Control sheets and management reports shall be submitted to the Hospital Linen Co-ordinator on a daily basis by the Contractor.
- 4.3.3 The Contractor is to exercise every precaution to ensure that all Hospital property entrusted to his care is secure and the possibility of loss, unauthorized use and damage is minimised. Proper auditable paper and electronic trails are to be implemented so that the point of loss can be established and the responsible party identified.

4.4 Communication

- 4.4.1 The Hospital Linen Co-ordinator shall communicate with the Contract Project Officer on an ongoing basis about routine issues and to monitor the standard and quality of the linen management service rendered.
- 4.4.2 The Hospital Linen Co-ordinator shall also address operational and technical problems that may arise in consultation with the Department Technical Officer.
- 4.4.3 A Standing Liaison Forum with identified role players from the Hospital, Department and the Contractor will be held on at least a quarterly basis.
- 4.4.4 Monthly and other ad hoc meetings will also be held with the Contractor and other stakeholders as determined by the Hospital Linen Co-ordinator.

4.5 Accounting

- 4.5.1 The Contractor shall apply Generally Acceptable Accounting Practices (GAAP) and maintain all accounting records relating to the provision of the specified linen management service.
- 4.5.2 The accounting period shall run from the first day until the last day of each calendar month. Please note that Worcester Hospital's linen reconciliation records cannot reflect periods that run from the first to the last day of each calendar month. This is due to the reconciliation system in place, which prevents for linen items removed from site in a particular month not being accounted for within the exact month in which they were removed from site.
- 4.5.3 The actual pieces of linen processed must be certified as correct by the Hospital Linen Co-ordinator and the value reflected in the accounting schedules provided in Annexure B.
- 4.5.4 The Hospital Linen Co-ordinator shall record and monitor the quantity of linen that is processed in terms of this contract.
- 4.5.5 The amount claimed monthly from the Hospital for linen processed shall not exceed the amount per piece as per Financial Summary, Section 2, subject to the provisions of Section 3, paragraph 8.
- 4.5.6 Claims for monthly payment for linen processed must be submitted to the

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Hospital Linen on the official invoice of the Contractor's organisation, supported by the schedules specified in Annexure B on or before the 7th day of the month following that in which the service was rendered.

4.5.7 The Hospital Linen Co-ordinator shall certify as correct each monthly invoice submitted by the Contractor to him for payment. The invoice shall be submitted within the specified period. (Refer paragraph 4.5.6 above)

4.5.8 Claims submitted to the Hospital for payment for the linen management service rendered, will be paid within 30 (thirty) days after receipt of a correctly completed and verified invoice.

4.5.8.1 The Hospital will not accept responsibility for delays in payment resulting from the submission of faulty or incomplete invoices and supporting documentation.

4.5.9 The Contractor shall be paid monthly as full compensation for the linen management service rendered on receipt of the invoices in the form of Annexure B, Appendix 1. A single monthly payment for services rendered will be effected. No part or interim claims for payments shall be made.

4.5.10 At any reasonable time, the Hospital Management or the Department shall be entitled to inspect all the records, accounts, invoices, purchases and other documentation of the Contractor relating to the provision of the specified linen management service in terms of the contract.

4.6 Sorting and Counting of Soiled Linen

4.6.1 The Contractor's Service Staff in the Hospital Linen Bank will perform this task. (Refer to paragraph 4.11.4 below).

4.6.2 Representatives of the hospital will oversee and give advice pertaining to the soiled area.

4.6.3 The Contractor must supply sorting bins and the linen must be sorted in these bins.

4.7 Sluicing of Fouled Linen

4.7.1 The Contractor Service Staff in the Central Sluicing Area of the Hospital Linen Bank will perform this task. (Refer to paragraph 4.11.5 below).

4.8 Collection and Dispatch of Soiled and Clean Linen

4.8.1 General

4.8.1.1 Laundry bags are to be provided as per the specification for laundry bags attached as Section 6 and maintained (i.e., cleaned and repaired) by the Contractor for linen in transit. Each laundry bag must be individually and prominently numbered on the bottom and side. The numbers shall be printed in bold lettering to make them easily legible. The supply and wash of these bags must be inclusive of the bid price.

4.8.1.1.1 All laundry bags in transit must be sealed by means of a tie-wire or alternative seals.

4.8.1.1.2 The laundry bags must be cleaned and thermally disinfected on each occasion prior to use.

Bags must be provided to distinguish between clean and soiled linen to reduce the Department's concern regarding cross-infection / contamination. A penalty will be imposed should any clean linen be found in soiled linen bags.

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4.8.1.2 The Contractor's vehicle/s must be large enough to collect/deliver linen within a reasonable timeframe for that day. The collection / delivery time must not compromise the 24-hour turnaround period for soiled linen processing. The vehicle's loading platform must be totally enclosed, secure and lockable.

4.8.1.2.1 The security of the vehicle prior to leaving the Contractor's or the Hospital's premises is to be ensured by locking the vehicle with a high security padlock, the keys of which may not be held by the driver or any other person accompanying the vehicle. Secondly, a metal seal is to be fastened in place with the lock shank as well.

4.8.1.2.2 The Contractor's vehicle conveying the clean linen from his premises to the Hospital Linen Bank must be disinfected and sanitised to standards acceptable by Hospital Infection Control before each delivery is made. Monthly testing by an accredited organisation of the vehicle's cleanliness is mandatory and shall be carried out at the Contractor's own cost. The results of the tests shall be delivered to the Hospital Linen Co-ordinator for safekeeping before 25th of each month.

4.8.1.2.3 Vehicles used for transportation of soiled linen from a healthcare facility to contractor's premises must have an emergency number displayed (of the laundry facility), so that the relevant authority can be contacted in the event of emergency e.g., accidents.

4.8.1.2.4 Searching of vehicles will be done at health entrances in terms of the Western Cape Government Search Policy. All vehicles are subject to inspections.

4.8.2 Soiled Linen

4.8.2.1 The Contract Linen Bank Supervisor shall compile a consignment note in triplicate detailing the quantity of sealed laundry bags as well as the individual bag numbers to be removed from the Hospital Linen Bank.

4.8.2.1.1 The consignment note shall also refer to the prescribed laundry lists making up the linen being removed. Two copies of the prescribed laundry lists shall accompany the consignment.

4.8.2.1.2 The consignment note shall be verified and checked by the Hospital Linen Controller as it is loaded into the Contractor's vehicle.

4.8.2.2 The vehicle when loaded shall be locked and sealed in the presence of the Hospital Linen Controller.

4.8.2.3 **NO LINEN SHALL LEAVE THE HOSPITAL WITHOUT THE SPECIFIED CONSIGNMENT NOTE BEING VERIFIED AND SIGNED BY THE HOSPITAL LINEN CONTROLLER. COPIES OF THE SIGNED CONSIGNMENT NOTE SHALL BE HANDED OVER TO THE HOSPITAL LINEN CONTROLLER AND TO THE GOODS YARD SECURITY OFFICER FOR SAFEKEEPING. IN EXCEPTIONAL CIRCUMSTANCES, IN THE ABSENCE OF THE HOSPITAL LINEN CONTROLLER, THE GOODS YARD SECURITY MUST CARRY OUT THESE FUNCTIONS.**

4.8.3 Clean Linen

4.8.3.1 Clean linen shall be delivered to the Hospital Linen Bank and shall be counted in bulk before issuing to the end users.

4.8.3.1.1 Representatives of both the hospital and the contractor will be present at the clean linen count. The daily clean linen count figure will be used for invoice purposes.

4.8.3.2 The quantity of sealed bags as well as the individual bag numbers must be

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recorded on an accompanying consignment note. The vehicle is to be locked and sealed before it leaves the Contractor's premises.

4.8.3.2.1 The prescribed laundry list for each ward/department detailing the soiled linen previously collected must be handed in to the Linen Management Department on a daily basis.

4.8.3.3 Items to be mended must be bagged separately and delivered with a separate consignment note per bag.

4.8.3.4 On arrival at the Hospital Linen Bank the Hospital Linen Controller must verify that vehicle is lock and seal and together with the Contract Linen Bank Supervisor shall check the contents of the vehicle against the consignment note, as the vehicle is unloaded.

4.8.3.4.1 THE VEHICLE MAY NOT BE UNLOADED AT THE HOSPITAL LINEN BANK UNTIL THE STATUS OF THE LOCK AND SEAL HAS BEEN VERIFIED. IN EXCEPTIONAL CIRCUMSTANCES, IN THE ABSENCE OF THE HOSPITAL LINEN CONTROLLER, THE GOODS YARD SECURITY MUST CARRY OUT THESE FUNCTIONS.

4.8.3.5 The Hospital Linen Controller shall also in conjunction with the Contract Linen Bank Supervisor have the right to open any laundry bag to check the contents against the bulk laundry list as well as for quality and finishes standards monitoring.

4.9 Linen Repairs

4.9.1 The Contractor will be responsible for the repair of linen and to ensure that the work returned to the Hospital is in a serviceable condition. Examples of repairs required are:

- Holes greater than 3 mm that shall be darned
- Theatre drapes with small holes may be repaired with heat seal patching
- Minor tears/holes on linen shall be mended to render the item suitable for use
- Repair or replacement of tie tapes, cuffs and collars on gowns
- Hemming of sheets, theatre towels etc. where seams have frayed
- Replacement of missing buttons and snap fasteners
- Repair of burst seams
- Repair of dropped hems
- Rebinding of blanket edges

4.9.1.1 These examples are only a guideline and not exhaustive in content. Repairs will be undertaken after washing and finishing the articles, and before their return to the Hospital. The average return time for items in need of repair shall be no more than three working days in addition to the laundering turn around cycle.

4.9.2 Repaired items are to be dispatched separately and delivered to the Hospital Linen Controller for inspection and quality control before the repaired linen is returned into circulation.

4.10 Condemnable Linen

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- 4.10.1 Linen that is considered to be unfit for use and which in the opinion of the Contractor cannot be repaired economically must be identified by the Contractor and returned to the Hospital Linen Bank on a daily basis.
- 4.10.2 The Contractor must deliver this linen separately to the Hospital Linen Controller for inspection and further processing.
- 4.10.3 Linen, which the Hospital Linen Controller or the Disposals Board considers usable, will be returned to circulation.
- 4.10.4 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.

4.11 Fully Managed Linen Service

4.11.1 Service Requirements

4.11.1.1 The Linen Management Service is to be a total integrated service managed and staffed by the Contractor on a 7-day per week basis. The Hospital's linen is to be managed per ward/department through the entire laundering cycle from the various soiled linen collection areas and back again, unpacked onto the shelves in the various clean linen rooms: -

- Provision of an on-site fully manned comprehensive computer aided linen stock management and usage system per individual ward/department encompassing: -
 - Linen count per day (shelf, clean, soiled)
 - Linen replenishment per item per day
 - Linen discrepancies per item per day
 - Linen use per user area per item per day
 - Monthly linen stocktaking
 - Linen Inventory Registers
 - Daily reconciliation between soiled items removed and clean items returned
- Staffing, management, control and operation of the Hospital Linen Bank
- Provision of an on-site (WORCESTER AND BREWELSKLOOF HOSPITALS) linen distribution and exchange service
- Provision of an on-site (WORCESTER AND BREWELSKLOOF HOSPITALS) soiled linen sorting and counting service
- Provision of an on-site (WORCESTER AND BREWELSKLOOF HOSPITALS) sluicing of fouled linen service
- Provision of an on-site (WORCESTER AND BREWELSKLOOF HOSPITALS) linen marking service

4.11.1.2 The Contractor shall provide these services seven days per week, within the hours mutually agreed upon between the Hospital and the Contractor and as confirmed in the Service Level Agreement.

4.11.1.3 Bidders are required to submit full details of how the linen management service will be provided with step-by-step procedures from the soiled linen collection areas back to the ward/department linen rooms.

4.11.2 Hospital Linen Bank

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- 4.11.2.1 The Hospital Linen Bank (Ground Floor, Worcester of the Clean Linen Store, Soiled Linen Sorting, Central Sluicing, Toilets, Rest Room and Supervisors Office) shall be staffed, managed, controlled and operated by the Contractor.
- 4.11.2.2 The Hospital Linen Bank shall be staffed with appropriate numbers and levels of Contract Service Staff 7 days per week at the following hours: Weekdays: 07h00 to 16h00 and Saturdays, Sunday and Public Holidays: 07h00 to 13h00.
- 4.11.2.3 A Contract Linen Bank Supervisor shall be on duty in the Hospital Linen Bank whenever it is open.
- 4.11.2.4 The Contract Service Staff shall conduct the exchange of linen and protective clothing at the Linen Bank on a one for one / exchange basis. Proper records must be kept of this process.
- 4.11.2.5 The Contractor is also to provide an ad hoc delivery service for telephonic requests. Proper records must be kept of all these transactions and included into the daily reports for linen usage.
- 4.11.2.6 The Contractor shall be responsible at all times for the safekeeping of Hospital property entrusted to his care.
- 4.11.2.7 The Hospital is to provide all the necessary services to keep the Hospital Linen Bank (all areas) including equipment (trolleys, sluice machines, counters, worktops etc.) clean, sanitised and disinfected. The contractor staff shall make use of these provisioning to maintain a good standard of hygiene and cleanliness in the Linen Bank. Special attention is to be paid to the Central Sluicing Area.
- 4.11.2.8 Wilful or negligent damage will be for the Contractors own responsibility to make good. The Hospital shall also be responsible for all first line minor maintenance of the Hospital Linen Bank areas e.g. leaking taps, replacement of light bulbs and tubes, repairs to locks/ faulty doors.
- 4.11.2.9 Authorised Hospital representatives of Hospital Management, Hospital Infection Control, Hospital Security, the Hospital Linen Coordinator and the Hospital Linen Controller shall be given reasonable access to the Linen Bank at all times by the Contractor. Such access may not be refused for functional, control or inspection purposes when requested in writing by the Hospital Management.

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4.11.3 Linen Distribution in the Hospital

4.11.3.1 General

- 4.11.3.1.1 The collection and delivery of laundry bags of soiled and clean linen to all ward/department linen rooms shall be carried out by the Contractor Service Staff.
- 4.11.3.1.2 Laundry bags are to be provided and maintained (i.e. cleaned and repaired) by the Contractor. Each laundry bag must be individually and prominently numbered on the bottom and side. The numbers shall be printed in bold lettering to make them easily legible.
- 4.11.3.1.3 The Contractor must procure and utilise their own linen trolleys when conveying the laundry bags within the Hospital. The trolleys shall be maintained and kept in good working order by the Contractor at his own cost for the duration of the contract. Under no circumstances may the trolleys used for soiled linen be used also for clean linen.



4.11.3.2 Collection of Soiled Linen in the Hospital

- 4.11.3.2.1 The Contract Service Staff must complete a consignment note when collecting laundry bags with soiled linen from the various soiled collection areas. The consignment note is to specify the total number of bags removed, bag numbers, name of the ward/department and the date removed.

The Contract Service Staff shall ensure that the Authorised Hospital Representative has previously sealed and labelled each bag. The Authorised Hospital Representative must also sign the consignment note and retain a copy.

- 4.11.3.2.2 At the Hospital Linen Bank, the Contract Linen Bank Supervisor shall receive the laundry bags, sign and check the delivery against each consignment note and forward it the Hospital Linen Controller for verification and safekeeping.

4.11.3.3 Distribution of Clean Linen in the Hospital

- 4.11.3.3.1 Clean linen being returned from the Contractor's premises to the Hospital Linen Bank shall be bulk counted before it is dispatched to the wards as per the hospital basic stock requirements.

The Contract Service Staff shall deliver the clean linen in the sealed bags and undertake the unpacking and counting of clean linen onto the specific clean linen room shelves. Linen packing must be done in categories and sizes where applicable.

4.11.3.3.1.1 THE DELIVERY OF CLEAN LINEN AND UNPACKING ONTO SHELVES SHALL ONLY OCCUR AT THE PRE-ARRANGED TIME WHEN THE HOSPITAL'S AUTHORISED REPRESENTATIVE IS AVAILABLE TO CHECK AND SIGN FOR THE RECEIPT OF THE CLEAN LINEN AS ITEMISED ON THE LAUNDRY LIST.

4.11.3.3.1.2 THE SIGNED LAUNDRY LIST IS TO BE RETURNED TO THE CONTRACT LINEN BANK SUPERVISOR WHO WILL FORWARD IT TO THE HOSPITAL LINEN CONTROLLER FOR VERIFICATION AND SAFEKEEPING.

4.11.4 Sorting and Counting of Soiled Linen in the Hospital Linen Bank

- 4.11.4.1 The Contract Service Staff shall sort and classify the soiled linen received at the Linen Bank into groups of similar items (**per ward/department**) and then count the linen together with the Hospital Linen Controller and the Contract Linen Bank Supervisor.

- 4.11.4.2 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.

- 4.11.4.2.1 The Hospital Linen Controller shall ensure that the sorting and counting process is carried out in accordance with the Standard Operating Procedures.

- 4.11.4.3 A silent count must be undertaken by one Contract Service Staff and simultaneously witnessed/confirmed by the Contract Linen Bank Supervisor and the Hospital Linen Controller.

- Once the Hospital Linen Controller has confirmed the count, it must be recorded by the Contract Linen Bank Supervisor onto the prescribed laundry list, which is to be completed in triplicate.
- One copy of the prescribed laundry list is to be handed to the Hospital Linen Controller for filing and record purposes. The other two copies are to accompany the soiled linen.

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- 4.11.4.3.1 On confirmation of the count the soiled linen must be uplifted and stored in suitable holder per classification e.g. sheets pillowcases, etc.
The holder is to be provided by the contractor at his own cost.
- 4.11.4.3.2 When all the linen has been counted, the holders must be emptied and the soiled linen, per classification, packed into individually numbered laundry bags. The laundry bags are to be sealed in the presence of the Hospital Linen Controller by means of a tie-wire or alternative seal.
- 4.11.4.4 The removal of soiled linen bags to the Contractor's premises shall comply with the procedures as specified in paragraphs 4.8.2 to 4.8.2.3.

4.11.5 Central Sluicing in the Hospital Linen Bank

- 4.11.5.1 The Contract Service Staff deployed to the Central Sluicing area shall be properly protected by means of gowns, masks, gloves, headwear, and footwear (to be supplied by the Contractor). Proper barrier control must be implemented between the Central Sluicing area and the rest of the Linen Bank. The Standard Operating Procedures for sluicing of linen are to be observed.
- 4.11.5.2 The Contractor to provide an additional employee to assist with sluicing and counting of linen and cost must be included the contract costing.
- 4.11.5.2 Fouled linen that is collected from ward/departments should be contained in a green plastic bag. Such linen is not safe to handle in the normal manner. Upon receipt of such fouled linen, the Contract Linen Bank Supervisor is to immediately deliver it to the Central Sluicing area in the Linen Bank.

4.11.5.2.1 Fouled linen may not be removed for off-site sluicing at the Contractor's own premises.

- 4.11.5.3 The Contract Service Staff shall immediately empty the green bag onto an appropriate sorting surface in order to remove solid and other waste. The waste shall be put into Hospital supplied red plastic bags and delivered to the waste area daily for the Hospital to dispose of.
- 4.11.5.3.1 The fouled linen is to be put into a sluicing machine. When the items have been thoroughly sluiced, they must be appropriately bagged and returned to the Contract Linen Bank Supervisor for inclusion in the soiled linen count.
- 4.11.5.3.1.1 It is the Contractor's own responsibility to provide suitable and sufficient sluice machines for this purpose. The sluicing machines should not have a capacity of less than 23 kg. A minimum of two sluice machines will be required.

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4.11.6 Differentiated Service Areas

- 4.11.6.1 The Hospital Linen Co-ordinator may at any time direct the Contract Project Officer to treat designated areas or services as a "closed loop linen cycle". In other words the linen for these areas must be handled separately and not as for pooled linen. The linen for these areas shall thus **only** be used for that ward/service.

4.11.7 Linen Shelf Count



4.11.7.1 Where and when required the Contract Service Staff shall conduct linen shelf count in the ward/department linen rooms and the results shall be reported to Hospital Linen Controller.

4.11.8 Linen Stocktaking

4.11.8.1 The Contractor Service Staff shall conduct comprehensive weekly and monthly stock taking of linen in the ward/departments and the results shall be reported. Contractor staff must be duly scheduled on the monthly duty roster for linen stocktaking.

4.11.9 Linen Inventory Management

4.11.9.1 The Contractor in conjunction with the Hospital shall be responsible for managing and controlling linen in the Hospital and minimising linen stock losses. Also in conjunction with the Hospital the Contractor shall also furnish a mutually agreed upon plan to identify potential linen losses. These findings be reported to the Hospital Contracts Manager on a continuous basis.

4.11.10 Marking of Linen

4.11.10.1 The Contractor will be required to mark all additional and replacement linen on-site (WORCESTER) as well as the remarking of existing linen as directed from time to time by the Hospital Linen Co-ordinator.

4.11.10.2 The Contractor may for this purpose utilise the Hospital's Heat-seal Press and Hospital's own consumables (labels) for this service.

4.11.10.2.1 The Contractor shall be responsible for the care and maintenance of the Heat-seal Press whilst in his care.

4.11.11 Staffing

4.11.12.1 Organisation

4.11.12.1.1 Sufficient and appropriate numbers and levels of staff must be provided by the Contractor to render the specified on-site (WORCESTER) services satisfactorily and efficiently at all times as illustrated Section 1, under the heading: Contractor Staff.

4.11.12.1.2 Bidders shall submit an organogram of the proposed Linen Management Service staff that will be deployed on-site at the Hospitals. (Their qualifications, experience and duties must also be provided).

4.11.12.1.3 Bidders shall ensure that appropriate supervisory structures are in place in order that the Contract Service Staff engaged in the provision of the service are always adequately supervised and perform their duties properly at all times.

4.11.12.1.4 Full details shall be submitted of the numbers and categories of staff to be deployed **per shift**.

4.11.12.1.5 CV's of the supervisor and staff to be provided.

4.11.12.1.6 A Supervisor with sound knowledge and skills must be available at all times to plan and monitor the work, and to meet with Management whenever required to do so. This person must be able to visit the various hospitals/sites within the various Sub-districts. Transport to be made available by the Bidder. Bidder to ensure that the Manager will be able to travel between various sites in the Sub Districts on ad hoc basis when an emergency situation arises or on routine visits. Bidder to

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ensure that manager has the means to communicate with role players: this will include cell phone and airtime as well as email facilities.

Proof of training records of Supervisor in this regard must accompany the bid.

Experience: Appropriate comprehensive linen/laundry experience in a health services environment.

Competencies of the Supervisor to include: computer training and human resource management.

Competencies of the supervisor to include: Grade 10, numeracy and literacy skills, stock/linen management skills and supervisory skills.

Also sound knowledge of Occupational Health and Safety rules in a linen/laundry service.

4.11.12.2 **Dress Code of Staff**

- 4.11.12.2.1 The Contractor shall ensure that his staff are appropriately dressed and presentable at all times while on the Hospital premises.
- 4.11.12.2.2 All of the Contractor's staff shall wear appropriate and uniform protective clothing, which must be clearly and prominently embossed with a company logo, and shall be of a standard that is not inferior to that of the Hospital's own staff engaged in similar duties. Contracting staff working in the Theatres should wear the companies own dedicated theatre scrubs.
- 4.11.12.2.3 The Contractor shall provide his staff with photo identification badges, which shall be worn and displayed at all times by the staff while on the Hospital premises.

4.11.12.3 **Smoking**

- 4.11.12.3.1 The Contractor's staff shall comply with the Departmental smoking policy.

4.11.12.4 **Control of Staff**

- 4.11.12.4.1 The Contractor's staff engaged in the provision of the service shall be under the control and direction of the Contractor's on-site supervisory staff who shall be responsible to maintain control and discipline at all times.

4.11.12.5 **Conduct of Staff**

- 4.11.12.5.1 The Contractor shall ensure that his staff carry out their duties and behave in as quiet and orderly a manner as may be reasonably practicable while on Hospital premises; that they shall have regard for the nature of the duties they perform and, that no unreasonable or unnecessary disruption will be caused to the routine and procedures of the Hospital's staff and Hospital functioning.
- 4.11.12.5.2 Contractor's staff is to respect the hospital patients' rights of privacy and confidentiality.
- 4.11.12.5.3 While on the Hospital premises, staff shall comply with Hospital policy

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and procedures and shall comply with safety and security directives.

4.11.12.5.4 The Hospital Linen Co-ordinator shall have the right to instruct the Contract Project Officer to remove, from the Hospital premises, any of the Contractor's staff who engages in horseplay, is disorderly, is disruptive, who transgresses any Hospital policy, who is under the influence of alcohol or other substance, who divulges any detail of hospital patients or whose presence on site is undesirable.

4.11.12.5.5 No organised labour activity is allowed on hospital premises.

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Section 5: Laundry Bag Specification

<u>SPECIFICATION DETAILS</u>	<u>COMMENTS</u>
<p>1. <u>Applicable Standards</u> The latest issues of the following standard form part of this specification: SANS 0101 - Standard nomenclature for stitches, seams and stitching.</p> <p>2. <u>Scope</u> This specification covers the material, cut and make of Laundry Bags.</p> <p>3. <u>Requirements</u></p> <p>Materials All materials used in the manufacture of the bags specified herein shall be sourced and supplied by the manufacturer.</p> <p>a. <u>Fabric</u> The Fabric used for the manufacture of the Laundry Bags described in this Specification shall be as follows: <u>Type:</u> 300D being 100% Polyester Twill. <u>Construction:</u> 300D x 300D x 110T. <u>Weight:</u> Approximately 200gsm with maximum 5% tolerance either way.</p> <p>b. <u>Eyelets</u> Eyelets used shall be of acceptable stainless steel or intrinsically corrosion resistant metal eyelets having an inside diameter of 15mm.</p> <p>c. <u>Webbing</u> 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.</p> <p>d. <u>Sewing Thread</u> A white core-spun thread having a breaking strength of at least 35N and a linear density compatible with the fabric as described above. The colour shall be an acceptable match to that of the fabric used.</p> <p>4. <u>Workmanship</u> The workmanship applied to the manufacture of the Laundry Bags shall be of a high standard and free of any defects.</p> <p>5. <u>Style</u></p> <p>a. The Laundry Bag shall be square with a base size of 500mm x 500mm and have a finished height of 900mm.</p> <p>b. The fabric at the bottom of the bag shall be turned up sufficient to cause a 100mm reinforcing hem to be formed.</p> <p>c. The Fabric at the top of the bag shall be turned down sufficient to cause a 50mm reinforcing hem to be formed.</p> <p>d. There shall be a double base sewn into the bottom of the bag.</p> <p>e. There shall be 10 (ten) evenly spaced eyelets inserted into the top reinforcing hem.</p> <p>f. 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</p>	



reinforcing patch to the top of the bag.

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.

- g. 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.
- h. 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**

All stitching shall be in accordance with SANS 0101 and shall be between 28 and 32 stitches per 100mm.

- a. All Block and Cross stitches to have an outside block measuring 15mm x 25mm and stitches to be 4mm in Length. (Type 301)
- b. All Side Seams down the length of the bag to be Minimum Double Row of Stitching.
- c. The Double Base to be inserted using a Double Needle Chain stitch and a Single row of Lock stitch. (Type 301)
- d. All Chain stitch to be 3mm Stitch Length.
- e. All Lock stitch to be 4mm Stitch Length. (Type 301)

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Definition of pricing structures

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

1. Firm prices

- 1.1 Firm prices are 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 is binding upon the contractor in terms of a law or regulation and has a demonstrable influence on the prices of any supplies, for the execution of the contract.

The following two pricing structures will also be considered as firm prices:

- 1.2 Firm prices linked to fixed period adjustments, i.e., five tier prices (firm 1st, firm 2nd, firm 3rd, firm 4th and firm 5th year prices), only subject to the variables indicated in the above paragraph.
- 1.3 Firm prices subject to rate of exchange fluctuations. (It is compulsory that the table below be completed for prices subject to rate of exchange variations).

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

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

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
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2. Non-firm prices

Non-firm prices **are either prices** linked to proven adjustments **or prices** linked to escalation formula adjustments.

2.1 It is compulsory that the variable factors and their weights be indicated where prices are linked to proven adjustments.

The table below serves only as a guide and bidders must include all other information deemed necessary.

ITEM NO	PRICE	OVERHEADS AND PROFIT	VARIABLE FACTOR (Provide factor e.g. manufacturer increase)	WEIGHT OF VARIABLE FACTOR/S

2.2 In cases where prices are subject to the escalation formula, the next table must be completed.

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

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + \dots Dn \frac{Rnt}{Rno} \right) + VPt$$

Where:

Pa = The new escalated price to be calculated.

(1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**

D1, D2 various = **Each factor of the bid price e.g. labour, transport, clothing, footwear, etc. The total of the factors D1,D2 etc. must add up to 100%.**

R1t, R2t = Index figure obtained from new index (depends on the number of factors used).

R1o, R2o = Index figure at time of bidding.

VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. THE FOLLOWING INDEX/INDICES WAS USED TO CALCULATE THE BID PRICE:

Index Dated Index Dated Index Dated
 Index Dated Index Dated Index Dated

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

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

Please note: Proven cost adjustments and formula-based adjustments cannot both be entertained at the same time.

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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;



“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 the, is guilty of the offence of corruption.

“CSD” means the Central Supplier Database maintained by National Treasury;

“employee”, in relation to –

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

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(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:

(i) resigned as an employee of the government institution or;

(ii) cease conducting business with an organ of state or;

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- (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.

SECTION A DETAILS OF THE ENTITY

	CSD Registration Number	MAAA
	Name of the Entity	
	Entity registration Number (where applicable)	

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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)? (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.)					NO YES icon "Register for facsimile number"
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

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.

WESTERN CAPE GOVERNMENT: HEALTH

DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)

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SIGNED



- 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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 DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)
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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 –
 - (a) The B-BBEE status level certificate issued by an authorized body or person;
 - (b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
 - (c) Any other requirements prescribed in terms of the Broad-based Black Economic

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SIGNATURE OF BIDDER



- 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:
- (a) 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
- (b) 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

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Total points for Price and B-BBEE must not exceed	100	100
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- 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:

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

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

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

5.1 POINTS AWARDED FOR PRICE

80/20

$$P_s = 80 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right)$$

90/10

$$P_s = 90 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right)$$

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

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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.
- 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.

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

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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 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

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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 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.

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

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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.

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 fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

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.

21. Delays in

- 21.1 Delivery of the goods and performance of services shall be made by the

**the
supplier's
performance**

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.

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. Limitation of
Liability**

- 28.1 Except in cases of criminal negligence or willful 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.

**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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