

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LIMPOPO DEPARTMENT OF HEALTH					
BID NUMBER:	HEDP 006/23/24	CLOSING DATE:	28 JUNE 2023	CLOSING TIME:	11:00
DESCRIPTION	RENDERING OF LAUNDRY SERVICES IN THE LIMPOPO DEPARTMENT OF HEALTH FOR A PERIOD OF THIRTY- SIX (36) MONTHS .				
BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF HEALTH, 18 COLLEGE STREET, POLOKWANE, LIMPOPO PROVINCE					
THE BID BOX IS GENERALLY OPEN 24 HOURS, 7 DAYS A WEEK.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. Motene NM / Ms. Simango T.O		CONTACT PERSON	Ms. Ranoto Q / Mr. Kgooa M	
TELEPHONE NUMBER	(015) 293 6350 / (015) 293 6352 (063) 692 9368 / (071) 861 9937		TELEPHONE NUMBER	(015) 293 6335 / (015) 287 5324 (083) 557 6512 / (072) 467 3141	
E-MAIL ADDRESS	Ntlama.Maphahlele@dhsd.limpopo.gov.za Tintswalo.Simango@dhsd.limpopo.gov.za		E-MAIL ADDRESS	Khutso.Moshoeu@dhsd.limpopo.gov.za Mabitsela.Molepo@dhsd.limpopo.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <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
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<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 QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS BELOW]	
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 2.3 BELOW.					

INVITATION TO BID

SBD1

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 (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:.....

PRICING SCHEDULE – NON-FIRM PRICES (SERVICES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid number.....
Closing Time 11:00.....	Closing date.....

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

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

- Required by:
- At:
- Brand and model
-
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery: *Firm/not firm

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

*Delete if not applicable

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

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

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

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

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

[illegible]

PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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=		

Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

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

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/10 system) (To be completed by the tenderer)
Enterprise Located in Limpopo	5/20	
SMMEs	5/20	
Woman	3/20	
Disabled Person	3/20	
Youth	4/20	

4.2.1. **People living with Disability:** Submission of signed-offer by a Medical Practitioner(Doctor's letter) indicating whether the disability is temporary or permanent. Affidavit detailing the above will also be acceptable.

4.2.2. **Women :** Bidders must submit the latest full Central Supplier Database (CSD report). **The date of the report must be the latest i.e. at least 5 days before the Bid Closure.**

4.2.3. **Youth:** Bidders must submit the latest full Central Supplier Database (CSD report). **The date of the report must be the latest i.e. at least 5 days before the Bid Closure.**

4.2.4. **Enterprise Located in Limpopo:** Bidders must attach proof of residence of where the enterprise is allocated.

4.2.5. **SMMEs:** Bidders must attach valid original sworn affidavit

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

**GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT**

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

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

TABLE OF CLAUSES

- 1. Definitions
- 2. Applications
- 3. General
- 4. Standards
- 5. Use of contract document and information; inspection
- 6. Patent rights
- 7. Performance security
- 8. Inspections, tests and analysis
- 9. Packing
- 10. Delivery and documents
- 11. Insurance
- 12. Transportation
- 13. Incidental services
- 14. Spare parts
- 15. Warranty
- 16. Payments
- 17. Prices
- 18. Contract amendments
- 19. Assignment
- 20. Subcontractors
- 21. Delays in the supplier's performance
- 22. Penalties
- 23. Termination for default
- 24. Dumping and countervailing duties
- 25. Force Majeure
- 26. Termination for insolvency
- 27. Settlement of disputes
- 28. Limitation of liability
- 29. Governing language
- 30. Applicable law
- 31. Notices
- 32. Taxes and duties
- 33. National Industrial Participation Programme (NIPP)

General Conditions of Contract

1. Definitions	<p>The following terms shall be interpreted as indicated:</p> <ol style="list-style-type: none"> 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids. 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations. 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidised 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 recognised 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.
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	<p>1.21 "Purchaser" means the organization purchasing the goods.</p> <p>1.22 "Republic" means the Republic of South Africa.</p> <p>1.23 "SCC" means the Special Conditions of Contract.</p> <p>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.</p> <p>1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.</p>
2. Application	<p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
3. General	<p>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.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Bid Bulletin. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p>
4. Standards	<p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
5. Use of contract documents and information; inspection.	<p>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.</p> <p>5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.</p> <p>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.</p>
6. Patent rights	<p>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.</p>
7. Performance Security	<p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> (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 <p>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</p>

	obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
8. Inspections, tests and analyses	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>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.</p> <p>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.</p> <p>8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.</p> <p>8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p> <p>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.</p> <p>8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</p>
9. Packing	<p>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.</p> <p>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.</p>
10. Delivery and documents	<p>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.</p> <p>10.2 Documents to be submitted by the supplier are specified in SCC.</p>
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	<p>13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> (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;

	<p>(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</p> <p>(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.</p> <p>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.</p>
14.Spare parts	<p>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:</p> <p>(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</p> <p>(b) in the event of termination of production of the spare parts:</p> <p>(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p> <p>(ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
15.Warranty	<p>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.</p> <p>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.</p> <p>15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>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.</p> <p>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.</p>
16.Payment	<p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>
17.Prices	<p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorised in SCC or in the purchaser's request for bid validity extension, as the case may be.</p>
18.Contract Amendments	<p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p>
19.Assignment	<p>19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p>
20.Subcontracts	<p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p>

21.Delays in the supplier's performance	21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
	<p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p>
	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.
	<p>21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.</p> <p>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.</p>
22.Penalties	22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
23.Termination for default	<p>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:</p> <ul style="list-style-type: none"> (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; (b) if the Supplier fails to perform any other obligation(s) under the contract; or (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. <p>23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.</p> <p>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.</p> <p>23.4 If a purchaser intends to impose a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 24 days the purchaser may regard the intended penalty as not objected against and impose it on the supplier.</p> <p>23.5 Any restriction imposed on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, should be applicable to any other enterprise or nay partner, manager, director or other person who wholly or party exercises or exercised or may exercise control over the enterprise of the first mentioned person, and with which enterprise or person the first mention person, is or was in the opinion of the AO/AA actively</p>

	<p>associated.</p> <p>23.6 If a restriction is imposed, the purchaser must, within 5 days of such imposition is imposed, the purchaser must within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <ol style="list-style-type: none"> The name and address of the supplier and / or person restricted by the purchaser; The date of commencement of the restriction; The period of restriction; and The reasons for the restriction. <p>These details will be loaded in the National treasury's central database of suppliers or person prohibited from doing business with the public sector.</p> <p>23.7 If a court of law convicts a person on an offence as contemplated in section 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 Bid 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 5 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's web-site.</p>
24. Anti-dumping and countervailing duties and rights	<p>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.</p>
25. Force Majeure	<p>25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.</p> <p>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.</p>
26. Termination for insolvency	<p>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.</p>
27. Settlement of Disputes	<p>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.</p> <p>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.</p> <p>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.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>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.</p>

28.Limitation of Liability	<p>28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>(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</p> <p>(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</p>
29.Governing Language	<p>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.</p>
30.Applicable Law	<p>30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>
31.Notices	<p>31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.</p> <p>31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.</p>
32.Taxes and Duties	<p>32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>
33. National Industrial Participation Programme (NIP)	<p>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.</p>
34.Prohibition of Restrictive practices	<p>34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p> <p>34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.</p>

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LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF
HEALTH

TERMS OF REFERENCE

**HEDP 006/23/24: THE RENDERING OF LAUNDRY SERVICES IN THE LIMPOPO
DEPARTMENT OF HEALTH FOR A PERIOD OF THIRTY- SIX (36) MONTHS .**



LIMPOPO

PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF HEALTH

1. PURPOSE

1.1 To request potential service providers to submit bids for the rendering of laundry services at various institutions within the Limpopo Department of Health for a period of thirty-six (36) months.

2. BACKGROUND

2.1 The Department of Health in Limpopo Province intends to provide laundry services to identified institutions for a period of thirty-six (36) months.

3. SCOPE OF WORK

The following will constitute the scope of work to be provided by the appointed service provider(s):

- 3.1 Counting, Collection, washing, drying, ironing and delivery of clean and folded laundry (e.g. hospital linen, clothing for doctors, patients and any other various laundry required by the department) to various institutions within the Limpopo Department of Health, as and when a need arises.
- 3.2 Laundry to be counted upon collection from the institutions, washed, ironed and to be counted upon return to the institution it was collected from.
- 3.3 Utilize Detergents and disinfectants that are approved by South African Bureau of Standards (SABS).
- 3.4 Collection, Processing and Delivery of laundry must be in compliance with infection control requirements. Repairing of torn laundry as requested by institutions.

3.5 Account for all linen

3.6 NB: The services will be required as and when the need arises.

4 TABLE 1: LIST OF HOSPITALS / INSTITUTIONS

NO	DISTRICT	NAME OF THE HOSPITAL
1	CAPRICORN DISTRICT	BOTLOKWA HOSPITAL POLOKWANE HOSPITAL MANKWENG HOSPITAL SESHEGO HOSPITAL W.F KNOBEL HOSPITAL HELENA FRANZ HOSPITAL ZEBEDIELA HOSPITAL THABAMOOPO HOSPITAL LEBOWAKGOMO HOSPITAL PRIMARY HEALTH CARE FACILITIES
2	VHEMBE DISTRICT	DONALD FRASER HOSPITAL ELIM HOSPITAL HAYANI HOSPITAL LOUIS TRICHARDT HOSPITAL MESSINA HOSPITAL SILOAM HOSPITAL MALAMULELE HOSPITAL TSHILIDZINI HOSPITAL PRIMARY HEALTH CARE FACILITIES
3	MOPANI DISTRICT	EVUXAKENI HOSPITAL KGAPANE HOSPITAL LETABA HOSPITAL MAPHUTHA MALATJI HOSPITAL DR CN PHATUDI HOSPITAL

		SEKORORO HOSPITAL NKHENSANI HOSPITAL VAN VELDEN HOSPITAL PRIMARY HEALTH CARE FACILITIES
4	SEKHUKHUNE DISTRICT	GROBLERSDAL HOSPITAL MATLALA HOSPITAL MECKLENBURG HOSPITAL PHILADELPHIA HOSPITAL ST RITAS HOSPITAL
5	WATERBURG DISTRICT	ELLISRAS HOSPITAL GEORGE MASEBE HOSPITAL F.H.ODENDAAL HOSPITAL VOORTREKKER HOSPITAL MOKOPANE HOSPITAL MDR TB HOSPITAL THABAZIMBI HOSPITAL WARMBATHS HOSPITAL WITPOORT HOSPITAL PRIMARY HEALTH CARE FACILITIES

NB: THE SERVICES WILL ALSO COVER ALL THE FEEDER CLINICS AND ANY OTHER FACILITIES WITHIN THE DEPARTMENT OF HEALTH.

5 CATEGORY A CLOTHING ITEMS APPLICABLE FOR THIS BID

ITEM NO.	CLOTHING DESCRIPTION
1)	Baby Bootee/Socks
2)	Baby Wrappers
3)	Doctor's Cap
4)	Doctor's Trouser and Tops (Theatre)
5)	Doctor's White Coat

6)	Gowns (Children)
7)	Gown
8)	Jacket Adult
9)	Pyjamas Shirt (Adult)
10)	Pyjamas Trouser (Adult)
11)	Pyjamas Trouser (Children)
12)	Pyjamas Shirt (Children)
13)	New Baby Born Dress
14)	Night Dress (Adult)
15)	Operating Theatre Gown (Short & Long sleeves)
16)	Operating Theatre Patient's Gown (Children & Adult)
17)	Theatre Boots
18)	Neonates Bonnets (Hats)
19)	Night Dress (Children)
20)	T-Shirt
21)	Underwear (Female)
22)	Underwear (Male)
23)	Nurses Wrap overs

6 CATEGORY B LINEN ITEMS APPLICABLE FOR THIS BID

ITEM NO.	LINEN DESCRIPTION
1.	Bath Towel
2.	Bedpan Cover
3.	Blankets S & L
4.	Bunny Blanket
5.	Comforter
6.	Cot Blanket
7.	Counterpane (Cot)
8.	Counterpane S & L

9.	Cradle Baby
10.	Crepe Cover
11.	Sheets
12.	Curtain Screen (Wards)
13.	Draw Sheets
14.	Duvet Cover
15.	Duvet Inner
16.	Laundry Bags
17.	Kit Bags (Patient private clothing)
18.	Mayo Cover Theatre
19.	Pillow
20.	Pillow Case
21.	Table Cloth
22.	Theatre Boots
23.	Theatre Towel (Green)
24.	Window Curtain

NB: THE LAUNDRY ITEMS ARE NOT LIMITED TO THE ABOVE LIST.

7 TECHNICAL REQUIREMENTS / SPECIFICATIONS (LAUNDRY SERVICES)

NB: These requirements are operation related and will be verified through business operational site inspection by the Bid Evaluation Committee Members or any designated officials.

Operational compliance on laundry collection, decontamination, washing, drying, ironing, inspection, sewing, folding, packaging, transportation, delivery and accounting methods shall be monitored by the relevant stakeholders at any time after bid award.

7.1. LAUNDRY PROCESSING CYCLE

Laundry Processing Cycle should allow a progressive work flow pattern that commences with:

- 7.1.1 Dirty linen & clothing entry and receiving area – to be separate from all other areas for prevention and control of infection;
- 7.1.2 Sluicing of soiled linen
- 7.1.3 Washing and cleaning area
- 7.1.4 Ironing area
- 7.1.5 Folding and packaging area
- 7.1.6 Well shelved laundry storage area (linen bank)
- 7.1.7 Distribution area
- 7.1.8 Exit area

NB: For infection prevention and control the laundry facility must have a separate entrance for soiled and exit for clean laundry. This separation must be clearly marked between clean and dirty areas and between the flow of dirty linen / material and clean linen / material.

7.2. LAUNDRY COLLECTION

- 7.2.1. Laundry must be collected daily from the healthcare facilities.
- 7.2.2. The containers must be transparent, leak proof laundry bags and be capable of being closed securely to prevent laundry from falling out and limiting contact with the workers;
- 7.2.3. Personnel handling laundry must at all-time use personnel protective equipment (PPE) as prescribed by applicable health laws and regulations;
- 7.2.4. The collection of soiled, wet laundry must be in closed containers, preventing contamination of the environment and handler, during collection, transportation and storage prior to processing.
- 7.2.5. The containers must not be overloaded;
- 7.2.6. The service provider shall collect laundry from a central point at the hospital.
- 7.2.7. Laundry must be sorted, counted and recorded before collection.

7.2.8. The service provider has the responsibility to count and check the physical condition of each and every item collected to avoid undue liability.

7.3. LAUNDRY PRE-WASH (SLUICING) & DECONTAMINATION

7.3.1. The sorting of soiled laundry must begin at the point of use and continue at the point of dirty laundry collection area in the hospital laundry.

7.3.2. Soiled laundry must be sorted, pre-washed or sluiced and cleaned at a cycle not exceed 50o C. This is to avoid coagulation of proteinaceous material on the linen.

7.3.3. Use of an approved detergent and bleach in the correct concentrations, in the decontamination/dirty area.

7.3.4. Standard Precautions must be followed during containment of soiled or contaminated laundry.

7.3.5. Collection and delivery vehicles must be washed and disinfected before collection and after delivery.

7.4. LAUNDRY WASHING

7.4.1. Washing cycle to be at 65oc for 10 minutes, or 70oc for 3 minutes.

7.4.2. Make use of detergent that is compliant with SABS and free from skin irritation agent and chemicals that may cause damage to laundry.

7.4.3. All laundry items with infectious body waste/secretions must be disinfected as prescribed by infection prevention and control standards.

7.4.4. Washed laundry to be free from offensive odour/smell.

7.4.5. Personnel handling laundry must at all-time use personnel protective equipment (PPE) as prescribed by applicable health laws and,

7.4.6. Soiled laundry must be sorted in clearly demarcated areas and shall be separated from clean laundry by a wall/physical barrier to prevent cross-contamination by splashing, airborne particles, or personnel working with soiled laundry.

7.5. LAUNDRY DRYING

- 7.5.1. Laundry must be extracted and completely dried in a manner that is preserved and minimises bacteriological growth after washing;
- 7.5.2. Under no circumstances should laundry be washed by hand and hung out in the open to dry;
- 7.5.3. Should any laundry become soiled or contaminated during this process, it must go through the entire washing cycle again; and
- 7.5.4. Laundry must not be packed for delivery whilst wet/moist (must be completely dry).

7.6. LAUNDRY IRONING AND FOLDING

- 7.6.1. The process of ironing and folding laundry must ensure that the laundry is maintained in the same clean state that they were extracted from the washer;
- 7.6.2. Folding of laundry must be symmetrical with front-side facing one way for easy counting and write total number of items per pack on top of each plastic bag/package or tag;
- 7.6.3. Ironing equipment must be maintained in good operating condition so that it adequately irons the laundry without excessive heat, pressure, or mechanical damage;
- 7.6.4. Folding tables must be clean and flat so that laundry can be folded without damage or contamination; and
- 7.6.5. Ironing should not damage the material and original colour of all laundry items.

7.7. LAUNDRY PACKAGING

- 7.7.1. Packaging must be according to identical items and folded side facing one- way.
- 7.7.2. Packaging of clean laundry must be in transparent bio-degradable plastic bags.
- 7.7.3. Packaging and storage of clean laundry must maintain the clean state of the laundry for delivery.
- 7.7.4. The laundry should be wrapped in fluid-resistant/securely sealed plastic bags.

7.7.5. It is the responsibility of the service provider to provide plastic bags.

7.8. LAUNDRY TRANSPORTATION

7.8.1. Transportation of laundry must be as prescribed by applicable legislation.

7.8.2. The laundry must be transported using a vehicle(s) with closed dust proof canopy (ies) or panel vans.

7.8.3. Prior to delivery of clean laundry, the delivery vehicle must be cleaned and disinfected according to the current SOP to be frequently updated as prescribed by infection prevention and control guidelines such as:

7.8.4. World Health Organisation Practical Guidelines for Infection Control in Health facilities 8 December 2003.

7.8.5. Practical Manual for Implementation of the National Infection Prevention and Control Strategic Framework March 2020

7.8.6. World Health Organisation Prevention of Hospital Acquired Infections – Second Edition 2002

7.8.7. Norms and Standards for Environmental Health and Occupational Hygiene (South Africa)

7.8.8. Dirty laundry must not be transported with clean laundry

7.9. LAUNDRY DELIVERY

7.9.1. Clean laundry delivered will be checked for laundering quality by the institution's infection prevention and control team.

7.9.2. Laundered laundry delivered will be checked for cleanliness and counted by a delegated representative of the hospital.

7.9.3. In the event where laundry from different hospitals is mixed, the service provider must return the mixed laundry to the client hospital.

7.10. TRACKING SYSTEM TO MONITOR AND COUNT LINENS AT LAUNDRIES AND HEALTH CARE FACILITIES

- 7.10.1. Laundry collected for cleaning, disinfection and eventual sterilization to external or outsourced laundry services faces loss or distribution to the facilities they do not belong to.
- 7.10.2. To limit the loss of laundry and misdirection of some of them to wrong facilities. The appointed laundry service provider is requested to include in his service package a system to maintain an accurate electronic linen or uniform count, track and monitor different type of laundry.
- 7.10.3. The laundry service provider may propose better innovative linen tracking technologies such as those used in the hospitality industry in order to also tighten loss control.
- 7.10.4. The System provides the ability to read entire carts of soiled laundry and racks of clean laundry at one time – automatically.

7.11. LAUNDRY BUILDING STRUCTURE

- 7.11.1. The building structure must in terms of Municipal authority approved building structure certification original copy certificate e.g. Health Certificate which attests the suitability of the structure for the business must be attached
- 7.11.2. Floor should be rust-proof, non-slippery, washable, provide drainage system for water spillage
- 7.11.3. Ceiling should be smooth, washable, moisture proof, with minimum height of 3.5 meter from floor level.
- 7.11.4. Walls should be washable and free from crevices, corners, edges.
- 7.11.5. Doors should be wide enough to admit heavy machinery and trolleys.
- 7.11.6. Natural light during the day (Window are constituting 10% of the floor area) is preferred and artificial light in the evening and night.
- 7.11.7. For ventilation: Windows to be wide enough 5% of the window area which is openable) to allow natural ventilation (17-40) air changes per hour or mechanical ventilation with 12 air changes per hour is recommended.

- 7.11.8. Power supply enough to cover a minimum of 3 KW hour per 45 KG of laundry and there should be a stand by generator.
- 7.11.9. There should be provision of adequate supply of water. Approximately 15 litres of hot water and 10 litres of cold water required per 0.5 kg of linen processed
- 7.11.10. Laundering physical structure (must comprise of) clearly and properly separated laundry operational areas

7.12. Laundry receiving area

- 7.12.1. To be close to the main entrance and separate from the dispatching area.
- 7.12.2. The doors to be wide enough to allow laundry carts/trolleys.
- 7.12.3. Soiled-linen carts should be available and clearly identified.
- 7.12.4. The wide tables for counting and sorting the linen.
- 7.12.5. The tables to be cleanable and withstand constant cleaning and disinfection.

7.13. Laundry washing area

- 7.13.1. The washing area should be equipped with functional industrial washing machines
- 7.13.2. A water drain should be made available with the floor slopped directing spilled water to the drain.
- 7.13.3. The floor should be washable and non-slippery.

7.14. Ironing area

- 7.14.1. Ironing area industrial an sheet Iron machine, as well as industrial hand irons.
- 7.14.2. At least 1 functional industrial roller iron/flatwork ironer on site
- 7.14.3. Next to it should be a huge sorting and packaging desk/table.
- 7.14.4. Clean linen trolleys should packaging table.
- 7.14.5. Floor should be non-slippery without any obstructing objects. Laundry should only be sorted and packaged on tables/desks

7.15. Drying area

- 7.15.1. The floor must be non-slippery
- 7.15.2. Should have adequate ventilation and light

7.16. Inspection & sewing area

- 7.16.1. A laundry Inspection table to be available and cleanable
- 7.16.2. Seamstress area should be available
- 7.16.3. There should be at least two industrial sewing machines.
- 7.16.4. Suitable Chairs for the people working in there.

7.17. Clean laundry storage area

- 7.17.1. The floor must be non-slippery
- 7.17.2. Should have Adequate ventilation and lighting
- 7.17.3. Shelves that are moisture-proof to prevent growth of the mould

7.18. Clean laundry packing area

- 7.18.1. The floor must be non-slippery
- 7.18.2. Have adequate ventilation and light
- 7.18.3. Wide tables for packaging of linen items
- 7.18.4. Shelves that are moisture-proof to prevent growth of mould

7.19. Clean laundry dispatch area

- 7.19.1. Exit or dispatching area separate from the entrance or receiving area
- 7.19.2. The doors to be wide enough to allow laundry carts/trolleys
- 7.19.3. The wide tables for counting and sorting the dispatched linen
- 7.19.4. The floor must be non-slippery
- 7.19.5. Adequate ventilation and light

7.20. The laundry facility must have access control and security mechanism in the premises. It should be located in an area that has ample daylight and natural ventilation, adjacent to the adequate water and power supply.

8 ACCOUNTING FOR LAUNDRY

- 8.1 Each laundering cycle must be recorded in a register from the reception of dirty laundry to the stored clean laundry, filling all fields of the process until the storage of ready to deliver packages to the LDoH (SOPs applied with specific checking indicators or verifiers).
- 8.2 The service provider should delegate a representative for checking and counting of laundry prior to collection of soiled laundry and upon delivery of clean laundry.
- 8.3 Laundry collected and delivered shall be accounted for in a register where acknowledgement of receipt shall be endorsed clearly by the receiving party.
- 8.4 The service provider is fully accountable for laundry in their custody and bears all risk for loss and damages.
- 8.5 Laundry damaged or torn by service provider's staff must be repaired or replace by the service provider according to the type of laundry and the level of damage encountered.
- 8.6 Any tear damage suffered by the department shall be compensated within thirty (30) days from the date of the claim, including deduction of the loss from the service delivery payments.

9 INSPECTION AND QUALITY CONTROL (MANDATORY)

The department/institution reserve the right to do inspection of the service provider's laundry premises from time to time for the following purposes:

- 9.1 to verify the existence of the business facility and its operation status;
- 9.2 to verify the type, quality and composition of all chemicals and other materials used;
- 9.3 to verify that all laundry processes are adhered to as specified and agreed contractually with the department; and
- 9.4 to ensure that non-conforming materials of products emanating from laundering process including damaged or stained laundry are clearly identified so that appropriate action can be taken (such action may include rewashing, appropriate treatment for stain removal, repair immediately, or payment of damaged items which will be deducted from payment within 30 days)

9.5 DECLARATION OF COMPLIANCE SCOPE OF WORK

The bidder declares to accept all the Conditions as outlined in the scope of work as specified above by indicating with an "X" in the "ACCEPT ALL" column.	ACCEPT ALL	DO NOT ACCEPT ALL

NOTE: FAILURE TO ACCEPT ALL THE SCOPE OF WORK AS SPECIFIED IN THE ABOVE WILL RESULT IN DISQUALIFICATION OF YOUR BID.

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

Date.....

10. SPECIAL CONDITIONS OF CONTRACT (SCC)

10.1. INSTRUCTIONS

10.1.1. The successful supplier will be bound by Government Procurement: General Conditions of Contract (GCC) as well as this Special Conditions of Contract (SCC), which will form part of the signed contract with the successful supplier. However, LDoH reserves the right to include or waive any condition in the signed contract.

10.1.2. The signed contract, which is inclusive of the GCC, SCC and Technical Specification shall be signed 7 days after the acceptance of award of the bid. The SLA which is regarded as performance agreement by the LDoH shall be negotiated with the end-user and signed-off 30 days after signing of the contract with the Accounting Officer.

10.1.3. LDoH reserves the right to –

10.1.3.1. Negotiate the conditions, or

10.1.3.2. Automatically disqualify a bidder for not accepting these conditions

10.1.3.3. Award the bid to multiple bidders.

10.1.4. In the event that the bidder qualifies the proposal with own conditions and does not specifically withdraw such own conditions when requested upon to do so; LDoH shall disqualify the bid.

10.1.5. The bidder must complete the declarations of acceptance of all declarations of compliance with identified declarations in various sections of this bid by marking with an **X** or a Tick either to “**ACCEPT ALL**” failing which the declaration shall be regarded as “**DO NOT ACCEPT ALL**” and the bid will be disqualified.

10.2. SPECIAL CONDITIONS AND KEY ASPECTS OF THE BID PROPOSAL

Bidders must take note of the following fundamental aspects before submission of their bid proposals:

10.2.1. Bidders should initial every page of the bid proposal.

- 10.2.2. Bid documents have been properly signed and completed in the original ink and in handwriting. No copies of completed bid documents will be accepted. All Standard Bidding Documents should be returned in their original form;
- 10.2.3. That their bids are substantially responsive to the bidding document;
- 10.2.4. Bidders must submit their bid in line with the bid specification. Failure to comply shall invalidate the bid.
- 10.2.5. Delivery period must be within the timeframe specified in the technical specification.
- 10.2.6. Bidders must submit their bids on the stipulated closing date and time and late bids shall not be considered.
- 10.2.7. In order to evaluate and adjudicate bids effectively, it is imperative that bidders submit responsive bids. To ensure a bid will be regarded as responsive it is imperative to comply with all conditions pertaining all the administrative requirements of the bid.
- 10.2.8. Each bidder must attach all applicable documents in support of its bid in accordance with the requirements set out in this bid as well as any other relevant materials, photographs and/or attachments.
- 10.2.9. Each bid, once submitted, constitutes a binding and irrevocable offer to provide the services on the terms set out in the bid, which offer cannot be amended after its date of submission.

10.3. BID AWARD & CONTRACT CONDITIONS

- 10.3.1. The shortlisted bidders shall be subjected to the SCM vetting process. Only successful bidder(s) who are cleared during the SCM vetting process shall be considered for appointment.
- 10.3.2. Bidders shall be notified about the decision of the Department by means of publication in the Provincial Bid Bulletin and other means.
- 10.3.3. The contract shall be concluded between the Limpopo Department of Health and the successful service provider(s).
- 10.3.4. The contract period will be in terms of the award letter.
- 10.3.5. The department is not obliged to accept or consider any bid in full or in part or any responses or submissions in relation thereto and may reject any bid.

- 10.3.6. The department reserves the right to appoint the bidder whose bid most successfully conforms to the criteria and the requirements in accordance with the terms and conditions described in the specification.
- 10.3.7. The appointment of the successful bidder is subject to the conclusion of a Service Level Agreement (SLA) between the department and the successful bidder governing all rights and obligations related to the required services.
- 10.3.8. The department reserves the right to award the bid to one or more service providers, wholly or in part or not to award.
- 10.3.9. The department may, on reasonable and justifiable grounds, award the bid to a company that did not score the highest number of points.
- 10.3.10. Awarding of the bid will be subject to the bidder's expressing acceptance of the National Treasury General Conditions of Contract (GCC).

7.1. The bid allocation structure:

- 7.1.1. The bid shall be awarded and allocated in accordance with the district and in terms of Preference Points and specific goals and Price ranking.
- 7.1.2. The price of the overall winning bidder shall be utilized to allocate the bid.
- 7.1.3. The overall winning bidder shall be allocated the biggest District in terms of bed capacity

7.2. Price Reasonability Testing and Market Research

- 7.2.1. The department may, on reasonable and justifiable grounds, award the bid to a company that did not score the highest number of points.
- 7.2.2. The department shall conduct the market research to determine if bidders did not underquote their price offers.
- 7.2.3. Price offers which are less than 11,11% of the market related prices shall be regarded as underquoted.
- 7.2.4. Bidders who are perceived to have underquoted their price offers shall be disqualified.
- 7.2.5. Overcharged item prices shall not be used to smoothen the under quoted item prices.

7.2.6. Overcharged prices shall be subjected to price negotiation or a price offer by the department (as a process to kickstart the negotiation).

7.2.7. The price averaging from reputable suppliers shall be utilized to determine the market prices

10.4. CONTRACT ADMINISTRATION

10.4.1. Successful bidder(s) must report to contract management unit immediately when unforeseeable circumstances will adversely affect the execution of the contract.

10.4.2. Full particulars of such circumstances, as well as the period of delay, must be furnished.

10.4.3. The administration of the bid and contract i.e., evaluation, award, distribution of contract circulars, contract price adjustments etc., shall be the sole responsibility of the Supply Chain Management Unit.

10.5. PRICING

10.5.1. All prices charged must be inclusive of business overheads and VAT. NB: Successful bidders who are not registered for VAT at the time of bidding are requested to do so as required by law immediately after the award of the bid.

10.5.2. The price must also be inclusive of delivery charges (No delivery cost may be claimed separately).

11. PRICING INSTRUCTIONS

11.1. All prices charged must be inclusive of business overheads and VAT.
NB: Successful bidders who are not registered for VAT at the time of bidding will be expected to register as VAT vendor within 30 days after award. Failure to comply with the requirement will lead to termination of the contract.

11.2. Bidders must quote for all District.

11.3. All prices quoted by suppliers may be assessed to ensure that bidders did not underquote. (Bidders perceived to have underquoted

in terms of market prices may be required to justify their prices failing which they may be disqualified).

11.4. PRICE ADJUSTMENTS

11.4.1. Bidders must take note that prices shall be firm for the first 12 months of the contract, and thereafter CPI price adjustment shall be applicable bi-annually in the 2nd and 3rd year anniversary of the contract. The adjustment shall be automatically applied. (***BIDDERS MUST NOT APPLY FOR SUCH PRICE ADJUSTMENT***).

11.4.2. DECLARATION OF COMPLIANCE TO SCC

The bidder declares to accept all the Conditions as outlined in the SPECIAL CONDITIONS OF CONTRACT as specified above by indicating with an “X” in the “ACCEPT ALL” column.	ACCEPT ALL	DO NOT ACCEPT ALL
<p>NOTE: FAILURE TO ACCEPT ALL THE SCC AS SPECIFIED IN THE ABOVE WILL RESULT IN DISQUALIFICATION OF YOUR BID.</p> <p>Signature.....Name (in print)</p> <p>Date.....</p>		

12. CONTRACT PERIOD

12.1. The Contract shall be for a period of 36 months, as and when the need arises.

13. EVALUATION CRITERIA

This bid shall be evaluated in four (4) phases as follows:

- 13.1. Phase 1: Administrative Compliance
- 13.2. Phase 2: Evaluation on Functionality

13.3. Phase 3: Evaluation on Price and specific goals

13.4. Phase 4: Site Inspection

12.1. PHASE 1: ADMINISTRATIVE COMPLIANCE

12.1.1 The LDoH has prescribed minimum administrative requirements that must be met by the bidders in order for the former to accept the bid for evaluation. In this regard administrative compliance will be carried out to determine whether the bidders' bids comply in this regard.

12.1.2 Where the bidder fails to comply fully with any of the administrative bidding requirements below or the LDoH is for any reason unable to verify whether administrative bidding requirements are fully complied with, the LDoH reserves the right, either to:

12.1.2.1. Reject the bid in question and not evaluate it all

12.1.2.2. Give the bidder an opportunity to submit and/or supplement the information and/or documentation provided so as to achieve full compliance with the administrative bidding requirements, provided that such information/ documentation can be provided within the period that will be determined by the LDoH and such information/ documentation is only administrative in nature.

12.1.2.3. Permit the bid to be evaluated, subject to the outstanding information and/or documentation being submitted prior to the award of the bid. Bidders shall take note of the following guidelines:

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

12.1.2.5. The bidder shall respond with "Comply", "Not Comply" or "Not Applicable" in the apportioned spaces. The "Not Applicable" answer shall only be considered where the response field has the wording "If Applicable".

NB: Bidders may be disqualified for failure to comply with the above guidelines when responding to administrative bidding requirements.

FOL	ADMINISTRATIVE BIDDING REQUIREMENTS	BIDDER'S RESPONSE
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12.1.2.6.	Submission of the following standard bidding documents (fully completed and signed):	
12.1.2.7.	SBD 1: Invitation to Bid,	
12.1.2.8.	SBD 3.1: Pricing Schedule- firm prices	
12.1.2.9.	SBD 4: Bidders Disclosure	
12.1.2.10.	SBD 6.1.: Preference points claim form in terms of the Preferential Procurement Regulations 2017;	
12.1.2.11.	In case of Consortium or Joint Venture (If applicable) the following are required:	
12.1.2.12.	Signed agreement between involved parties indicating the lead member;	
12.1.2.13.	(ii) Every member of the Consortium or Joint Venture joint venture is registered on the Central Supplier Database (Submit Consortium or Joint Venture CSD Report/ Proof of CSD Registration;	
12.1.2.14.	Letter of appointment by consortium/joint venture parties for a representative to sign the bid documents;	
12.1.2.15.	NB: Only one JV shall be accepted	
12.1.2.16.	Proof of Central Supplier Database Registration AND/OR Attachment of Central Supplier Database Registration Report (CSD).	
12.1.2.17.	Submission of a Company profile and	

	<u>Completion of Annexure A:</u> <u>Portfolio of Current and Completed Contracts</u>	
12.1.2.18.	Competent and self-reliant companies in relation with this bid are encouraged to bid. In case where a bidding company relies on the assistance from another company, that company (self-reliant company) will not be expected to contest for the same bid unless in the form of JV/Consortium agreement. Letter of intent must be attached (If Applicable)	
12.1.2.19.	The municipality authority approved building structure certificate which attests the suitability of the structure for the laundry business must be in place.	
12.1.2.20.	Attachment of proof of ownership for business site. In case of leased property the following conditions must be met: a) Lease agreement spelling out duration of lease Lease agreement should be signed by all parties (Landlord, tenants)	
12.1.2.21.	A minimum of the following vehicles: a) 3 x 1ton closed delivery vehicles with dustproof canopies or panel vans. (Attach certified copies of vehicle registration certificates)	
12.1.2.22.	Bidders must quote for all listed items on all categories on the Excel pricing. schedule i.e. Annexure B. Failure to	

	quote for all listed items in all categories shall invalidate the bid.	
12.1.2.23.	Delivery period must be within <u>two (2) days</u> between 08h00 and 15h30 after collection of dirty laundry. NB: In case of emergencies this delivery period should not exceed 24 hours and In case of emergency the facility will make prior arrangement for receiving Laundry. Bidders must submit commitment letter of delivery period	
12.1.2.24.	Bid Declarations: The following declarations are completed and signed (failure shall render the bid invalid): General Conditions of Contract (GCC) Special Conditions of Contract (SCC) Technical Specifications Scope of Work	

NB: Failure to attach or complete and/or sign any of the designated areas of the documents mentioned above may render the bid a not “Acceptable Bid”.

12.2. PHASE 2 : FUNCTIONALITY EVALUATION REQUIREMENTS

12.2.1. Company Profile

12.2.1.1The company profile must entail track record (experience) of the company in the laundry service industry. (*provide contactable references and evidence e.g. order, proof of payment transactions of three (3) months before the contract ended or contracts must be provided*).

12.2.1.2The *company* experience must bear the name of the bidding company.

12.2.1.3 In addition to an own company profile, bidders must complete the departmental provided company profile template herein referred to as **Annexure A: Portfolio of Current and Completed Contracts**

12.2.2. Company Resources / Fleet

12.2.2.1 Bidders must provide a list of the following minimum delivery vehicles with proof of ownership if owned or a lease agreement or an undertaking by the leasing entity if intend leasing:

12.2.2.2 A minimum of 3x 1ton closed delivery vehicles with dustproof canopies or panel vans).

12.2.3. Project Work Breakdown Methodology Structure

12.2.3.1 Bidder(s) must provide a detailed project work breakdown methodology structure (WBS). WBS must be inclusive of:

Project plan;

Work schedule with clear deliverables and time frames;

How the services will be rendered e.g. collected, washed, dried , folding and delivered to the department; and

Business contingency plan of the project;

The project plan for rendering the service must be detailed and must be articulated in a manner that is clear, practical, effective and efficient.

12.2.3.2 The plan should include among other things: Experience in handling heavy duty laundry

12.2.3.3 Service schedules to be employed in rendering the service;

12.2.3.4 Infection control mechanisms to be employed;

12.2.3.5 Vehicles to be used in collecting and delivering laundry

12.2.3.6 Counting of laundry items on collection and delivery;

12.2.3.7 Packaging of cleaned laundry; and

12.2.3.8 Contingency plans during epidemics and any other threats to normal execution of the contract.

12.2.4. Financial Capacity evaluation requirement of the bidder

The financial capacity of the Bidder(s) shall be tested through either of the following documents:

12.2.4.1 An undertaking by a registered financial institution to provide funding/revolving credit, or overdraft facility. in the event the bidder is awarded the contract. (Not a conditional assessment of Credit Rating or Bank Rating) OR

12.2.4.2 An undertaking by a registered financial institution to provide funding/revolving credit, or overdraft facility. in the event the bidder is awarded the contract. (Not a conditional assessment of Credit Rating or Bank Rating) OR

12.2.4.3 Current three (3) months bank statement averaging the minimum value indicated below (on a month to month) OR

12.2.4.4 An investment account accessible within a period not exceeding 7 days of withdrawal of the investment.

12.2.5. The evaluation of the bid on functionality will be conducted by the BEC in accordance with the functionality criteria and values set below:

TOTAL SCORE	100
ACCEPTABLE MINIMUM SCORE	70

NO	CRITERIA	WEIGHT	ELEMENT BREAKDOWN	SCORING
A	Experience of the bidder in the rendering of laundry services at own site (Provide contactable references)	30	Company experience in the provision of heavy duty laundry services indicating current and previous contracts as per Annexure A of this bid:	
			Ten (10) years and more.	Exceptional (5)
			Seven (7) to Nine (9) years.	Very Good (4)

			Five (5) to six (6) years.	Good(3)
			Two (2) to four (4) years.	Average(2)
			Less than two (2) years	Poor(1)
B	Company Resources / Fleet	20	Evidence of delivery vehicles with proof of ownership if owned or lease agreement in case leased or a letter of intent: (The delivery vehicle(s) must have a minimum of 1 ton load capacity)	
			6 or more closed delivery vehicleswith dustproof canopies or panel vans	Exceptional (5)
			5 x closed delivery vehicles with Dustproof canopies or panel vans	Very Good (4)
			3 x closed delivery vehicles with 4 dustproof canopies or panel vans	Good(3)
			3 x closed delivery vehicles with Dustproof canopies or panel vans	Average(2)
			2 or less x closed delivery vehicles With dustproof canopies or panel vans	Poor(1)
C	Financial Capacity	20	The financial capacity of the bidder shall be tested through the following: An undertaking by a registered financial institution to provide funding/revolving credit, or overdraft facility. in the event the bidder is awarded the contract. (Not a conditional assessment of Credit Rating or Bank Ranting) OR An undertaking by the National Credit Regulator (NCR or FSP) registered institution to provide funding / revolving	

			<p>credit.) in the event the bidder is awarded the contract. OR</p> <p>Current three (3) months bank statement averaging the minimum value indicated below (on a month to month) OR</p> <p>An investment account accessible within a period not exceeding 7 days of withdrawal of the investment.</p> <table><tr><td>R 500 001 and Above</td><td>Exceptional (5)</td></tr><tr><td>R 400 001 To R 500 000</td><td>Very Good (4)</td></tr><tr><td>R 300 001 To R 400 000</td><td>Good(3)</td></tr><tr><td>R 200 001 To R 300 000</td><td>Average(2)</td></tr><tr><td>R 100 00 To R 200 000</td><td>Poor(1)</td></tr></table>	R 500 001 and Above	Exceptional (5)	R 400 001 To R 500 000	Very Good (4)	R 300 001 To R 400 000	Good(3)	R 200 001 To R 300 000	Average(2)	R 100 00 To R 200 000	Poor(1)
R 500 001 and Above	Exceptional (5)												
R 400 001 To R 500 000	Very Good (4)												
R 300 001 To R 400 000	Good(3)												
R 200 001 To R 300 000	Average(2)												
R 100 00 To R 200 000	Poor(1)												
D	Project Work Breakdown Methodology Structure	30	<p>Project Work Breakdown Structure : Bidders should propose on how are they going to deal with laundry services in respect of the below aspects</p> <table><tr><td>Laundry receiving area. Laundry washing area. Laundry Ironing area. Laundry indoor Drying area. Laundry Inspection & sewing area Laundry storage area.. Laundry packing area. Laundry dispatch area. Contingency Plan .</td><td>Exceptional (5)</td></tr><tr><td>Laundry receiving area. Laundry washing area. Laundry Ironing area.</td><td>Very Good (4)</td></tr></table>	Laundry receiving area. Laundry washing area. Laundry Ironing area. Laundry indoor Drying area. Laundry Inspection & sewing area Laundry storage area.. Laundry packing area. Laundry dispatch area. Contingency Plan .	Exceptional (5)	Laundry receiving area. Laundry washing area. Laundry Ironing area.	Very Good (4)						
Laundry receiving area. Laundry washing area. Laundry Ironing area. Laundry indoor Drying area. Laundry Inspection & sewing area Laundry storage area.. Laundry packing area. Laundry dispatch area. Contingency Plan .	Exceptional (5)												
Laundry receiving area. Laundry washing area. Laundry Ironing area.	Very Good (4)												

			Laundry indoor Drying area. Laundry storage area. Laundry packing area. Laundry dispatch area. Contingency Plan .	
			Laundry receiving area. Laundry washing area. Laundry Ironing area. Laundry indoor Drying area. Laundry storage area. Laundry packing area. Contingency Plan .	Good (3)
			Laundry receiving area. Laundry washing area. Laundry Ironing area. Laundry indoor Drying area. Laundry storage area. Contingency Plan .	Average (2)
			Laundry receiving area Laundry washing area Laundry Ironing area Laundry storage area Contingency Plan	Poor (1)

N.B Bidders who fail to obtain a minimum score of 70 points shall be disqualified

12.3. PHASE 3: EVALUATION ON SITE INSPECTION

12.3.1. Site inspection will ONLY be conducted to addresses given below (12.3.2) and to bidders whose bids have satisfied all requirements of the bid. Written notice of change of business address must reach the Departmental Supply Chain Management Office before the inspection date. The following criterion shall be utilized to conduct site inspections:

12.3.2. ADRESSSES WHERE PHYSICAL SITE INSPECTION WILL BE CONDUCTED

12.3.3. Site Inspection Requirements

The site inspection shall only be conducted at the address, which was provided on the bid document, to verify/validate the following:

12.3.4.1 Physical Existence of the business as per attached proof of ownership of the business site or lease agreement.

12.3.4.2 Physical Existence of Suitable delivery vehicles provided in the 2nd stage of evaluation above.

12.3.4.3 Physical Existence of laundry equipment and operational.

NB: In case of companies relying on the assistance from other companies' inspection will be conducted at a site where the letter of intent was issued. NB: Misrepresentation of facts will result in the disqualification of the bid.

SITE INSPECTION CRITERIA

TOTAL SCORE	100
ACCEPTABLE MINIMUM SCORE	70

NO	CRITERIA	WEIGHT	ELEMENT BREAKDOWN	SCORING
A	Compliance of the existing laundry structure in line with the inspection requirements	30	Availability of the following: Business address in line with address provided on SBD1 form.	
			Availability of well demarcated six (6) laundry areas: a) Receiving b) Washing c) Ironing and folding d) Packaging e) Storage f) Dispatch and distribution	Good (3)
			Availability of the following: Business address in line with address provided on SBD1 form	
			Availability of any well demarcated five (5) laundry areas: a) Receiving: b) Washing: c) Ironing and Folding: d) Packaging: e) Storage/ Dispatch and distribution	Average (2)
			Availability of areas below requirements	Poor (1)

B	Detailed existing laundry equipment	60	Equipment: Minimum availability of electrically and plumbing connected equipment are required:	
			a) 4 x 50kg or 8 x 25kg industrial washing machines or equivalent to 200kg b) 1 x flat sheet industrial roller irons or 4 x roller iron c) 2 x 50kg or 4 x 25kg industrial tumble dryers of equivalent to 100kg d) 6 x Industrial hand irons e) 6 x Industrial Ironing Boards f) 1 x 500kg Industrial Laundry Scale or equivalent g) 5 x 10m Hanging washing rails h) 5 x 20kg Laundry trolleys / utility carts i) 4 x tables for sorting and folding	Good (3)
			a) 2 x 50kg or 4 x 25kg industrial washing machines b) 1 x flat sheet industrial roller irons 2 x roller iron c) 1 x 50kg or 2 x 25kg industrial tumble dryers d) 3 x Industrial hand irons e) 3 x Industrial Ironing Boards f) 1 x 500kg Industrial Laundry Scale or equivalent g) 3 x 10m Hanging washing rails h) 2 x 20kg Laundry trolleys / utility	Average (2)

			carts i) 2 x tables for sorting and folding	
			Availability of equipment below the average above	Poor (1)
C	Proximity	10	Location of the company from the hospital (s) of choice	
			Within the District	Good (3)
			Outside the District	Poor (2)
			Outside the Province	Very Poor (1)

N.B Bidders who fail to obtain a minimum score of 70 points shall be disqualified.

12.4. PHASE 4: EVALUATION ON PRICE AND SPECIFIC GOALS

12.4.1. This bid shall be evaluated in terms of 80/20 preference points system.

Points shall be awarded to a bidder for attaining the preferential procurement points.

in accordance with the table below:

PREFERENTIAL GOALS	PREFERENTIAL POINTS
	80/20
Enterprise located in Limpopo Province	5/20
SMMEs	5/20
Woman	3/20
Disability Persons	3/20
Youth	4/20

14. BRIEFING SESSION

14.1. There will be virtual briefing session for this Bid, link will be accessed on the departmental website, www.lidoh.limpopo.gov.za and E-Portal : www.etenders.gov.za.

15. ENQUIRIES

Physical Address:	Technical Enquiries	Bidding Process
18 College Drive Polokwane 0699	Mr. Kgooa MP 072 467 3141/ 015 287 5324 Mosekwa.Kgooa@dhsd.limpopo.gov.za	Ms. Motene NM (015) 293 6350 Ntlama.Mphahlele@dhsd.limpopo.gov.za
	Ms. Ranoto Q 083 557 6512 / 015 293 6015 Lebitsi.Ranoto@dhsd.limpopo.gov.za	Ms. Simango T.O 015) 293 6352 Tintswalo.simango@dhsd.limpopo.gov.za

16. COMPANY EXPERIENCE - BIDDER'S EXPERIENCE - ANNEXURE A

16.1. The bidder must furnish a list of the following particulars of past and current experience in the provisioning of rendering of laundry services. The bidder must in addition attach ***proof of references e.g. previous contract or order.***

	Project Name		Contract Commencement Date (indicate start date in full)	Day	Month	Year
	Name of Institution/ Client		Contract End Date (indicate end date in full)	Day	Month	Year
	Description/ Nature of services provided (laundry services)		Contract Amount (R)			
Client Reference / Client Contact person (Name)						
	Client Contact Tel. No.		Place (town)			
	Project Name		Contract Commencement Date (indicate start date in full)	Day	Month	Year
	Name of Institution/ Client		Contract End Date (indicate end date in full)	Day	Month	Year
	Description/ Nature of services provided (Laundry Services)		Contract Amount (R)			
Client Reference / Client Contact person (Name)						

	Client Contact Tel. No.		Place (town)	
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	Project Name		Contract Commencement Date (indicate start date in full)	Day	Month	Year
	Name of Institution/ Client		Contract End Date (indicate end date in full)	Day	Month	Year
	Description/ Nature of services provided (laundry services)		Contract Amount (R)			
Client Reference / Client Contact person (Name)						
	Client Contact Tel. No.		Place (town)			
	Project Name		Contract Commencement Date (indicate start date in full)	Day	Month	Year
	Name of Institution/ Client		Contract End Date (indicate end date in full)	Day	Month	Year
	Description/ Nature of services provided (Laundry Services)		Contract Amount (R)			

	Client Reference / Client Contact person (Name)			
	Client Contact Tel. No.		Place (town)	

	Project Name		Contract Commencement Date (indicate start date in full)	Day	Month	Year
	Name of Institution/ Client		Contract End Date (indicate end date in full)	Day	Month	Year
	Description/ Nature of services provided (laundry services)		Contract Amount (R)			
	Client Reference / Client Contact person (Name)					
	Client Contact Tel. No.		Place (town)			
	Project Name		Contract Commencement Date (indicate start date in full)	Day	Month	Year
	Name of Institution/ Client		Contract End Date (indicate end date in full)	Day	Month	Year
	Description/ Nature of services provided (Laundry Services)		Contract Amount (R)			
	Client Reference / Client					

	Contact person (Name)			
	Client Contact Tel. No.		Place (town)	