



Province of the
EASTERN CAPE
HEALTH

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SCMU3-20/21-0188-CA	CLOSING DATE:	02 DECEMBER 2020	CLOSING TIME:	11H00
BID BRIEFING:	PORT ALFRED HOSPITAL SETTLERS HOSPITAL	BID BRIEFING DATE	16 NOVEMBER 2020 17 NOVEMBER 2020	BRIEFING TIME:	14H00 to 15H30 - LAUNDRY @ PORT ALFRED TOWN HALL 14H00 to 15H30 - LAUNDRY @ GRAHAMSTOWN CITY HALL
DESCRIPTION	PROCUREMENT OF LAUNDRY SERVICES FOR PORT ALFRED AND SETTLERS HOSPITAL FOR A PERIOD OF TWENTY-FOUR (24) MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SARAH BAARTMAN DISTRICT OFFICE					
NO. 6 GRACE STREET					
LABORIA HOUSE – ROOM 102					
PORT ELIZABETH					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. Z Mbolompo/Mrs. S Tswane		CONTACT PERSON	Mr. S Meyile & Mrs. L Nqenqa	
TELEPHONE NUMBER	041 4088031/4		TELEPHONE NUMBER	060 5579654 & 063 2579304	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Zanele.mbolompo@echealth.gov.za Stella.tswane@echealth.gov.za		E-MAIL ADDRESS	Sindile.meyile@echealth.gov.za luyanda.nqenqa@echealth.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]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]

Drafted by:	Signature	Date
Recommended by: Programme Manager		06/11/2020
Reviewed by:-		6/11/2020
Approved By: Specification Committee		
Advert Approved By:-		6/11/2020

	<input type="checkbox"/> Yes	<input type="checkbox"/> N		<input type="checkbox"/> Yes	<input type="checkbox"/> No
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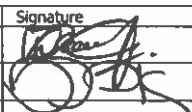
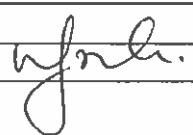
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

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 THE QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
 DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
 DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
 DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
 IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

	Signature	Date
Drafted by:		06/11/2020
Recommended by: Programme Manager		6/11/2020
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PART B TERMS AND CONDITIONS FOR BIDDING



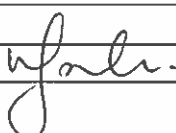
1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED- (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (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:.....

	Signature	Date
Drafted by:		26/11/2020
Recommended by: Programme Manager		2020/11/6
Reviewed by:-		
Approved By: Specification Committee		
Advert Approved By:-		6/11/2020

1. TABLE OF CONTENTS

Invitation to Bid (SBD 1)

Part 1 – Conditions of Bid



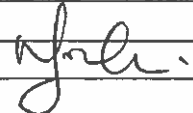
Part 2 – Conditions of Contract and Operational Requirements

Part 3 - Bid Forms and related documentation

<u>Schedule A-</u>	General conditions of Contract
<u>Schedule B-</u>	Declaration of Interest (SBD 4)
<u>Schedule C (i) -</u>	Declaration of Bidder's Past SCM Practices (SBD8)
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Part 4 – Bid Strategy and Specifications

Part 5 – Schedule A : SBD 3.1 Pricing Schedule



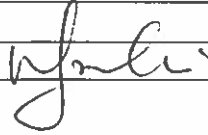
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2. DEFINITIONS

The rules of interpretation and defined terms contained in the General Conditions of Contract (GCC) shall apply to this invitation to bid unless the context requires otherwise.

In addition the following terms used in this invitation to bid shall, unless indicated otherwise, have the meanings assigned to such terms in the table below.

ECDoH	means the Eastern Cape Department of Health acting for and on behalf of the Eastern Cape Provincial Government;
Invitation to bid	means this invitation to bid comprising <ul style="list-style-type: none"> ○ The cover page and the table of content and definitions ○ Part 1 which details the Conditions of Bid; ○ Part 2 which details the Conditions of Contract and Operational Requirements; ○ Part 3 which details the bid strategy ○ Part 4 which details the Specification relating to the Technology / Services ○ Part 5 which contains all the requisite bid forms and certificates; As read with GCC– <i>General Conditions of Contract</i>
Goods	means the requirements defined on the cover page of this invitation to bid and described in detail in the Specifications;
Specifications	means the specifications contained in Part 4 of this invitation to bid;

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PART 1

Conditions of Bid

1. BACKGROUND AND INTRODUCTORY PROVISIONS

The Department intends to engage suitably qualified suppliers for PROCUREMENT OF LAUNDRY SERVICES FOR PORT ALFRED AND SETTLERS HOSPITAL FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

2. OFFER AND SPECIAL CONDITIONS

2.1 Without detracting from the generality of clause 2.2 below, bidders must submit a completed and signed Invitation to Bid form (SBD 1) and requisite bid forms attached as Part 5 with their bids.

2.2 **All bids submitted in response to this invitation to bid should incorporate all the forms, parts, certificates and other documentation forming part of this invitation to bid, duly completed where required.**

2.3 In the event that any form or certificate provided in Part 3 of this invitation to bid does not have adequate space for the bidder to provide the requested details, the bidder should attach an annexure to such form or certificate on which the requested details should be provided and the bidder should refer to such annexure in the form or certificate provided.

2.4 **The awarding service provider will not be able to claim any payment in respect of any quantity indicated not utilized. Kilogram Quantities are an estimate calculated totals to a scenario that could change at any given moment**

3. CLOSING TIME OF BIDS AND PROVISIONS RELATING TO SUBMISSION OF BIDS

3.1 The closing time for the receipt of bids in response to this invitation to bid is detailed on the cover page of this invitation to bid.

3.2 All bids must be submitted in a sealed envelope bearing the bid number, bid description and closing date.

3.4 All bids must be received before the closing time and date stipulated above and must be posted to or deposited in the bid box at the address detailed on the cover page of this invitation to bid.

4. ENQUIRIES

Should any bidder have any enquiries relating to this invitation to bid, such enquiries may only be addressed to the person/s detailed on the cover page to this invitation to bid at the number/s stipulated.

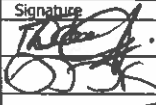

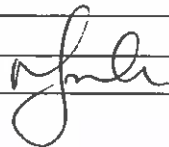
5. BID BRIEFING: See first page of SBD1 for briefing meeting details.

6. PRICING

6.1 The bidder must submit details regarding the bid price for Goods/Services on the Pricing Schedule form/s attached as Part 5 – Schedule 1 which completed form/s must be submitted together with the bid documents.

6.2 **Pricing must be stipulated INCLUSIVE OF VALUE ADDED TAX**

6

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6.3 It is an express requirement of this invitation to bid that the bidders provide some transparency in respect to their pricing approach. In this regard, bidders must indicate the basis on which they have calculated their pricing by completing all aspects of the Pricing Schedule form Part 5 – Schedule A.

7. DECLARATION OF INTEREST

The bidder should submit a duly signed declaration of interest (SBD 4) together with the bid. The declaration of interest is attached as Part 3 – Schedule B.

8. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

The bidder must complete the declaration(SBD8) and sign accordingly to submit with the bid. The declaration of bidder's past supply chain management practices is attached as Part 3 – Schedule C(i) (i)

9. CERTIFICATE OF BID DETERMINATION

Bidders must complete the declaration (SBD9) and sign accordingly to sub with the bid the Declaration of Bid Determination attached as Part 3 – Schedule C (ii).

10. QUALIFICATIONS OF BIDDERS

Bidders must submit detailed information that is reference letter(s) together with their bid of their experience in the relevant trade together with present contracts (**description of contract, contract period, contact person and telephone numbers**). These details should be submitted together with the bid on the form attached as Part 3 – Schedule D.

11. PARTNERSHIPS AND LEGAL ENTITIES

In the case of the bidder being a partnership, close corporation or a company all certificates (CK documents) reflecting the names, identity numbers and address of the partners, members or directors (as the case may be) must be submitted with the bid. These details should be submitted on the form attached as Part 3 – Schedule E

12. CONSORTIUM/JOINT VENTURE

12.1 It is recognized that bidders may wish to form consortia to provide the Services.

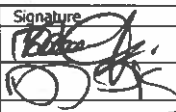

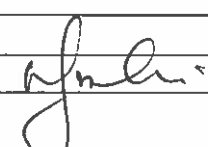
12.2 A bid in response to this invitation to bid by a consortium shall comply with the following requirements:-

12.2.1 It shall be signed so as to be legally binding on all consortium members and must clearly stipulate the terms and conditions;

12.2.2 One of the members shall be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortium members;

12.2.3 The lead member shall be the only authorized party to make legal statements, communicate with the Eastern Cape Department of Health (ECDoH) and receive instructions for and on behalf of any and all the members of the consortium;

12.2.4 **A copy of the agreement entered into by the consortium members shall be submitted with the bid.** Otherwise, the bid will be disqualified.

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13. ORGANISATIONAL PRINCIPLES

The bidder should submit a clear indication of the envisaged authorized organizational principles, procedures and functions for an effective delivery of the required Service at the relevant Institutions with the bid. These details should be submitted on the form attached as Part 3 – Schedule F

14. DETAILS OF THE PROSPECTIVE BIDDERS NEAREST OFFICE TO THE LOCATION OF THE CONTRACT

The bidder should provide full details regarding the bidders nearest office to the Institutions at which the Services are to be provided (see Part 4 of this invitation to bid). These details should be provided on the form attached as Part 3 – Schedule G which completed form, must be submitted together with the bid.

15. FINANCIAL PARTICULARS

Bidder must provide full details regarding its financial particulars and standing, which particulars should be submitted together with the bid on the form attached as Part 3- Schedule H. If no such details are submitted it would be assumed that the bidder is not in good standing with his/her financial institutions and his/her bid may be regarded as non-responsive.

16. PREFERENCE POINTS CLAIM FORMS

Part 3 – Schedule I contains the Preference Points Claim Forms in terms of Preferential Procurement Regulations to be completed and signed by the bidder to the extent applicable and returned with this bid.

17. VALIDITY



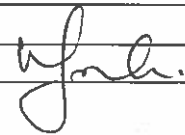
Bid documentation submitted by the bidder will be valid and open for acceptance for a period of **120 (one-twenty)** calendar days from the closing date and time stipulated on the front cover of this invitation to bid.

18. ACCEPTANCE OF BIDS

The ECDoh does not bind itself to accept either the lowest or any other bid and reserves the right to accept the bid which it deems to be in the best interest of the State even if it implies a waiver by the State, the ECDoh, of certain requirements which the ECDoh, considers to be of minor importance and not complied with by the bidder.

19. NO RIGHTS OR CLAIMS

- 19.1 Receipt of the invitation to bid does not confer any right on any party in respect of the Services or in respect of or against the State, the ECDoh. The ECDoh reserves the right, in its sole discretion, to withdraw by notice to bidders any Services or combination of Services from the bid process, to terminate any party's participation in the bid process or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party. Accordingly, parties have no rights, expressed or implied, with respect to any of the Services as a result of their participation in the bid process.

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- 19.2 Neither the State, the ECDoH, nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligations for any costs or expenses incurred by any party in or associated with any appraisal and/or investigation relating to this invitation to bid or the subsequent submission of a bid in response to this invitation to bid in respect of the Services or any other costs, expenses or liabilities of whatsoever nature and incurred by bidders in connection with or arising out of the bid process.

20. NON DISCLOSURE, CONFIDENTIALITY AND SECURITY

- 20.1 The invitation to bid and its contents are made available on condition that they are used in connection with the bid process set out in the invitation to bid and for no other purpose. All information pertaining to this invitation to bid and its contents shall be regarded as restricted and divulged on a "need to know" bases with the approval of the ECDoH.
- 20.2 In the event that the bidder is appointed pursuant to this invitation to bid such bidder may be subject to security clearance prior to commencement of the Services.

21. ACCURACY OF INFORMATION



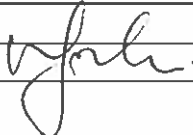
- 21.1 The information contained in the invitation to bid has been prepared in good faith. Neither the State, the Eastern Cape Provincial Government, the ECDoH nor any of their respective directors, advisors, officers, employees, agents, representatives make any representation or warranty or give any undertaking express or implied, or accept any responsibility or liability whatsoever, as to the contents, accuracy or completeness of the information contained in the invitation to bid,

or any other written or oral information made available in connection with the bid and nothing contained herein is, or shall be relied upon as a promise or representation, whether as to the past or the future.

- 21.2 This invitation to bid may not contain all the information that may be required to evaluate a possible submission of a response to this invitation to bid. The bidder should conduct its own independent analysis of the operations to the extent required to enable it to respond to this bid.

22. COMPETITION

- 22.1 Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the bidding process which serves to limit competition amongst bidders.
- 22.2 In general, the attention of bidders is drawn to Section 4(1)(iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive bidding.
- 22.3 If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation they may make, they are encouraged to discuss their position with the competition authorities before submitting response.
- 22.4 Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

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23. RESERVATION OF RIGHTS

- 23.1 Without limitation to any other rights of the ECDoH (whether otherwise reserved in this invitation to bid or under law), the ECDoH expressly reserves the right to:-
- 23.2 Request clarification on any aspect of a response to this invitation to bid received from the bidder, such requests and the responses to be in writing;
- 23.3 Amend the bidding process, including the timetables, closing date and any other date at its sole discretion;
- 23.4 Reject all responses submitted by bidders and to embark on a new bid process.
- 23.5 Award the bid to more than one bidder.

24. EVALUATION CRITERIA



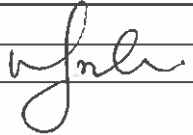
The bid will be evaluated as follows:

- Stage 1a: Administrative compliance / Pre-qualification and Sub Sections for quotations to individual tender categories
- Stage 2: In Loco Inspection
- Stage 3: Price and B-BBEE Points

The stages are further detailed below:-

25. Stage 1: Administrative Compliance - Pre-qualification evaluation



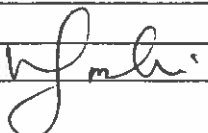
- 25.1 ECDOH has defined minimum pre-qualification criteria that must be met by the Bidder in order for ECDOH to accept a bid for evaluation. In this regard a pre-qualification verification will be carried out by ECDOH in order to determine whether a bid complies in this regard.
- 25.2 Where the Bidder's bid fails to comply fully with any of the pre-qualification criteria, or ECDOH is for any reason unable to verify whether the pre-qualification criteria are fully complied with, ECDOH will have the right to either:
- 25.3 Reject the Bid in question and not to evaluate it at all;
- 25.4 Give the Bidder an opportunity to submit and/or supplement the information and/or documentation provided by it under its Bid so as to achieve full compliance with the pre-qualification criteria, provided that such information and/or documentation can be provided within a period of 7 (seven) days, or such alternative period as ECDOH may determine, of it being requested by ECDOH and is administrative in nature, as opposed to forming a material part of the Bidder's Bid;
- 25.5 In any event permit the bid to be evaluated, subject to the outstanding information and/or documentation being submitted prior to the award of the Bid.

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26. The following Administration Compliance:

26.1 Pre-qualification criteria shall apply: To all bid applications and sections

- 26.1.a The bid documentation must be completed comprehensively and correctly.
- 26.1.b Declaration forms (SBD 4, 8, 9) must be completed and signed.
- 26.1.c Bidders must have attended the compulsory Bid Briefing & Information Meeting and be recorded as such in the register.
- 26.1.d Bidders must be a legal entity or partnership (consortia/joint ventures are acceptable subject to Paragraph 11 of Part 1 of the Bid Document).
- 26.1.e Bidders must complete Part 3 - Schedule J approving consent to Department of Health to make enquiries in respect of compliance with Department of Labour, SARS and the related governing Legislation .
- 26.1.f Bidders must be registered on the Central Supplier's data Base and must submit proof of registration that will be confirmed by Department of Health
- 26.1.g Previous performance of bidder will be considered in the evaluations of the bid.
- 26.1.h The Department will require verifying registration status of the entity with PSIRA, in that regard the bidders must give Consent to the Department to request information as per the attached annexure Schedule J
- 26.1.i Bidder must submit proof of Financial Stability in accordance with Part 3 - Schedule H(attachments in the proof of; – (a) recent signed audited financial statements, (b) good Standing letter from registered financial institution/letter of guarantee from a reputable Financial Institution (c) 3 months bank statement)
- 26.1.j A bidder must submit, from the Department of Labour, a valid **COIDA** certificate. (Compensation of Occupational Injury and Diseases act) and compliance with the new Legislation in respect of COVID-19 work environment requirements as stipulated by Department of Labour.
- 26.1.k A bidder must submit, from the Department of Labour, a valid certificate of compliance for UIF (Unemployment Insurance Fund).
- 26.1.l The successful bidder will be held responsible for any damage or loss suffered by the Department as result of the bidders Security Officer's negligence or willful action in the ordinary execution of their duty. The company must submit an existing Public Liability Policy contract or a letter of intent of taking out insurance from the Insurance Company or Broker, and must be submitted as part of the returnable. Before resuming with the work the company must submit the insurance policy contract for this service.
- 26.1. Bidders must have provided supporting documentation as per the bid requirements, see table below.

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Prospective bidders are required to submit the following documentation for qualify for further evaluation

#	Mandatory Requirement	Complied	
	NB: Failure to comply with the Administration Pre-Qualification will invalidate the bid and the bid will not be evaluated further.		
	Section 26.1.a-o : Administration Compliance to All Bid Applications	YES	NO
A	Invitation to Bid (SBD1) completed and signed		
B	Pricing Schedule (SBD 3.1) on all section or per section of interest		
C	Declaration of Interest (SBD 4)		
D	Preferential Points Claim (SBD6.1)		
E	Declaration of Past SCM Practices (SBD 8)		
F	Certificate of Independent Bid Determination (SBD 9)		
G	JV agreement (if applicable)		
H	COIDA Good Standing & Registration - Provide proof of registration, application to update, letter of good standing		
I	UIF Registration – Provide Proof of registration, application to update registration		
J	Financial Stability in submitting: a-Recent/Current Audited Financial Statements (dated & signed) or b-Good Standing Letter from a Registered Financial Institution indicating a positive rating c-3 months bank statement d-ECDC Letter		
K	Company registered with CSD (Registration documents attached)		

NB: FAILURE TO COMPLY WITH THE ABOVE PRE-QUALIFICATIONS WILL INVALIDATE THE BID


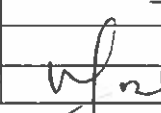

27. Stage 3: In Loco Inspection

- 27.1. The department reserves the right to physically verify contents that are contained in the Evaluation Process
- 27.2 An inspection of the working Environment
An inspection of the Equipment
An inspection of Vehicle(s)
COIDA & UIF Registration

28. Stage 3: Price and Preference Evaluation

- 28.1. Responsive bids which comply to the 1st stage functionality evaluation will be evaluated on the 80/20-preference point system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and Regulation 6 of the Procurement Regulations. The 80 points will be allocated for price and 20 points for attaining the B-BBEE status level contributor.

The bid will be evaluated in terms of the 80/20-point system as stipulated in the Preferential Procurement Regulations, 2017. 80 points will be allocated for price and 20 points for attaining the B-BBEE status level of contributor.

Drafted by:	Signature	Date
Recommended by: Programme Manager		06/11/2020
Reviewed by:-		6/11/2020
Approved By: Specification Committee		
Advert Approved By:-		6/11/2020

In terms of Regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Act (Act 5 of 2000), responsive bids will be adjudicated by the department on the 90/10- preference points system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 90 points)
- B-BBEE status level of contributor (maximum 10 points)

The following formula will be used to calculate the points for price:

$$Ps = 90(1 - Pt - P_{min})$$

P_{min}

Where

Ps = Points scored for comparative price of bid under consideration



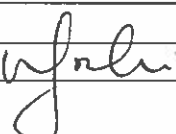
Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid



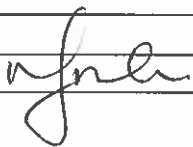
A maximum of 10 points may be allocated to bidders for attaining their B-BBEE status level of contributor in accordance with the table below:

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

- N.B:** Bidders are required to submit, together with their bids, original and valid B-BBEE status level verification certificates or certified copies or sworn affidavit in case of EMEs and QSEs to substantiate their B-BBEE rating claims
- 28.2 A bid will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution or is a non- Compliant contributor. Such a bidders will score 0 out of maximum of 20 points for B-BBEE.
- 28.3 Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof sworn affidavit in case of EMEs and QSEs at the closing date and time of the bid in order to claim the B-BBEE status level points.
- 28.4 The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.
- 28.5 Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued a SANAS accredited verification agency or sworn affidavit in case of EMEs or QSEs will be considered for preference points.

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- 28.6 The department may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regards to preference.
- 28.7 The total points scored will be rounded off to the nearest 2 decimals.
- 28.8 In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for B-BBEE.
- 28.9 However, when functionality is part of evaluation process and two or more bidders have scored equal points including equal preference points for B-BBEE, the contract will be awarded to the bidder scoring the highest functionality.
- 28.10 Should two or more bids equal in all respects, the award shall be decided by drawing of lots.
- 28.11 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

	Signature	Date
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Recommended by: Programme Manager		6/11/2020
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Approved By: Specification Committee		
Advert Approved By:-		6/11/2020

PART 2

Conditions of Contract and Operational Requirements

1. CONTRACT

The contract for the supply of the required Service in terms of this invitation to bid shall come into being on the date of issue of the letter of acceptance of the bidders bid by the Eastern Cape Department of Health (ECDoH) and shall continue in force for a period of 36 months. The bidder is further obliged for the future support while the contract is in force.

1.1 This contract is for a period of TWENTY-FOUR (24) months within PORT ALFRED and SETTLERS HOSPITAL

1.2 The awarding of the contract will be done on a Rate Base Unit Price

1.3 The contract quantities recorded on the quotation is an estimate quantity and may decrease or increase as required by PORT ALFRED and SETTLERS HOSPITAL during this period

1.4 The awarding service provider will not be able to claim any payment in respect of any quantity indicated not utilized. Kilogram Quantities are an estimate calculated totals to a scenario that could change at any given moment

2. FEES, CHARGES AND PAYMENTS:

2.1 Unit pricing will be Unit Price Excluding VAT, VAT + Total Unit Price Including VAT Prices must be market related and not inflated due to the nature of the services. All costs must be included in the unit price no hidden cost or separate costs will be accepted.

2.2 Payment of any consideration in terms of the contract shall not constitute acceptance of any defective or non-conforming Services or otherwise relieve contractor of any of its obligations under the contract.

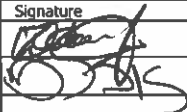

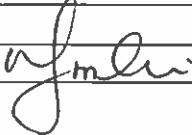
2.3 To the extent that the ECDoH disputes the correctness, nature, extent or calculation of any fees or expenses payable to contractor in terms of the contract, ECDoH shall be entitled to withhold payment of such disputed amounts until such time as such dispute is resolved.

3. LAUNDRY DETERGENTS

Products used to pre-soak, wash and dry laundry items, must be in line with the required dry cleaning/laundry services to clean & dry laundry items.

Detergent(s) may not, bleached colored laundry items leaving bleached stains on laundry items. No harmful deterrent products may be used that will cause any damaged to laundry items.

Disinfectant Detergent to be used on laundry items that is not able to sustain the 90°C water temperature

	Signature	Date
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Approved By: Specification Committee		
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4. GENERAL RESPONSIBILITIES OF THE CONTRACTOR

4.1 The ECDoh's operational requirements. The contractor shall, in the provision of the required service, have due regard to the operational requirements of the ECDoh and other parties occupying or operating from the relevant institution, and shall not do, or permit to be done, anything which may negatively impact on such parties' operational requirements.

4.2 Problem identification and reporting. The contractor shall be proactive in reporting any matters which it may become aware of which may impact on the business continuity or operations of the ECDoh at the relevant institution, clinic and office. Without detracting from the generality of this statement, contractor shall:-

4.3 Other Service Providers. The contractor acknowledges that it may be required to provide the Services in conjunction with third party service providers and shall, where requested by the ECDoh, co-operate fully with such persons.

4.4 Regulations and statutes. The contractor shall, in the provision of the Services observe and comply with all relevant provisions of all applicable legislation and regulations.

4.5 Compliance with procedures.

It is recorded that during the currency of the contract the ECDoh may implement procedures and policies at the relevant Institution. The contractor shall comply fully with any such reasonable procedures and policies, including the permit to work procedures and health and safety procedures.

4.6 The contractor shall ensure that it and its personnel shall at all times comply fully with any safety, fire, emergency and security procedures and policies applicable at the relevant Institution.

4.7 Should the ECDoh at any time believe that any member of contractor's personnel is failing to comply with any such procedures or policies, the ECDoh shall be entitled to deny such personnel member access to the relevant premises and require contractor to replace such person without delay.

4.8 Contractor's procedures The contractor shall, upon receipt of written request from the ECDoh

Provide the ECDoh with copies of contractor's operating procedures and processes relating to the Services in respect of Service delivery.



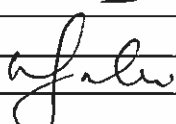
5. HAZARDOUS MATERIALS

The contractor will be held liable for any expenses that may be incurred by the ECDoh as a result of damage to property (laundry items) and injury to personnel and or patients as a result of poor quality products.

6. OCCUPATIONAL HEALTH AND SAFETY

In this clause the term "Act" shall mean the Occupational Health & Safety Act, No. 85 of 1993, as amended from time to time, (including any act which may take its place should it be repealed during the currency of the agreement between the parties) as read with all regulations and standards promulgated in terms of the former Machinery and Occupational Act, No 6 of 1983, as amended, and all regulations & standards promulgated in terms of the Occupational Health & Safety Act from time to time;

The contractor :-

	Signature	Date
Drafted by:		06/04/2020
Recommended by: Programme Manager		6/11/2020
Reviewed by:-		
Approved By: Specification Committee		
Advert Approved By:-		6/11/2020

- ❖ acknowledges that he is fully aware of the terms and conditions of the Act;
- ❖ acknowledges that he is an employer in its own right with duties and responsibilities as prescribed in the Act;
- ❖ agrees to comply with all rules and regulations implemented by or on behalf of the ECDoH at the relevant Institution in covering letter relating to health and safety and will inform the ECDoH immediately should contractor for any reason be unable to comply with the provisions of the Act and such rules and regulations.

7. SERVICE LEVEL AGREEMENT

It is recorded that the ECDoH and the service provider may from time to time agree in writing to additional quality requirements (whether engaged in a service contract or when repair is required out of guarantee without the maintenance contract option) and standards relating to the maintenance together with performance measurement provisions, which quality requirements, performance measurement provisions shall be reduced to writing in a service level agreement if required and signed by both parties.

10. PERFORMANCE MEASUREMENT PROVISIONS

10.1 Introduction.

Contractor shall provide the Services during the term of the contract in compliance with the quality and related standards stipulated in the Specifications, Bid Conditions and the service level agreement (if any) contemplated in clause 11 above.

The provisions of Clause 10 document contains the manner in which contractor's performance will be measured throughout the term of the contract.



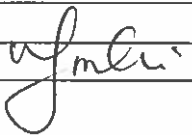
10.2 Compliance. For purposes of the contract the compliance by contractor with the stipulated responsibilities and service standards will be determined:-

- with reference to reports provided by contractor;
- with reference to reports or complaints received from third parties;
- by means of user satisfaction surveys conducted by ECDoH
- by means of service reviews, inspections or any audit carried out by or on behalf of the ECDoH

10.3 Records. Contractor shall at all times keep full and accurate records of all Services provided in terms of the contract and shall retain such records for the currency of the contract. Upon termination of the contract such records must be provided to the ECDoH upon request.

10.4 Measurement of performance

- Periodic checks: ECDoH shall carry out continued checks for the purpose of which shall determine whether contractor is providing the Services in accordance with the terms and conditions of the contract if accepted by ECDoH.
- Service complaints: All service complaints, deviations, non-conforming services and suggestions that are reported to contractor by ECDoH, its appointed facility manager, or any other party shall be given proper and speedy consideration by contractor. The Contractor shall investigate complaints, deviations and non-conforming services in accordance with procedures approved by the ECDoH.

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- **User satisfaction survey:** A user satisfaction survey shall be conducted by ECDoH to determine and to assess service user satisfaction. The user satisfaction survey shall be conducted on a day-to-day.

10.5 Results of checks, audits and surveys: ECDoH shall be entitled to utilize the findings of the surveys, checks, audits and reports contemplated above to determine compliance by contractor with the service standards and responsibilities stipulated in the contract. It is recorded that the results of the above checks shall, save to the extent that contractor can prove otherwise be binding on contractor and ECDoH shall be entitled to exercise its remedies stipulated in the contract based on such findings.

11. BREACH AND TERMINATION

Bidders are referred to Paragraph 23 of General Conditions of Contract (GCC) relating to failure to comply with conditions of this contract.

12. PROJECT DELIVERABLES

- The supply and delivery dates and times will be agreed upon with the successful bidder.
- Delivery addresses will be provided to the suppliers
- If at any time during performance of the contract, the supplier or its Sub Service Provider(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).
- Non-compliance to delivery period will lead to cancellation of the contract.

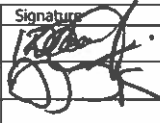

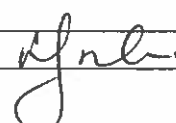
First instance	Issue notice of breach
Second instance	Meeting and second notice of breach
Third instance	Cancellation of contract

13. LOSS AND DAMAGE

Contractor hereby indemnifies the State, and will hold the State harmless, against any loss or damages which the State may suffer, or any claims lodged against the State by any third party arising out of or relating to any loss that the State or such third party may suffer as a result of, or arising out of any act or omission of any personnel of contractor or the failure of contractor to provide the Services in accordance with the provisions of the contract.

14. SUB-CONTRACTORS

Contractor may only sub-contract its obligations under the contract with the prior written consent of the ECDoH (or any other authorized authority) and then only to a person and to the extent approved by the ECDoH or such authority and upon such terms and conditions as the ECDoH or such authority require. It is recorded that where such consent is given contractor shall remain liable to ECDoH for the performance of the Services.

	Signature	Date
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Approved By: Specification Committee		
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PART 3
Bid Strategy
PORT ALFRED AND SETTLERS HOSPITAL
LAUNDRY SERVICES

**SCMU3-20/21-188-CA: PROCUREMENT OF LAUNDRY SERVICES FOR PORT ALFRED AND
SETTLERS HOSPITAL FOR A PERIOD OF TWENTY-FOUR (24) MONTHS**

1. INTRODUCTION

The Department of Health, Eastern Cape, is giving consideration to appointing a contractor to provide the LAUNDRY services, for TWENTY-FOUR (24) months for PORT ALFRED and SETTLERS HOSPITAL located in Eastern Cape.



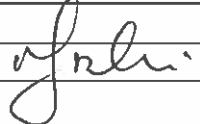
Port Alfred Hospital comprises of 90 beds
Settlers Hospital comprises of 166 beds

2. GENERAL

It is proposed that these TWO (2) hospitals be run as a single management unit for all services. The service provider must note that Laundry premises are based at Settlers Hospital where laundry for both facilities will be done & the bidder will fetch dirty lines and deliver clean linen from and to PAH.

Contractors are requested to fully familiarize themselves with the total layout area, requirements and complexities of the buildings, during the bidding period, for all aspects of the service, they are bidding on in order to provide everything necessary to fully satisfy the requirements of the documents and to ensure a complete, market related and competitive bid is submitted.

No additions to the bid will be allowed, after the bid is submitted, for any unforeseen costs by the contractor, during the stage.

	Signature	Date
Drafted by:		06/11/2020
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Approved By: Specification Committee		
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3. STAFFING STRATEGY

Bidders are to allow for the following staff provision: -

Managerial and Supervisory Staff Requirements.	General Staff Requirements.				
Managerial Staff requirements	Bidders are to allow for the management component required for this service.				
Supervisory Staff requirements	Bidders are to allow for the supervisory component required for this service.				
Operational Staff requirements	Bidders will be required to provide with laundry personnel for PORT ALFRED and SETTLERS HOSPITAL as listed below.				
	POST DESCRIPTION	PAH	SH	TOTAL	
	LAUNDRY MANAGER	1	1	2	
	LAUNDRY SUPERVISOR	1	2	3	
	LAUNDRY WORKERS	6	12	18	
	SEAMSTRESS	0	1	1	
	TOTAL: 24				

SERVICE PROVIDERS WILL BE EXPECTED TO MAKE USE OF NDLAMBE AND MAKHANDA LOCAL MUNICIPALITY LABOUR AS MUCH AS POSSIBLE ESPECIALLY WITH REGARD LOWER LEVELS/RANKS.

The contract in total is to be managed centrally from **PORT ALFRED and SETTLERS HOSPITAL.**

The bidder will be required to enter into a written contract/SLA with PORT ALFRED and SETTLERS HOSPITAL. This contract will contain performance penalties based on the service level agreements based on Part 4 – Specifications. These penalties will be negotiated by all parties prior to the signing of the above contract.



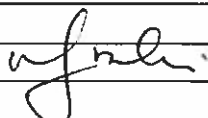
1. SCOPE OF SERVICES

1.1 The Contractor shall:

- 1.1.1 Be responsible for the supply of all laundry machinery and equipment and maintenance thereof,
- 1.1.2 Linen delivery trolleys and linen bags located at PORT ALFRED and SETTLERS HOSPITAL are necessary to provide the service.

1.2 The Contractor shall:

- 1.2.1 Manage the on-site central laundry at **PORT ALFRED and SETTLERS HOSPITAL.** Provide a suitable vehicle complying with cross contamination prevention and infection control requirements, to transport clean linen to and collect dirty linen from PAH linen banks.
- 1.2.2 Supply all detergents, softener, disinfectants, consumables, etc. for effective service delivery.

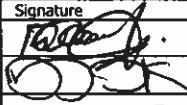

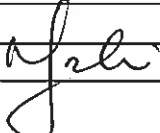
	Signature	Date
Drafted by:		06/11/2020
Recommended by: Programme Manager		6/11/2020
Reviewed by:-		
Approved By: Specification Committee		
Advert Approved By:-		6/11/2020

- 1.2.3 Provide staff to increase the existing Departmental staff levels at **PORT ALFRED and SETTLERS HOSPITAL** laundry in order to fulfill the requirements of this Terms of Reference and as per **minimum requirement** below



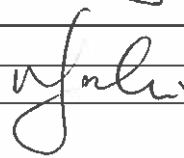
No.	POST DESCRIPTION	Contractor provide to	PAH	SH	TOTAL
1.	Laundry Managers	Two (2) required	1	1	2
2.	Laundry Supervisors	Three (3) required	1	2	3
4.	Laundry workers	Eighteen (18) required	6	12	18
6.	Seamstress	One (1) required	0	1	1

TOTAL: 24

- 1.2.4 Comply with the responsibilities and general obligations relating to the Linen Service as stipulated in this Terms of Reference;
- 1.2.5 Be responsible for the collection of Used Linen in accordance with the provisions of paragraph "Delivery of Clean Linen" of this Terms of Reference as well as the quality requirements for the loading and covering of trolleys;
- 1.2.6 Be responsible for the handling of Soiled and Infected Linen in accordance with the provisions of paragraph "Collection of used Linen" of this Terms of Reference and **in terms of quality assurance requirements for the loading and covering of trolleys.;**
- 1.2.7 Provide the Linen and Sewing Services in a manner to ensure compliance with the provisions relating to cross and re-contamination contained in this Terms of Reference;
- 1.2.8 Be responsible for the delivery of Clean Linen to the various areas within **PORT ALFRED and SETTLERS HOSPITAL** as contemplated in paragraph "Delivery of Clean Linen" of this Terms of Reference and ensure an adequate stock of Clean Linen is available at the point of usage on **PORT ALFRED and SETTLERS HOSPITAL** at all times as contemplated in such section.
- 1.2.9 ***The successful bidder shall provide for a 24 our service to ensure adequate supply of linen should the need arise due to circumstances beyond control. The 24-hour service must be included in the price and no additional payment/order will be affected/created when the need arise to comply with the output required by the hospital(s).***
- 1.2.10 Manage the Repairs to items of Linen in accordance with paragraph "Sewing repair" of this Terms of Reference quickly and efficiently until such time as that Linen becomes Condemned;
- 1.2.11 Be responsible for separating and recommending the Condemning of Linen at **PORT ALFRED and SETTLERS HOSPITAL** Management.
- 1.2.12 Be responsible for the supply of emergency supplies of Linen as provided for as provided in this Terms of Reference.
- 1.2.13 Use the on-site laundry facilities at **SETTLERS HOSPITAL**
- 1.2.14 Comply with the Output Terms of References. The output Terms of References shall take precedence over any other Terms of References provided by the contractor. Were the Terms of References are not adequate to ensure compliance with the Output Terms of References, ***the Contractor shall be required, subject to approval of the Facilities Manager, amend the said Terms of References.*** In such case PORT ALFRED and SETTLERS HOSPITAL and the Contractor shall amend these Terms of References in writing to reflect such amendment.

Drafted by:	Signature	Date
Recommended by: Programme Manager		06/11/2020
Reviewed by:-		6/11/2020
Approved By: Specification Committee		
Advert Approved By:-		8/11/2020

- 1.2.15** Responsible for the supply of detergents, softener, disinfectants, etc. For cleaning of laundry and the mentioned consumables shall comply with the cleaning and infection control requirements as highlighted in this document as well as the prescripts of the manufacturers of the washing machines.
- 1.2.16** The service provider shall also be responsible to supply marking ink for linen. All new linen will be marked and faded markings on linen will be renewed when the need arises.
- 1.2.17** Provide protective clothing with name tags, and equipment to the staff under employ of the service provider.
- 1.2.18** Take note that the estimated daily load of washing.

	Signature	Date
Drafted by:		06/11/2020
Recommended by: Programme Manager		6/11/2020
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Approved By: Specification Committee		
Advert Approved By:-		6/11/2020

Part 4
Pricing Schedule –

**PROCUREMENT OF LAUNDRY SERVICES FOR PORT ALFRED AND SETTLERS HOSPITAL
FOR A PERIOD OF TWENTY-FOUR (24) MONTHS**

SBD 3.2

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

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

**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...SCMU3-20/21-188-CA

**PROCUREMENT OF LAUNDRY SERVICES FOR PORT ALFRED AND SETTLERS HOSPITAL FOR
A PERIOD OF TWENTY-FOUR (24) MONTHS**

Closing Time **11h00**

Closing Date **02 DECEMBER 2020**

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

- BID PRICE IN RSA CURRENCY -- ALL APPLICABLE TAXES INCLUDED
- "NO VAT CHARGES ALLOWED ON NON- VAT ITEMS"
- NON VAT VENDORS MAY NOT CHARGE VAT – DELIVERY CHARGES TO BE INCLUDED IN UNIT PRICE

NB : USE BLACK INK TO FILL THIS FORM

- Does the offer comply with the specification(s)? ***YES/NO**

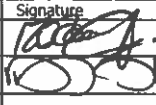

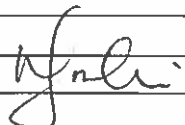
- If not to specification, indicate deviation(s)

.....

- Period required for delivery
***Delivery: Firm/not firm**

Pricing system is in accordance with unit rate based prices

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	Signature	Date
Drafted by:		06/11/2020
Recommended by: Programme Manager		6/11/2020
Reviewed by:-		
Approved By: Specification Committee		
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Each facility with the consultation of the awarded bidder will select most appropriate product to fit the purpose of required services

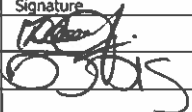
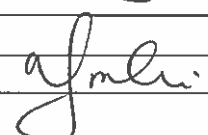
Pricing will be on unit costs per unit (rate based).

Department of Health will procure according to the need and budget availability

LAUNDRY SERVICES:

PORT ALFRED HOSPITAL

ITEM DESCRIPTION	AVERAGE DILY NUMBER	UNIT PRICE EXCLUDING VAT	UNIT PRICE INCLUDING VAT	TOTAL PRICE INCLUDING VAT	ESTIMATE KG PER ITEM
WHITE SHEETS	60				
BLUE SHEETS	50				
COT SHEETS	40				
DUVET	5				
INCUBATOR SHEETS	10				
DUVET INNERS	5				
NIGHT DRESSES	15				
THEATRE OP GOWNS	10				
PATIENT PYJAMAS TOPS	30				
PATIENT GOWNS	15				
PILLOW CASES	20				
DRAW SHEETS (THEATRE + A&E)	30				
COUNTER PANE BLANKETS	25				
THEATRE SCRUBS	30				
BATH TOWELS	30				
BABY BLANKETS	20				
STRINGS	10				
HAND TOWELS	30				
BUNNIES	30				
DR. GOWNS	16				
DR. PANTS	16				
PATIENT PYJAMA PANTS	30				
CURTAINS	20				
TOTAL:	547 ITEMS				

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Pricing will be on unit costs per unit (rate based).


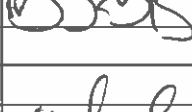

Department of Health will procure according to the need and budget availability

LAUNDRY SERVICES:

SETTLERS HOSPITAL:

ITEM DESCRIPTION	AVERAGE DILY NUMBER	UNIT PRICE EXCLUDING VAT	UNIT PRICE INCLUDING VAT	TOTAL PRICE INCLUDING VAT	ESTIMATE KG PER ITEM
SHEETS	7318				
FITTED SHEETS					
DRAW SHEETS	2880				
PILLOW CASES	2688				
COST SHEETS	146				
INCUBATOR SHEETS					
DUVET COVERS					
BLANKETS	2168				
BABY BLANKETS	500				
BABY WRAPS	88				
	3138				
COUNTER PANE					
BUNNIES	2928				
TOWELS	3378				
HAND TOWELS	2				
PATIENT GOWNS- ADULT	770				
PATIENT GOWNS - CHILDREN	140				
PYJAMA TOPS	420				
PYJAMA PANTS	430				
PILLOWS	88				
DUVET INNER					
CURTAINS	94				
DOCTOR GOWNS	850				
DOCTOR TOPS	680				
DOCTOR PANTS	650				
THEATRE LOTIONS	410				
ABDOMINAL SHEETS	120				
LEGGINGS	200				
MAYO COVERS	80				
BOOTS	480				
OPERATIONAL GOWNS	1566				
SHORTY	190				
WODEN	631				
NIGHTY	829				
LACE	36				
SCREEN	42				
NURSE DRESSES	70				

25

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SMALL	500				
LARGE	850				
MEDIUM	300				
FEN	120				
TOTAL	35 780				

The awarded service provider will not be able to claim any payment in respect of any quantity indicated not utilized. Kilogram Quantities are an estimate calculated totals to a scenario that could change at any given moment

NOTE THE FOLLOWING: PRICE SCHEDULE MUST BE COMPLETED IN FULL AND CORRECTLY. FAILURE TO COMPLETE WILL RESULT IN ELIMINATION.

The available laundry equipment is tabulated below and the contractor will be expected to cope with the estimated load on a daily basis:



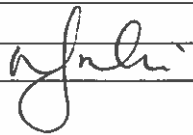
SETTLERS HOSPITAL:

LAUNDRY EQUIPMENT:

	MAKE	QUANTITIES AVAILABLE	MODEL	CAPACITY
1.	TUMBLE DRYER	5		
2.	WASHING MACHINE	4		
3.	SILVER TROLLEYS	3		
4.	WHITE TROLLEYS	4		
5.	TABLES	7		
6.	RED TROLLEYS	1		
7.	INDSTRIAL IRON	2		
8.	BLUE TROLLEYS	3		

1.2.19 The contractor will be expected to keep and submit on a monthly basis the following statistics for PORT ALFRED and SETTLERS HOSPITAL:

- 1.2.19.1 The description and number of items laundered per hospital
- 1.2.19.2 The description and number of items earmarked for condemning per hospital
- 1.2.19.3 The description and number of items condemned per hospital
- 1.2.19.4 The daily washing, drying and ironing load
- 1.2.19.5 History on downtimes on equipment during breakdowns and scheduled maintenance
- 1.2.19.6 Daily stock levels available (bulk, cleaning, banks and wards)

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2. LAUNDRY

The laundry must be managed in accordance with National Legislation and standards, NOSA and SABS 0146 with emphasis on infection control.

3. SUPPLY OF LINEN

PORT ALFRED and SETTLERS HOSPITAL will be responsible for the replacement and upkeep of stock levels of all linen and uniforms. The Contractor shall manage the range and stock levels of Linen as required by **PORT ALFRED and SETTLERS HOSPITAL**

4. LINEN SERVICES

4.1 The Contractor shall ensure that at all times the **PORT ALFRED and SETTLERS HOSPITAL** has Clean Linen available and Used Linen is removed efficiently and cleaned in accordance with the provisions of this Terms of Reference on a 24-hour basis.

4.2 The Contractor shall ensure that all Linen is identified using the range of marking determined by MHC ***with linen marking ink as supplied by the service provider.***

4.3 The Contractor shall ensure that a system determining, confirming and recording Linen collected, processed and delivered is maintained.

4.4 The Contractor shall ensure that regular stock checking of Linen is undertaken each month and a report is issued to the Facility Manager.

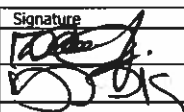
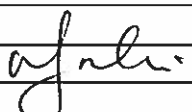
5. COLLECTION OF USED LINEN

5.1 The Contractor shall ensure that all Used Linen is removed by trained Staff on a basis frequent enough (ONCE DAILY) to ensure that no obstruction or health hazard is caused (***At least on a daily basis***). The collection from the wards will be structured in such a manner that the floor area will not be over congested in the Laundry but staggered to allow processing of the batches prior to the following batches being delivered.

5.2 ***The laundry workers will be trained and equipped with adequate protective clothing to perform sluicing services in the ward sluice rooms prior the removal of soiled linen from the wards.***

5.3 The Contractor shall ensure that Used Linen is transported in unlined cages following SABS 0146 requirements. **THE CONTRACTOR WILL BE EXPECTED TO PROVIDE DEDICATED COVERS FOR THE TROLLEYS. NO LOADING ABOVE THE TROLLEY TOP WILL BE ALLOWED AND THE CONTRACTOR WILL BE FINED BY R 1000.00 FOR EVERY INDIVIDUAL OCCURANCE. CLEANED AND SOILED LINEN WILL BE CARTED IN SEPARATE TROLLEYS. The service provider will provide replacements and/or top up trolleys to allow full compliances with operating output specifications and SABS0146**

5.4 The Contractor shall ensure that Used Linen is not transported in the same vehicle or segregated section together with Clean Linen or any other items and use different routes dedicated for clean/soiled linen.

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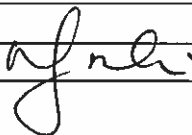
- 5.5 A system of determining, confirming and recording the volume or weight of Linen collected from each point around **PORT ALFRED and SETTLERS HOSPITAL** is maintained.
- 5.6 Following transport of Used Linen, the vehicle or segregated section is appropriately disinfected before use for transportation of Clean Linen.
- 5.7 Upon cleaning the contractor will ensure that linen is sorted in terms of the inventory lists eg. Linen taken in from PORT ALFRED and SETTLERS HOSPITAL need to be returned only to **PORT ALFRED and SETTLERS HOSPITAL**.

6. HANDLING OF SOILED LINEN AND INFECTED LINEN

- 6.1 The Soiled Linen and Infected Linen which has come into contact with:
- 6.1.1 Lassa Fever;
- 6.1.2 Anthrax;
- 6.1.3 Category 4 pathogens, including viral and hemorrhagic disease;
- 6.1.4 All other communicable infections notified in writing by the Facility Manager, to the Contractor from time to time ***CANNOT BE LAUNDERED AND SHALL BE ISOLATED AND NOT LAUNDERED as specified in paragraph 7.2***
- 6.2 It is recorded that where the Linen comes into contact with an infection referred to in paragraph 7.1 and cannot be laundered. ***The contractor shall ensure that such Soiled Linen and Infected Linen is separated, isolated in the prescribed red bags for disposal as clinical waste.***
- 6.3 Soiled Linen and Infected Linen which ***CAN BE LAUNDERED*** satisfactorily includes Linen which has come into contact with the following:
- 6.3.1 Enteric fevers;
- 6.3.2 Dysentery;
- 6.3.3 Open Pulmonary TB;
- 6.3.4 Hepatitis A;
- 6.3.5 Hepatitis B;
- 6.3.6 HIV positive cases; and
- 6.3.7 Any other infection notified in writing by **PORT ALFRED and SETTLERS HOSPITAL** Infection Control Department.
- 6.4 It is recorded that Soiled Linen and Infected Linen that cannot be laundered as set out in paragraph 7.1 above shall be sealed in a red bag, recorded and duly handed over for destruction to the medical waste section of the PORT ALFRED and SETTLERS HOSPITAL.
- 6.5 It is recorded that Soiled Linen and Infected Linen that can be laundered as set out in paragraph 7.3 above shall be delivered by laundry runners, to laundry, sealed in a yellow bag.

7. CROSS AND RE-CONTAMINATION

- 7.1 The Contractor shall ensure that there is no cross-contamination between Soiled Linen, and Infected Linen.

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8. DELIVERY OF CLEAN LINEN

8.1 The Contractor shall:

8.1.1 deliver to wards and departments at **PORT ALFRED and SETTLERS HOSPITAL** Clean Linen at such times as PORT ALFRED and SETTLERS HOSPITAL or the Facilities Manager may require from time to time (at least twice daily- in the morning and late afternoon)

9. SEWING REPAIR

9.1 The Contractor shall manage the sewing and repair service staff to carry out repairs to the linen.

10. CONDEMNING

The Contractor shall inspect the Linen for faults and all Linen with faults that cannot be satisfactorily repaired in the reasonable opinion of the MHC or the Facilities Manager shall be deemed to be Condemned Linen.

10.1 Linen deemed to be Condemned Linen shall include:

10.1.1 items beyond repair;

10.1.2 Contaminated with microbes of illnesses as described in paragraph 7.1 & 7.2

10.2 items which are stained or discolored beyond the Service Standards;

10.3 items which are distorted, namely where there has been a deviation in the dimensions of an item from those specified by the manufacturer, for example, shrinkage;

10.4 items that are incomplete or that have missing parts that cannot reasonably be replaced or repaired; and

10.5 all Linen which cannot be laundered in accordance with paragraph 7.2 of this Terms of Reference shall be deemed to be Condemned Linen.



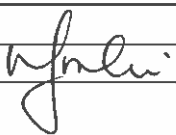
10.6 The Facility Manager during any inspection of the Linen may determine that any item of Linen is below the standard set out in paragraph "Disposal of Linen"

11. DISPOSAL OF LINEN

11.1 For record purposes the service provider shall keep record of the quantity and description of items recommended for condemning.

11.2 The Contractor shall report in writing (on a monthly basis) to the **CEO** if linen is to be disposed of as per the Terms of Reference.

11.3 The proposed condemned items shall be stored and safeguarded separately until inspection by representative of MHC (quarterly).

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12. **Emergency Supplies of Linen**

13.1 **PORT ALFRED and SETTLERS HOSPITAL** will provide for emergency supplies of Linen.

13. **GENERAL**

13.1 In order to ensure compliance with the Service Standards and other requirements of this Terms of Reference the Contractor shall ensure that Supervisory staff and the Contract Manager will monitor Linen Service Standards at all times. The Contractor's Supervisors, will complete shift duty checklists. Supervisors will be responsible to check on the following:

13.1.1 Response times to all **LAUNDRY** calls;

13.1.2 Check if Clean Linen replenishment was completed within the Service Standards;

13.1.3 Check sealing of trolleys;

13.1.4 Check cleanliness of trolleys.

13.2 The Contract Manager will request feedback from nursing staff and the Facilities Manager on an ongoing basis, to provide input in order to evaluate the service.

13.3 A monthly service report will be compiled based on the inputs obtained by the Contract Manager and a copy thereof submitted to the **CEO**

13.4 The Contractor shall ensure that it provides training which is appropriate to ensure its Staff will comply with the provisions of these Terms of References.

13.5 The Contractor shall ensure that reports on performance from the **LAUNDRY** will be assessed and Contractor's management will action procedures to improve service.

15. **PERFORMANCE EVALUATION**

15.1 The Contractor shall ensure that procedures are in place to record inputs for the performance evaluation:

15.1.1 whether or not Linen has been collected, processed and delivered appropriately; and

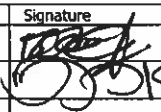
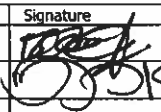
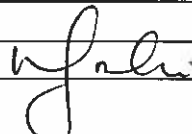
15.1.2 determine and record the number of linen collected from collection points designated by the Hospital and agreed with the Contractor throughout the **PORT ALFRED and SETTLERS HOSPITAL**.

16. **LIAISON**

16.1 The Contractor shall regularly liaise with the Facilities Manager, and to the extent required by the **CEO** with the Infection Control Officers, the CSSD and Linen Users in order to:

16.2 facilitate the Control of Infection by appropriate management of Used, Soiled, and Infected Linen;

16.3 ensure continuity of supply by regularly discussing and agreeing, routine and special delivery requirements;

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- 16.4 carry out Repairs to items of Linen in accordance with paragraph "Sewing repair" of this Terms of Reference quickly and efficiently until such time as that Linen becomes Condemned.


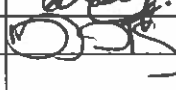
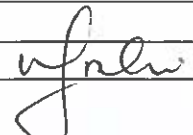
17. **PROTECTIVE CLOTHING**

The contractor will be expected to provide protective clothing suitable (SABS approved) for use in a laundry environment e.g ear muffs, overall, ankle boots, face covers amongst others, for contract staff **(INCLUSIVE OF FACE MASKS SUITABLE FOR XDR TB, COVID-19 WHEN STAFF ARE PERFORMING DUTIES IN EXPOSED AREAS LIKE TB WARDS, ETC).** The protective clothing will be of accepted industry standards carrying the SABS mark of approval.

18. **SERVICE LEVEL AGREEMENT ELEMENTS**

The following elements will be reflected in the Service Level Agreements with penalties with for non-compliance. Service providers will be provided with 100 demerit points from which transgressions will be reduced. Upon reaching 0 (zero) the contract will be terminated.

No.	Description	Penalty	Demerit points
1.	Use of cleaning agents not complying with standards and/or Terms of Reference	R2,000.00 per incident	20 per incident
2.	Non-compliance with cleaning program	R1,000.00 per occurrence	10 per occurrence
3.	Failure of infection control due to inadequate cleaning processes	R30,000.00 per institution	30 per institution
4.	Unsafe handling of equipment	R5,000.00 per incident	20 per incident
5.	Abuse of equipment – non-compliance with operating instructions as specified by manufacturer	R5000,00 per incident plus costs for repairs	50 per incident
6.	Breakdowns due to non-adherence of preventative maintenance schedules as asset out in the bid document	R5,000,00 per incident plus costs for repairs	50 per incident
7.	Non-compliance with Department quality prescripts on loading laundry trolleys (Laundry runners)	R2,000.00 per incident	20 per incident
8.	Overloading of laundry's	R1000,00 per incident	10 per incident
9.	Optional Offer: Maintenance of equipment included Nonattendance to broken equipment for a period longer than 1 day and/or backlogs in laundry output	R5000,00 per incident	5 per incident
10.	Shortage of linen at wards/linen banks due to negligence/ foreseeable breakdowns/downtime	R5000,00 per incident per bank/ward	5 per incident per bank/ward



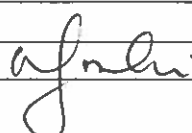
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19. **24 HOUR OPERATION**

The Service Provider will be required to provide an ad hoc 24-hour Laundry Service when required due to breakdowns, scheduled maintenance and repairs as well as specific conditions that results in increased laundry load. The service provider will evaluate conditions and activate a 24-hour service to prevent short supply of linen to wards. The CEO will be informed but ***no additional order/payment*** will be raised/affected.

20. **Price Variation (DO NOT INCLUDE WITH TENDER PRICE)**

NO	DESCRIPTION	Unit Price
1.	Provision of "top up "Laundry Manager Yearly basis	R
2.	Provision of "top up" Laundry Supervisor yearly basis	R
3.	Provision of "top up "Laundry Workers yearly basis	R
4.	Provision of "top up "Seamstress yearly basis	R

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Province of the
EASTERN CAPE
HEALTH

Part 3 - Schedule A

Government Procurement General Conditions of Contract

NOTES

The purpose of this document is to:



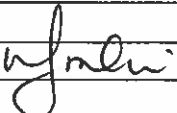
- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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 (GCC) 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.

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1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
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7. Performance security
8. Inspections, tests and analysis
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10. Delivery and documents
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24. Dumping and countervailing duties
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31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices



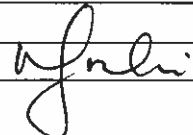
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General Conditions of Contract

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts materials which have been or are still to be imported (whether by the supplier or his sub Service Providers) 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.

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- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

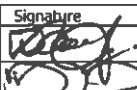

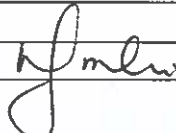
5. Use of Contract documents; information and inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause. 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

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6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance Security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) *A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or*

(b) *A cashier's or certified cheque*

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or Service Provider shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

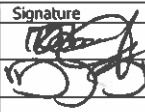

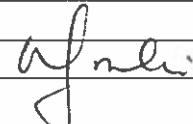
8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC

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9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

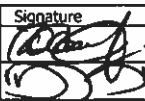

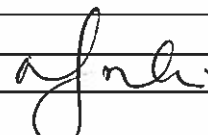
- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) *Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and*
- (b) *In the event of termination of production of the spare parts:*
 - (i) *Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and*
 - (ii) *Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.*

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15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

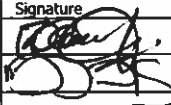

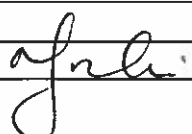
20. Subcontracts

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

21. Delays in the supplier's performance

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

21.2 If at any time during performance of the contract, the supplier or its Sub Service Provider(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.

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

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

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause

21.6 Without the application of penalties.

21.7 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) If the Supplier fails to perform any other obligation(s) under the contract; or
- (c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.



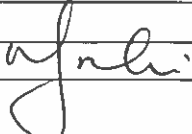
23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or antidumping 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 favorable difference shall on demand be paid forthwith by the Service Provider to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the Service Provider in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue hereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing Language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.


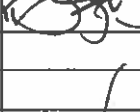
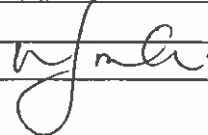
30. Applicable Law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

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32. Taxes and Duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme



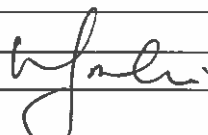
33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No.89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

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Part 3 – Schedule B
Declaration of Interest

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a Bid or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder², member):

2.4

2.5 Registration number of company, enterprise, close corporation, partnership agreement or trust:

.....

2.6 Tax Reference Number:



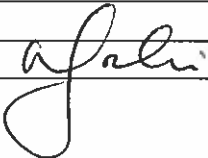
2.7 VAT Registration Number:

2.8 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below:

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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2" Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**



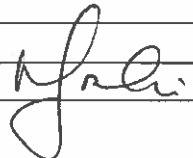
2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.)

2.7.2.2 If no, furnish reasons for non-submission of such proof:

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

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2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

2.9.1 If so, furnish particulars.

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES/NO

2.10.1 If so, furnish particulars.

.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?




YES/NO

2.11.1 If so, furnish particulars:

.....

3. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number/ Persal Number

	Signature	Date
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4 DECLARATION

I, THE UNDERSIGNED (NAME).....



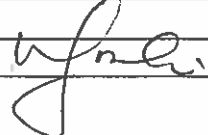
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION
PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder




	Signature	Date
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DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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	Signature	Date
Drafted by:		06/11/2020
Recommended by: Programme Manager		6/11/2020
Reviewed by:-		
Approved By: Specification Committee		6/11/2020
Advert Approved By:-		

4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.



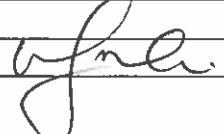
I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



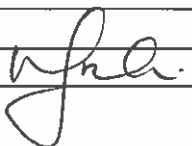
	Signature	Date
Drafted by:		26/11/2020
Recommended by: Programme Manager		6/11/2020
Reviewed by:-		
Approved By: Specification Committee		
Advert Approved By:-		6/11/2020

Part 3 – Schedule C (ii)
CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and Bids.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

	Signature	Date
Drafted by:		06/11/2020
Recommended by: Programme Manager		6/11/2020
Reviewed by:-		
Approved By: Specification Committee		
Advert Approved By:-		6/11/2020

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)



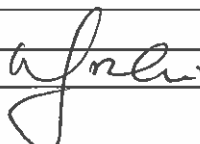
in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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 consortium³ will not be construed as collusive bidding.

	Signature	Date
Drafted by:		06/11/2020
Recommended by: Programme Manager		4/11/2020
Reviewed by:-		
Approved By: Specification Committee		
Advert Approved By:-		6/11/2020

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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 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.



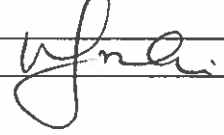
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

	Signature	Date
Drafted by:		06/11/2020
Recommended by: Programme Manager		6/11/2020
Reviewed by:-		
Approved By: Specification Committee		
Advert Approved By:-		6/11/2020

Part 3 – Schedule D

Qualifications and Experience

1. Details of the extent of the bidders activities and business, e.g. branches etc.:

2. A list of existing /previous contracts relating to services which are similar to the Services: Also see Project Reference returnable attachment on next page53

Description of Contract	Start Date	End date

3. The number of years that the bidder has been in the business of providing services which are materially the same as the Services:

4. The name of the person who shall manage the Services:

5. Detail such person's qualifications and experience below :

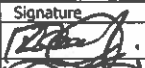

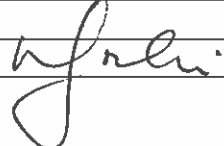
.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of:

1.

2.

	Signature	Date
Drafted by:		06/11/2020
Recommended by: Programme Manager		6/11/2020
Reviewed by:-		
Approved By: Specification Committee		
Advert Approved By:-		6/11/2020

PROJECT REFERENCE FORM**Part 3 – Schedule E****Organization Type****PARTNERSHIP/CLOSED CORPORATION/COMPANY**
(delete which is not applicable)

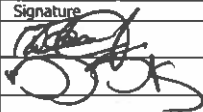

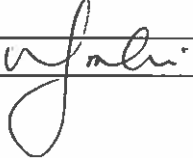
The bidder comprises of the following partners/members/directors :

1. NAME _____
ADDRESS : _____
ID NUMBER: _____
2. NAME : _____
ADDRESS : _____
ID NUMBER: _____
3. NAME : _____
ADDRESS : _____
ID NUMBER: _____
4. NAME : _____
ADDRESS : _____
ID NUMBER: _____
5. NAME : _____
ADDRESS : _____
ID NUMBER: _____

.....
SIGNATURE OF (ON BEHALF OF) BIDDER.....
NAME IN CAPITALS

In the presence of :

1.
2.

	Signature	Date
Drafted by:		06/11/2020
Recommended by: Programme Manager		6/11/2020
Reviewed by:-		
Approved By: Specification Committee		
Advert Approved By:-		6/11/2020




1. Provide full details of the organizational structure which will be utilized in the provision of the Services (including where appropriate an organogram)

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

NAME IN CAPITALS

In the presence of :

1.
2.

Drafted by:		Date 06/11/2020
Recommended by: Programme Manager		06/11/2020
Reviewed by:-		
Approved By: Specification Committee		
Advert Approved By:-		06/11/2020

Part 3 – Schedule G
Details of Supplier's Nearest Office

1. Physical address of supplier's office

1. Physical address of supplier's control

2. Telephone No of office: _____

3. Time period for which such office has been used by supplier: _____



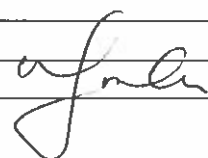
.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of:

1.

2.

	Signature	Date
Drafted by:		06/11/2020
Recommended by: Programme Manager		6/11/2020
Reviewed by:-		
Approved By: Specification Committee		
Advert Approved By:-		6/11/2020

**Part 3 – Schedule H
Financial Particulars**

This schedule must be completed by the bidder and submitted together with the bid. **Documentary proof confirming availability of financial resources to execute the contract from the bidder's financial institution/letter of guarantee from a reputable Financial Institution.** If this requirement is not complied with in full the bid may be considered invalid.

Nature of Service : _____

Name of bidder: _____

Bid Number: _____

	<u>FINANCIAL POSITION OF BIDDER</u>
	<p>I/we hereby certify that I/we have the necessary financial capacity and resources to execute the above contract successfully for the bid amount. I / we hereby attach letter confirming availability of financial resources from the financial institution. I / we give the ECDOH permission to contact the financial institution below to confirm the information provided.</p> <p>In the absence of the above, a letter confirming that the bidder has applied for financial assistance from any financial institution and that the institution is willing to favorably consider such application in the event that the bidder is successful, will also satisfy the Department.</p>
NAME OF FINANCIAL INSTITUTION	
ADDRESS	
TEL.NO	
FAX NO	
CONTACT PERSON	




.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of :

1.

2.

	Signature	Date
Drafted by:		06/11/2020
Recommended by: Programme Manager		6/11/2020
Reviewed by:-		
Approved By: Specification Committee		6/11/2020
Advert Approved By:-		

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

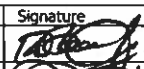

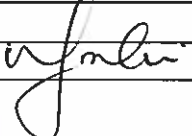
- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

	Signature	Date
Drafted by:		06/11/2020
Recommended by: Programme Manager		6/11/2020
Reviewed by:-		
Approved By: Specification Committee		
Advert Approved By:-		6/11/2020

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **"Functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **"prices"** includes all applicable taxes less all unconditional discounts;
- (h) **"proof of B-BBEE status level of contributor"** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE


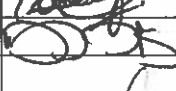
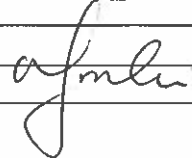
3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

P_s = Points scored for price of bid under consideration
 P_t = Price of bid under consideration
 P_{\min} = Price of lowest acceptable bid

	Signature	Date
Drafted by:		06/11/2020
Recommended by: Programme Manager		6/11/2020
Reviewed by:-		
Approved By: Specification Committee		
Advert Approved By:-		6/11/2020

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

- 7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME ✓	QSE ✓
---	----------	----------

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	Signature	Date
Drafted by:		06/10/2020
Recommended by: Programme Manager		6/11/2020
Reviewed by:-		
Approved By: Specification Committee		
Advert Approved By:-		6/11/2020

Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:

8.2 VAT registration number:

8.3 Company registration number:

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider



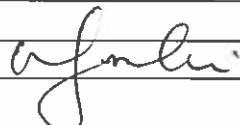
Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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

	Signature	Date
Drafted by:		06/10/2020
Recommended by: Programme Manager		6/11/2020
Reviewed by:-		
Approved By: Specification Committee		
Advert Approved By:-		6/11/2020

and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1.

2.



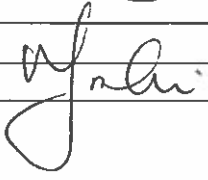
.....
SIGNATURE(S) OF BIDDERS(S)

DATE

ADDRESS

.....

.....

	Signature	Date
Drafted by:		06/11/2020
Recommended by: Programme Manager		6/11/2020
Reviewed by:-		
Approved By: Specification Committee		6/11/2020
Advert Approved By:-		

The bidder shall be bound by all SCM regulatory provision and amendment thereto whether expressly or impliedly in this document

The Head
Department of Health E.C
Private Bag X0038
Bisho, 5605

Sir/Madam

Granting of authority to request information from any legal entity relevant to this bid

- 1) I/we acknowledge that the information herein contained shall constitute the basis on which my/our bid is to be considered. I/we grant approval that any source regarding this bid may be fully investigated and that all such information shall be of material importance and directly relevant to the consideration of our bid. I /we further grant my/our consent to such source to provide confidential information.
- 2) I/we warrant that all the information herein contained is to the best of my/our knowledge and belief true and correct in all material respects and I/we am /are not aware of any information which, should it become known to the Eastern Cape Department of Health, would affect the consideration of my/our bid in any way.
- 3) The Eastern Cape Department of Health wishes to inform you that all information regarding your personal matters is treated as strictly as confidential.

Please tick the appropriate box.

<input type="checkbox"/>	I/We hereby consent to the above
--------------------------	----------------------------------

Signature

Date



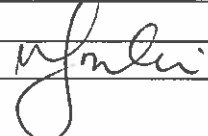
OR

<input type="checkbox"/>	I/We hereby withhold consent and fully understand the implications and ramifications of my/our decision and will not hold the Eastern Cape Department of Health responsible for not considering my/our tender
--------------------------	---

Signature

Date

Witness Signature

	Signature	Date
Drafted by:		06/10/2020
Recommended by: Programme Manager		6/11/2020
Reviewed by:-		
Approved By: Specification Committee		
Advert Approved By:-		6/11/2020

Part 4

BID STRATEGY AND SPECIFICATIONS

PROCUREMENT OF LAUNDRY SERVICES FOR PORT ALFRED AND SETTLERS HOSPITAL FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

The Eastern Cape Department of Health (ECDoH) has **TWO** institutions based in **PROCUREMENT OF LAUNDRY SERVICES**

The Department reserves the right to award the contract to more than one individual company/supplier and or categories per hospital and or clusters.

- Order(s): Will be issued per institution in accordance with the available budget allocations
- The institutions/hospitals are as follows:

INSTITUTIONS

Within the Ndlambe and Makhanda Local Municipality (Port Alfred and Settlers Hospital)

SCOPE OF WORK

Key Performance Area

Ensure that all linen items are clean washed, dried, ironed and presentable to patients and ready for domestic use within the clinical environment (clean sheet, comforters, blankets, tablecloths, theatre clothes and green theatre sheets) when delivered to **PORT ALFRED and SETTLERS HOSPITAL**

WASHING TO BE DONE AT 90 DEGREES WARM WATER



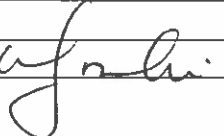
Use disinfectant laundry detergents if textile is not compatible with a sufficiently high washing temperature

**NO WASHING MAY BE DONE AT A HOUSE OR INSUFFICIENT LAUNDRY PREMISES
INADEQUATE TO CLEAN LAUDRY FOR INDUSTRIAL PURPOSES AND OR BASIS.**

Recordkeeping of garments

Only marked and registered items must be accepted for collection. A duplicated register will be compiled by the Laundry Supervisor/Housekeeper at **PORT AFRED and SETTLERS HOSPITAL**. The copy will be given to the Laundry Services that does collecting, ensuring that garments correspond as registered.

Laundry Supervisor/Housekeepers and Company to make sure that they do not exceed the quantities as specified.

	Signature	Date
Drafted by:		06/11/2020
Recommended by: Programme Manager		4/11/2020
Reviewed by:-		
Approved By: Specification Committee		
Advert Approved By:-		6/11/2020

COLLECTING OF LAUNDRY

- Collecting of laundry at **PORT ALFRED** and **SETTLERS HOSPITAL** take place in the morning - 8h00 and should be delivered the next morning before 09h00 (DOH and awarding company will agree on which days will be suitable for collection of soiled linen)

Weighing of Garments

A calibration certificate (**not older than 3 months**) from an independent scale company must be attached with tender document. This certificate must be obtained twice per year and once the new certificate is received, it must be brought to **PORT ALFRED** and **SETTLERS HOSPITAL** to be placed on the tender document.



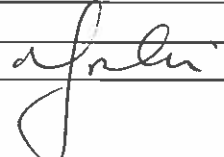
On site weighing of soiled linen is required to ensure that the correct quantities are charged. The service provider is required to have an on-site scale, the weight collected must be signed off by the Sr. in Charge / Housekeeper/ Cleaner in charge. This is a control measure in respect of payments as the Department does not have any proof what quantity kilograms are collected and charged for.

Collection and Transportation

- Collection and deliveries of Linen is daily Mon-Sun and Including Public Holidays
 - Phase One: Every 2nd Day Mon-Sun**
 - Phase Two – Three might change to everyday Mon-Sun**
 - Please note this will be communicated in respect of the need and different phase roll out in respect of patient admitting.**
 - Services provider must be aware that delivery and collections can change unexpectedly**
- Soiled (dirty) linen, bed linen, clothing, towels, blankets and comforters will be placed in clear plastic bags provided by Contractor.
- The successful bidder will be responsible for the delivery of clean linen items folded and packed in clear plastic bag.
- Linen must be transported in a clean and enclosed vehicle and not be exposed to wind and rain weather elements.

Liabilities

- The Laundry Services Provider will be accountable for any loss or damaged items. Lost or damaged garments will be replaced by the successful service provider
- PORT ALFRED** and **SETTLERS HOSPITAL** will send back any dirty linen that are received from the company and the company will have to wash it again free of charge.



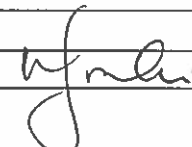
	Signature	Date
Drafted by:		06/11/2020
Recommended by: Programme Manager		6/11/2020
Reviewed by:-		
Approved By: Specification Committee		
Advert Approved By:-		6/11/2020

Uniforms

- The successful service provider must ensure that his drivers and or staff collecting the washing must be dressed with the necessary Laundry Clothing e.g. uniform/overall that will protect them and identifying them when entering **PORT ALFRED and SETTLERS HOSPITAL**.


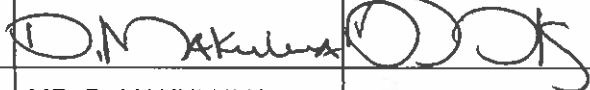
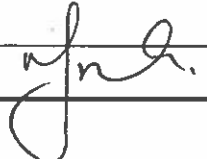
DECLARATION OF THE BIDDERS ABILITY TO SUPPLY AND DELIVERY OF LAUNDRY SERVICES



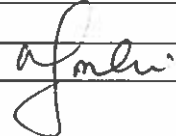
- We hereby declare that we, _____ (name of the bidder), understand the contract that will be signed and that no payments and or values can be claimed for services/kilogram quantities NOT utilized and or delivered.
- **NAME OF BIDDER:**
- **SIGNATURE OF BIDDER:**.....
- **CAPACITY / POSITION:**
- **DATE :**

	Signature	Date
Drafted by:		06/11/2020
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Approved By: Specification Committee		
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DOCUMENT CONTROL SHEET

PROVISION OF LAUNDRY SERVICES AT PORT ALFRED AND SETTLERS HOSPITALS SCMU3-20/21-0188-CA

Revision			
Drafted By	Date:	Name:	Signature:
	06 NOVEMBER 2020	MS. Z. MBOLOMPO	
Recommended by: Programme Manager	Date:	Name:	Signature:
	06 NOVEMBER 2020	MR. D. MAKULUMA	
Approved By: Specification Committee	Date:	Name:	Signature:
	06 NOVEMBER 2020	MRS. M. DE VOS	
Advert Approved By:	Date:	Name:	Signature:
	06 NOVEMBER 2020	DR. B. MZILENI	

	Signature	Date
Drafted by:		06/11/2020
Recommended by: Programme Manager		6/11/2020
Reviewed by:-		
Approved By: Specification Committee		
Advert Approved By:-		6/11/2020