



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

BID NUMBER: **WCGHSC0467/2025**

CLOSING DATE: **FRIDAY, 14 NOVEMBER 2025**

CLOSING TIME: **11:00**

SUPPLY AND DELIVERY OF A COMPREHENSIVE CLEANING SERVICE TO KHAYELITSHA DISTRICT HOSPITAL FOR A THREE (3) YEAR PERIOD UNDER CONTROL OF DEPARTMENT OF HEALTH AND WELLNESS; WESTERN CAPE GOVERNMENT FOR A THREE (3) YEAR PERIOD

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

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

Bid documents must be deposited in the **bid box marked at Main entrance of Department of Health, Supply Chain Management Offices M9 Building on the Premises of Karl Bremer Hospital, c/o Mike Pienaar Boulevard & Frans Conradie Avenue, Bellville**. The bid box is generally open **from 07H00 until 16H00, 5 days a week**. If you are uncertain about the location of the bid box, please call the responsible official, Mr Therlo Apollis at 021 834 9006 for assistance during office hours.

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

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

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

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

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

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

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

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

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

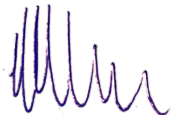
WESTERN CAPE GOVERNMENT HEALTH
GOODS & SERVICES SOURCING

BID OPENED @ 11:00
14 NOVEMBER 2025

1)..... 2)
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Please refer all technical/specification and bid/tender pricing enquiries to:

Mr Zongezile Mtshatsheni	Tel 021 360 4635	Zongezile.Mtshatsheni@westerncape.gov.za
Ms Andiswa Gonya	Tel. 021 360 4412	Andiswa.Gonya@westerncape.gov.za



C Munnik

HEAD OF DEPARTMENT

pp

DATE: 14/10/2025

WESTERN CAPE GOVERNMENT HEALTH
GOODS & SERVICES SOURCING

BID OPENED @ 11:00
14 NOVEMBER 2025

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Part A Invitation to bid

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

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

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

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

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

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

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)				
BID NUMBER:	WCGHSC0467/2025	CLOSING DATE:	14 NOVEMBER 2025	CLOSING TIME: 11H00 AM
DESCRIPTION	SUPPLY AND DELIVERY OF A COMPREHENSIVE CLEANING SERVICE TO KHAYELITSHA DISTRICT HOSPITAL, FOR A THREE (3) YEAR PERIOD UNDER CONTROL OF DEPTMENT OF HEALTH AND WELLNESS: WESTERN CAPE GOVERNMENT			
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)				
M9 BUILDING ON THE PREMISES OF KARL BREMER HOSPITAL, C/O MIKE PIENAAR BOULEVARD & FRANS CONRADIE AVENUE. Open Mondays to Fridays from 7 am to 4 pm (excluding public holidays)				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO TECHNICAL ENQUIRIES MAY BE DIRECTED TO:				
CONTACT PERSON	Therlo Apollis		CONTACT PERSON	Please refer to page 2
TELEPHONE NUMBER	021 834 9006		TELEPHONE NUMBER	Please refer to page 2
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	n/a
E-MAIL ADDRESS	Therlo.Apollis@westerncape.gov.za		E-MAIL ADDRESS	Please refer to page 2
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				

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SUPPLIER COMPLIANCE STATUS	WCSEB REGISTRATION NO.		AND	CSD No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACREDITATION SYSTEM (SANAS)	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No			<div style="border: 1px solid black; padding: 5px;"> <p align="center">WESTERN CAPE GOVERNMENT HEALTH GOODS & SERVICES SOURCING</p> <p align="center">BID OPENED @ 11:00 14 NOVEMBER 2025</p> <p>1)..... 2)</p> <p align="center">SIGNED SIGNED</p> </div>	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED 6.1 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.2 BELOW.	

Part B

Terms and conditions for bidding

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>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.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCB7.1).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA</p> <p>2.3 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE WITH A RESULT SUMMARY PAGE (DOWNLOADED FROM EFILING) TOGETHER WITH THE BID.</p> <p>2.4 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE AND CSD NUMBER AS MENTIONED IN 2.2 ABOVE.</p> <p>2.5 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”</p> <p>2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>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.”</p>
<p>NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID</p>

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

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NOTICE TO ALL BIDDERS

Compulsory site inspection & information session will be held in respect of this bid invitation. The details are as follows:

Date: Friday, 7 November 2025

Place: Khayelitsha District Hospital

Venue: Main boardroom

Time: 10:00

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For enquiries contact:

Mr Zongezile Mtshatsheni

Tel: 021 360 4635

Email: Zongezile.Mtshatshani@westerncape.gov.za

and/or Ms Andiswa Gonya

Tel: 021 360 4412

Email: Andiswa.Gonya@westerncape.gov.za

Failure to attend the site meetings will lead to the disqualification of your bid.

The attendance register must be completed at the venue.

Please be at the venue before 10:00 because no late bidders will be allowed in the venue after 10:00.

Please bring along your bid document.

No bid documents will be issued at the meeting.

Compulsory site meeting protocol:

- All attendees must ensure that they sign the **Attendance Register** provided on site.
- Participants are requested to ensure that the person who would be authorised to complete the bid documents also attend the Information Session.
- Only offers from prospective Service Providers who attended the **Compulsory Information/Inspection Session** will be accepted.
- Prospective Bidders must ensure that they enter the venue where the Information Session is to be held before the advertised time.
- It is the responsibility of the bidder to attend the compulsory information briefings and/or site briefings. It is furthermore upon the bidder to arrive at the briefing session venue at the specific time indicated by the Department. DOH&W shall not be held responsible for late attendance at such briefings including as a reason for lack of proper completion of bid documents.

SECTION A

SUPPLY AND DELIVERY OF A COMPREHENSIVE CLEANING SERVICE TO KHAYELITSHA DISTRICT HOSPITAL FOR A THREE (3) YEAR PERIOD

EVALUATION CRITERIA

1.	<u>ADJUDICATING PROCESS</u>	<u>BIDDERS RESPONSE</u>
		INDICATE COMPLY/NOT COMPLY
1.1	This bid will be adjudicated in terms of the Preferential Procurement System in accordance with the information provided in the Preference Procurement Points Claim Forms.	
1.2	Preference Points shall only be allocated to bids that are found to be acceptable and compliant with the requirements and specifications.	
2.	<u>EVALUATION CRITERIA</u>	
	Bids will be deemed to be acceptable if:	
2.1	<u>COMPLIANT WITH CONDITIONS AND LEGITIMACY TEST</u>	
	Which includes <i>inter alia</i> .	
2.2	<u>COMPLIANT WITH THE SPECIFICATION</u>	
	Which includes <i>inter alia</i> .	
2.2.1	<u>Statutory and other Requirements</u>	
2.2.1.1	Only bidders who comply with Part 3: Statutory and other Requirements will be considered for acceptance.	
2.2.1.2	Failure to submit applicable documentary evidence on the closing date of the bid shall lead to the exclusion of the offer submitted.	

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2.2.1.3	Bidders are requested to submit the following relevant documents with their bid application:	<u>BIDDERS RESPONSE</u>
	➤ Public or private company registration certificate	
	➤ Names of the directors and shareholders certificates	
2.2.1.3.1	Joint Ventures:	
	➤ Partnership Agreement	
3.	<u>COMPLIANT WITH LATENT AND OTHER FACTORS WHICH MAY AFFECT THE AWARD OF THE BID</u>	
	Which includes <i>inter alia</i> ;	

3.1	Capacity of the bidder	
	Only bidders whose organisation and infrastructure are deemed by the Department to be adequate to provide the foreseeable and specific requirements of the contract in accordance with Part 4: Questionnaire: Organisation, Financial and Infrastructure Capacity of Bidder together with physical validation will be considered for acceptance.	

3.2	Sectorial Determination for Cleaning Services Trade	
3.2.1	It is expected that the successful bidder shall pay his/her employees at least a minimum monthly basic wage, prescribed for the Area concerned in the Basic Conditions of Employment Act: Contract Cleaning Sector (Sectorial Determination 1) as published in the Government Gazette.	

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SECTION B

PART 1: DEFINITIONS

1. **DEFINITIONS**

1.1 **Contractor/Successful Bidder/Cleaning Service Provider/Cleaning Business**

The organisation or individual providing contracted cleaning services.

1.2 **User/Department**

The authority, retaining a contractor to carry out cleaning services, in accordance with an agreed contract.
Environmental Hygiene Services: **Department of Health: Khayelitsha/Eastern Substructure.**

1.3 **Contract and Conditions**

1.3.1 **Specification**

The document setting out proposed services to be supplied in terms of the contract.

1.3.2 **General Conditions of Contract**

The General Conditions of the Contract is attached to the bid document and forms part of the specification.

1.3.3 **Status Quo**

The condition or situation of the bidder and bidding organization as at the date of bid.

1.3.4 **Contract**

The contract is a legal document that results from the acceptance of a bid and is exclusive of the bid documentation pertaining the invitation, site instructions, the bid response, and the General Conditions of the Contract.

1.4 **Bid**

A bid is a written offer that is in a prescribed format, for the provision of cleaning services to the User.

1.4.1 **Bidder**

The Bidder is the organisation or individual completing and submitting the bid.

1.4.2 **Conditions**

All conditions and procedures laid down and which may effect the legal aspects of the bid or the contract.

1.4.3 **Mandatory**

Refers to a compulsory legal requirement

1.5 **Site Instructions** (generic and specific)

Site Instructions is an operational document detailing the specific duties to be performed and conditions to be met in terms of the contract.

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1.6 **Supervisor/Controller**

The person designated to manage a control room or command post and to report any variations in the staff on duty.

1.7 **Co-ordinator**

The representative of the User is the Co-ordinator.

1.8 **Check call**

A check call is a routine communication system to verify the location and status of Cleaners on duty and to report any deviations from contract conditions.

1.9 **Cleaner**

A person employed by a contractor (Cleaning Service Provider) to carry out cleaning duties.

1.10 **Detergent**

A detergent is a substance that, when dissolved in water, causes dirt and grease to be detached from surfaces, e.g., Liquid soap.

1.11 **Cleaning**

Is the removal of unwanted matter?

1.12 **Post/Service/Point of Duty**

A designated place or workstation where or from where prescribed duties are performed and controlled.

1.13 **Shall/Must**

Shall/must, will indicate that a statement is mandatory.

1.14 **Should**

Should, indicate recommendations.

1.15 **Interpretations**

1.15.1 Words referring to the singular also include the plural and vice versa where the context so requires.

1.15.2 Any gender includes the other.

1.15.3 Reference to person(s) includes all entities (i.e., corporations, associations, partnerships, close corporations, government or local authorities, and other legal entities and natural persons).

1.16 **Dressing / Sealer**

Usually a dry, bright, or buffable Polymer and synthetic wax emulsion, applied to resilient floors to protect and/or enhance their aesthetics and ease the cleaning process. **Product to be provided shall be non-ammonia base with a built-in solid content of not less than 25%.**

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1.17 **Polish**

Usually, a petroleum or synthetic wax high solid paste or liquid best suited to porous or semi-porous floors.

1.18 **Stripper**

Usually, a detergent that will chemically unlock the bonding molecules in dumping's and polishes and allows them to be removed from the floor will be used. **Product to be provided shall be non-ammonia based.**

1.19 **Dusting**

The removal of dust by wiping with a lint-free dusting cloth or duster. High dusting and low dusting.

1.20 **Wet wipe**

Wiping and cleaning with a lint-free damp cloth.

1.21 **Reported deviations**

Deviations that were reported by telephone or fax within 3 days of discovery, said deviations shall also be submitted in writing.

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SECTION B

PART 2: ADDITIONAL CONDITIONS OF CONTRACT

BIDDERS RESPONSE

2.1 Liability

2.1.1 The contractor shall at all times be responsible for the acts and omissions, e.g., death, injury, assault, unlawful unrest, etc. of its employees when they provide any services to the Provincial Government in terms of the bid and act within the course and scope of these duties and employment.

2.1.2 The contractor indemnifies and holds the Western Cape Government blameless against the damage to property and loss of property of the Western Cape Government and any third party that may be involved.

2.1.3 Important

2.1.3.1. The bidder must obtain Public Liability Insurance at its own cost commensurate with the risks to which he is exposed. Such insurance must also make provision for all vicarious losses and claims for which the bidder or its staff may be responsible. **It is a condition of this bid that the bidder must submit proof of its Public Liability Insurance together with the submitted offer.** Any non-compliance with this condition will render the contract **award null and void**.

2.1.3.2. It is mandatory that all health workers be vaccinated against Hepatitis B. Three doses of vaccine are required each four weeks apart. Booster doses are required every five years. Workers, who have been vaccinated less than five years ago, do not require vaccination. It is a condition of this bid that the successful bidder must submit proof one week before commencing of service that all staff to be deployed on site has been tested & vaccinated. The Bidder must make private arrangement to administer the vaccinations. The first dosage is compulsory before commencement of services.

2.2 Advertising and Trading

Neither the successful bidder nor its staff shall be entitled to offer any article for sale, sell any article or distribute any article free of charge on the site.

2.3 Sub-contracting or Employment of Staff from Other Parties

2.3.1 The contractor shall make use only its own site-trained Cleaners in accordance with the specifications described in this bid. **(The Bidder must consider employing staff within the demographic area)**

2.3.2 No other person shall at any time replace or relieve any of the contractor's employees. Should any problems arise, the contractor must immediately discuss the matter with the User.

2.4 Changes to Bidders Operational Status

2.4.1 As the bid is awarded with the information provided/available at the time, the successful bidder must maintain the status quo for the contract period. Should any deviation or changes occur, the successful bidder must advise the Department accordingly.

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2.4.2 Material deviations from the position as it was at the time of awarding the bid may result in the Department having to apply remedial action.

2.5 **Contract period**

The contract period is for **thirty-six months (36)** with an option to extend on month-to-month bases with same terms and conditions if the new contract is not in place.

2.6 **Permanent Reduction or Increase in Scope of Service**

2.6.1 The Hospital reserves the right to decrease the number of Cleaners by giving the Service Provider 1 months (30 days) written notice of its intention to do so.

2.6.2 The reduced price shall be negotiated with the Service Provider and shall be calculated on a proportional basis.

2.6.3 The Hospital reserves the right to increase the number of cleaners by giving the Service Provider a one-month notice.

2.6.4 The increased price shall be negotiated with the Service Provider and shall be calculated on a proportional basis and be subject to the approval by the Delegated Official of the Department.

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2.7 **Penalties and Pro Rata Deductions**

2.7.1 Deductions and penalties will be incurred against the Service Provider for every hour for work not performed according to the Bid specification and conditions. (Part of an hour will be regarded as a full hour.)

2.7.2 The Service Provider will be penalized, and pro rata deductions will be made for not adhering to Bid specifications.

2.7.3 Miscellaneous penalties:

DESCRIPTION	AMOUNT
Failure to post a per person per day	R1 000.00 per person
Late posting per person (½ hour after schedule time)	R 500 per half hour
Asleep on duty	R1 000 per occurrence
Failure to wear and display identity cards	R 500 per occurrence
Failure to adhere to dress code including the wearing of protective clothing	R1000.00 per occurrence
Absent from point of duty without permission	R1000.00 per occurrence
Posting of untrained staff	R2000.00 per occurrence
Failure to provide a relief	R2000.00 per occurrence
Non completion of checklists	R500 per check not completed on the checklist
Failure to execute duties as per agreement	R1000.00 per occurrence
Reported deviations from contracted cleaning practices	0.05% of monthly contractual value after 3 deviations of different practices. Failure to address deviations of any recurring deviations for 3 consecutive months may lead to cancellation of contract.
Involvement in organised labour matters while on duty	R2000.00 per occurrence
Replacement equipment not available after 24 hours.	R 1000 per day.

2.7.3.1 **Theft and losses of any government property and equipment to be reported within 24 hours and its client based on the full value of the loss after the investigation.**

2.8 **Legal Compliance**

2.8.1 The Service Provider shall ensure adherence to the occupational Health and Safety Act (No. 85 of 1993) and regulations, as amended. National Environmental Management: Waste Act and regulations and all other relevant legislation.

2.9 **Protection Of Service Providers' Staff**

2.9.1 The Department shall not be held liable for any contracted illness or infection to the Service Provider or its staff arising from their duties.

2.9.2 The Service Provider shall ensure on a continuous basis that all staff is inoculated against Hepatitis B. In this connection the Service Provider shall maintain on-site, a file with certificates of inoculation for inspection by the Hospital Management. Read in conjunction with 2.1.3.2.

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2.10 **Loss, Damage And Safekeeping of Hospital Property**

- 2.10.1 The Service Provider is to exercise every precaution to ensure that all Hospital equipment and property entrusted to its care is secure and the possibility of loss, unauthorized use and damage is minimised.
- 2.10.2 Excepting fair wear and tear, the Service Provider shall be responsible for any loss or damage to Hospital equipment and property in its possession at all times. The Service Provider undertakes to replace such items in the event that equipment or property in its possession is damaged, destroyed, lost, or stolen, notwithstanding the cause of the damage, destruction or loss.
- 2.10.3 The Hospital in consultation with the Service Provider shall determine the replacement cost of Hospital equipment and property, other Hospital property which has been lost, stolen or damaged whilst in the care of the Service Provider, and to withhold such costs from any payment due by the Hospital to the Service Provider. All losses need to be reported within 24 hours period to SAPS and hospital management.
- 2.10.4 Similarly the loss of any other Hospital property due to the negligence of the Service Provider will be recovered from any payments due to the Service Provider.
- 2.10.5 Authorised Hospital representatives of Hospital Management, Hospital Infection Control, Hospital Security, and the Designated Hospital Official shall be given reasonable access to any facility at all times by the Contractor. Such access may not be refused for functional, control or inspection purposes when requested in writing by the Hospital Management.
- 2.10.6 Any wilful or negligent damage to the building, fittings or equipment will be for the Contractors own responsibility and account to make good.
- 2.10.7 No change/alterations/additions to the building or infrastructure are allowed without prior written authority from the Hospital Engineer.

2.11 **HOSPITAL PROPERTY FOUND**

The Service Provider shall immediately return to the authorised Hospital representative any item of Hospital property found/recovered by the Service Provider's staff in the course of their duties.

2.12 **PARTICULARS OF CLEANERS TO BE DEPLOYED AT THE SITE**

- 2.12.1 The Service Provider must provide full particulars of the cleaners/General to be deployed one (1) week prior to the commencement of the service. A separate list must be completed for each posting.
- 2.12.2 The Service Provider, at its own cost, must make all trained staff (that is to be deployed at the site) available for on-site orientation before commencement of the service period. The orientation should not take longer than one day.

2.13. **GENERAL STANDARDS FOR SITE ADMINISTRATION AND CLEANERS**

2.13.1 Profile of Cleaners to be provided:

- Must be a South African Citizen or be legally permitted to work in South African.

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- Must be able to work independently.
- Must be able to communicate, read and write in at least two of the three official languages of the Western Cape
- Police clearance certificate – any person found to have a criminal record after being placed at Khayelitsha Hospital, will be removed from the premises.
- It is mandatory that all health workers be vaccinated against Hepatitis B.
- Cleaners must be strong and physical fit to move heavy objects.
- All cleaning staff must be trained and proof of training/certificate must be provided prior to the commencement of the contract.

2.13.2. Service Aids for every Cleaner:

- A clear identification card of the Service Provider with the member's photo, full name, identification number, worn conspicuously on his/her person at all times
- The following items must always be worn by the cleaner while on duty: gloves and color-coded aprons for cleaning during the execution of duties

2.13.3. On-Site Administration:

2.13.4. All on-site administration shall be done in accordance with the site instructions as communicated to the Service Provider in writing from time to time by the User.

2.13.5 Although details may offer, the following aspects shall be delt with:

- The code of conduct of the cleaner.
- Standards of performance of cleaners and deviations from standards.
- Uniform and dress standards.
- Equipment to be used.
- Duty lists and duty sheets.
- Lost and found property administration.
- Controlling of services and attendance.
- Weekly attendance register to be forwarded to Hospital management
- Removal of cleaners from the site.
- Reporting of incidents to the User.
- Time and attendance registers as well as late coming.
- Redeployment of cleaners.
- The equity policy of the Western Cape must be taken into consideration when employing people.
- The Health and Safety policy of the service provider must be made available to the Department of Health.
- Training must be provided to all cleaning staff regarding the disinfecting of a room that was occupied by a person with an infectious disease.
- Records must be provided to the contract manager that all staff have been tested for Hepatitis B prior to the commencement of the contract.
- Manage, order equipment, personal protective equipment (PPE)

2.13.6 Conduct of Cleaning Staff:

The Department expects the highest possible standards of conduct from the cleaning staff.

2.13.7 Continuity of Service:

- The Service Provider is to ensure that the specified numbers of Cleaners are continuously deployed at each specified point of service during each shift.

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- Cleaners may not leave their registered point of duty during or after their shift unless relieved by another cleaner. This includes tea breaks, lunch breaks, smoke areas and toilet breaks.
- An experienced supervisor to be available at **all times** within the Hospital premises.
- The service provider shall only rotate staff in conjunction with the appointed contract manager of Khayelitsha Hospital.
- Shifts opposite must be included in the price quoted. IE service provider must provide staff to cover a 24 – hour service.
- Relief staff must be provided by the contractor at no extra cost to Western Cape Government.

2.13.8 **Changes at Points of Duty:**

The user has the right to inform the service provider to re-deploy cleaners to best advantage, either permanently or temporarily.

2.13.9 **Particulars of Cleaners to be Deployed at the Site:**

At the beginning of each month the Service Provider shall deliver to the User a comprehensive and detailed roster giving the details on a shift-by-shift basis of the names of the Cleaners to be deployed on the site. Details are to include off days, relievers, names, surnames, and point to which he/she is to be deployed. Daily changes to the roster and reasons therefore are to be communicated to the User immediately.

2.13.10 **Posting of Cleaners and Inspection:**

Should an incident occur, the Service Provider shall immediately inform the contract manager in office hours and the nursing manager after hours. A detailed report to be submitted within 24 – hours of incident occurring. Inspections (checklists) and posting of Cleaners on site must be done before every shift in terms of a duty roster.

2.13.11 **Training and placement of staff:**

The Service Provider shall provide a list of Cleaners, including relievers, working permanently for the period of the contract, if it is practically possible. Staff must be permanently employed for the duration of the contract. When in **exceptional cases** it is necessary that new staff must be trained, these staff must perform a 12-hour day shift (at his/her own cost) for training before they will be allowed on duty for a normal shift. Training must include the safe storage, handling, and disposal of chemicals to be used, with routine refresher training provided, especially after each incident involving the management of chemicals.

2.13.12 **Site Management/Supervision:**

The Service Provider is responsible for overall management and supervision of the Cleaners provided in terms of the agreement.

Where a cleaner performs a duty under the direct supervision of a Hospital Official the cleaner shall be expected to take instructions from the Hospital Official.

An on-site supervisor must be available during office hours.

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Each shift (day and night shift) must have a designated team leader who will be responsible for on-site supervision during working hours, with a designated cell phone.

Service provider's staff are only permitted to smoke in his/her tea/lunch breaks in the designated smoking area and must wash their hands before and after smoking

2.14 HOSPITAL AND PRIVATE PROPERTY

- 2.14.1 The Contractor shall immediately return to the Hospital Security any item of Hospital or private property found in the course of their duties.

The Contractor is to exercise every precaution to ensure that all Hospital property entrusted to its care is secure and the possibility of loss, unauthorised use and damage is minimised.

2.15 Liaison

- 2.15.1 The Contractor shall work in close co-operation with the Designated Hospital Official to facilitate the flow of accounts, payments, information, solving of problems, etc. between the parties.

- 2.15.2 The Hospital shall likewise appoint a Designated Hospital Official to communicate with the Contractor on an on-going basis to monitor the standard and quality of the cleaning service provided and to attend to operational as well as technical problems in a positive manner.

- 2.15.3 The Contractor shall liaise with the Designated Hospital Official on a daily basis and as required.

2.15.1. Monitoring

The Designated Hospital Official has the final prerogative to declare that all the services rendered by the Contractor conform to the specifications of the contract in terms of quality and process.

2.16. FACILITIES

2.16.1. Staff Facilities

- 2.16.1.1. In terms of the Facilities Regulations promulgated in Notice R 924 it is a requirement that proper facilities are provided for workers in terms of safekeeping of possessions, toilets, changing rooms and dining facilities.

- 2.16.1.2. The Contractor shall be responsible to comply with these regulations at his own cost if the facilities provided are insufficient.

- 2.16.2. The following facilities are made available for these purposes under the following conditions:

- 2.16.2.1. Tea Rooms and Toilets/change room

- 2.16.2.2. The identified ablution facilities shall be made available at no charge to the Contractor for the duration of the contract in order to comply with the above-mentioned regulations.

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- 2.16.2.3. The Contractor shall provide his own safekeeping lockers for his own staff if the existing lockers are insufficient.
- 2.16.2.4. The Contractor is to devise and implement control systems to prevent vandalism, graffiti, theft and damage to the building infrastructure and fittings etc.
- 2.16.2.5. The Contractor shall ensure that adequate notices are displayed informing all users that the safekeeping facilities (lockers) are used at their own risk.
- 2.16.2.6. The Hospital shall be responsible for normal maintenance issues e.g., leaking taps, locks, lighting, blockages, etc. which are to be reported to the Contract Manager.

2.16.3. Administration and Storage Facilities

- 2.16.3.1. An Area will be made available at no charge to the Contractor for on-site administration, clocking, storage of equipment and consumables (where available per facility specifications).
- 2.16.3.2. The area shall be staffed, controlled, managed, and supervised by the Contractor who shall have a supervisor (where available per facility specifications) on duty at the area whenever it is open.
- 2.16.3.3. The Contractor shall be responsible for the security of the entire area as well as the safekeeping of facility property entrusted to its care.
- 2.16.3.4. The key to the area shall not be removed from the Hospital premises.
- 2.16.3.5. **The Contractor is to provide all the necessary staffing & services and all cleaning equipment including brooms, mops, janitor trolley at its own cost to keep the area in a clean and hygienic condition.**
- 2.16.3.6. The contractor must provide their own external telephone landline for communication with their Head Office. Such arrangements for installation must be channelled via the Designated Hospital Official for approval.
- 2.16.3.7. The contractor may (if required) provide their own Computer and Printer for admin and report writing duties, however, no network points are available in the office. You will be responsible to provide your own Wi-Fi-router for email purposes, if required.
- 2.16.3.8. If any fire is detected and cannot be extinguished in 5 seconds, the fire alarm must be sounded. Cleaners to be trained in basic fire protection and

2.17. STAFFING

2.17.1. Organization

- 2.17.1.1. Sufficient and appropriate numbers and levels of staff must be provided by the Contractor to render the specified services satisfactorily and efficiently at all times at Khayelitsha District Hospital.
- 2.17.1.2. The successful Bidder shall submit an organogram of the proposed Cleaning Management Service staff that will be deployed on-site at Khayelitsha

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District Hospital. (Where possible their qualifications, experience and duties must also be provided).

- 2.17.1.3. Bidders shall ensure that appropriate supervisory structures are in place in order that the Contract Service Staff engaged in the provision of the service are always adequately supervised and perform their duties properly at all times.
- 2.17.1.4. Full details shall be submitted of the numbers and categories of staff to be deployed per shift.
- 2.17.1.5. The following records must be kept on site for National Core Standard (Ideal Clinic system) purposes:
- Staff profile consisting off CV and ID of all staff
 - Training certificates relevant to core function and refresh courses certificates of staff
 - Hepatitis B injections for all staff
 - Safety Datasheets for chemicals provided by the contractor
 - PPE compliance and safety gear
 - Service and repair record for all company equipment and tools
 - Service and repair record for WCPG equipment and tools, where applicable e.g: Wards.
 - Clearly labelled cleaning chemicals issued to them

2.17.2. Dress Code of Staff

- 2.17.2.1. The Contractor shall ensure that his staff is appropriately dressed (protective clothing) and presentable at all times while on the Hospital premises.
- Plastic Aprons
 - Masks
 - Latex- Disposable gloves (preferably a different colour from hospital stock)
 - Rubber industrial gloves
 - Goggles
 - Water boots/ nonslip safety shoes
 - Uniform
 - Company Name badge with photo
 - Safety gear for window washing

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- 2.17.2.2. All of the Contractor's staff shall wear appropriate and uniform protective clothing, which must be clearly and prominently embossed with a company logo and shall be of a standard that is not inferior to that of the Hospital's own staff engaged in similar duties.
- 2.17.2.3. The Contractor shall provide his staff with **photo-identification badges, which shall be worn and displayed at all times** by the staff while on the Hospital premises.
- 2.17.2.4. The Contractor shall ensure that staff wear appropriate protective nonslip black safety shoes and that it is presentable at all times while on the Hospital premise.

2.18.2. Smoking

- 2.18.3.1. The Contractor's staff shall comply with the Hospital smoking policy.

2.18.3.2. NO SMOKING IS ALLOWED INSIDE THE BUILDING AND THE COURTYARDS.

2.18.3.3. Smoking in overnight courtyard is only for patients under strict supervision and not for staff or the public.

2.18.4. Control of Staff

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

2.18.4.2. It must be clear that should a cleaner be placed in a ward/, where a KDH supervisor is employed, then the Cleaner will report to the KDH supervisor and will follow instructions. In the event of UNFORESEEN CIRCUMSTANCES, the KDH supervisor will liaise with the Service Provider Supervisor and together they will resolve the matter.

2.18.5. Conduct of Staff

2.18.5.1. The Contractor shall ensure that his staff carry out their duties and behave in as quiet and orderly manner as may be reasonably practicable while on Hospital premises; that they shall have regard for the nature of the duties they perform and, that no unreasonable or unnecessary disruption will be caused to the routine and procedures of the Hospital's staff and Hospital functioning.

2.18.5.2. Contractor's staff is to respect the facility patients' rights of privacy and confidentiality.

2.18.5.3. While on the facility premises, staff shall comply with facility policy and procedures and shall comply with safety and security directives.

2.18.5.4. The Facility Project Manager shall have the right to instruct the Contract Supervisor/Owner (where applicable per facility) to remove, from the Hospital premises, any of the Contractor's staff who engages in horseplay, is disorderly, and is disruptive, who transgresses any Hospital policy, who is under the influence of alcohol or other substance, who divulges any detail of Hospital patients or whose presence onsite is undesirable.

2.18.5.5. No organized labour activity is allowed on Hospital premises. They must engage with their own registered trade union representative off site.

2.18.5.6. Training, interviews, and disciplinary hearings to be conducted off site, but orientation can be on site and must be arranged with the relevant manager.

2.19. Validity of bid

2.19.1. The Department reserves the right to request extension of the validity of this bid should it be required.

2.20. Hospital Cleaning Policy

2.20.1. The Department does not have a hospital cleaning policy. Bidders are referred to the following extracts from publications pertaining to hospital specific cleaning to be used as a guideline:

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2.20.1.1. Infection Prevention and Control Manual,

2.20.1.2. Infection Prevention and Control Manual, A guide for healthcare workers in low-resource areas, Chapter 6, (Annexure A attached)

2.21. Sectoral Determination for Cleaning Services Trade

2.21.1. It is expected that the successful bidder shall pay his/her employees at least a minimum monthly basic wage, prescribed for the Area concerned in the Basic Conditions of Employment Act.

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SECTION B

PART 3: STATUTORY AND OTHER REQUIREMENTS

A. It is a condition of this bid that only bidders who comply with the below requirements will be considered for acceptance. Bidders are therefore required to declare their compliance at the end of this section.

Every question must be answered by marking the applicable "Yes" or "No" block with an "x".

Failure to comply with this requirement or the provision of acceptable, well-motivated written explanations where deviations occur, may lead to immediate disqualification of the bid.

B. All information provided in this Section shall or may be verified by The Department.

3.1	<u>Organisational status of Bidder</u>				
	• Individual ownership	<input type="text" value="Yes"/>	<input type="text" value="No"/>		
	• A company	<input type="text" value="Yes"/>	<input type="text" value="No"/>		
	• A close corporation	<input type="text" value="Yes"/>	<input type="text" value="No"/>		
	• Partnership	<input type="text" value="Yes"/>	<input type="text" value="No"/>		
	• Joint venture	<input type="text" value="Yes"/>	<input type="text" value="No"/>		
3.1.1	Copy of partnership agreement and in the case of joint ventures and consortia a memorandum of understanding	<input type="text" value="Yes"/>	<input type="text" value="No"/>		
3.2	<u>Registration in terms of the Compensation for Occupational Injuries and Diseases Act 130 of 1993</u>				
3.2.1	Is the bidder registered with the Commissioner for COIDA?	<input type="text" value="Yes"/>	<input type="text" value="No"/>		
3.3	<u>Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations of the Act</u>				
3.3.1	Is the bidder prepared to accept full responsibility in terms of Section 37(2) of the said Act?	<input type="text" value="Yes"/>	<input type="text" value="No"/>		
3.4	<u>VAT Registration</u>				
3.4.1	Is the bidder registered for VAT?	<input type="text" value="Yes"/>	<input type="text" value="No"/>		
3.4.2	Provide VAT Registration Number			
3.5	<u>Pay as you earn (PAYE)</u>				
3.5.1	Is the bidder registered with the Commissioner for PAYE?	<input type="text" value="Yes"/>	<input type="text" value="No"/>		
3.6	<u>Skills Development Levies Act (9 of 1999)</u>				
3.6.1	Is the bidder registered with the Department in terms of the Skills Development Act?	<input type="text" value="Yes"/>	<input type="text" value="No"/>		

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3.7	Public Liability Insurance policy. Public Liability Insurance to the minimum value of five million rand (R 5 000 000. 00) per adverse incident.	Yes	No

REQUIRMENT DECLARATION

Name of company/ entity:

VAT registration number:

Company Registration number:

I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that
I/we comply with the above-mentioned requirements.

Signature.....

.....

SIGNATURE FULL NAMES Commissioner of Oaths

Designation (rank) ex officio: Republic of South Africa

Date: Place

.....

Business Address:

.....

.....

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SECTION B

PART 4 : QUESTIONNAIRE: ORGANISATIONAL, FINANCIAL AND INFRASTRUCTURE CAPACITY OF THE BIDDER

- A. The information requested will assist the Department to evaluate the organisational and infrastructure capacity of the bidder to perform the specified requirements of this bid.
- B. The Department reserves the right to carry out physical inspections of the bidder in order to validate all or some of the information provided below. The Department also reserves the right to review the bidder's financial statements, organogram, and human resource records, all of which must be provided on request. Failure to provide these documents shall result in the bid not being considered.
- C. The information provided in this section is therefore of critical importance. If, after careful consideration, the Department is of the opinion that the bidder does not have the capacity, infrastructure, or managerial/supervising skills to properly manage, perform, and maintain the requirements of this bid, such a bid shall not be considered for acceptance.
- D. Bidders may furnish additional information in writing and attach it to the last page of this section when submitting the bid.
- E. Where applicable the appropriate "YES" or "NO" block must be marked with an "X".
- F. Only bidders whose organisation and infrastructure are deemed by the Department to be adequate to provide the foreseeable and specific requirements of the contract in accordance with Part 4: Questionnaire: Organisational, Financial and Infrastructure Capacity of Bidder together with physical validation will be considered for acceptance.
- G. The Department reserve the right to conduct a capacity/infrastructure check/s on the recommended bidder/s before adjudication/award of the bid.

4.1. Financial Standing

The bidder must be financially self-sufficient to pay all costs, uniforms, overheads, including salaries for the first two months of the contract, as well as for any on-site training period.

The first payment can only be expected between 45 and 60 days after the commencement of the contract. Thereafter payment may be expected within 30days of submission of invoice at the end of the month in which the service was provided.

4.2. Total Number of Employees :

<u>Designation</u>	<u>Number</u>
Management	
Administration	
Supervisors	
Cleaners	
Other	

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Indicate Percentage Turnover of Cleaners During the Last 12 Months

	<u>Number</u>
Less than 20%	
Between 21-50%	
Over 50%	

4.3. **Physical Infrastructure**

4.3.1. Administrative Officers

4.3.1.1. Where is the bidder’s administrative office which will be responsible for the site? **Physical address and telephone numbers must be provided.**

.....

.....

4.3.1.2. Does the bidder have a contingency capacity in case of emergencies on the site? **State capacity.**

.....

4.3.1.3. Does the bidder have a rapid deployment plan for deployment of standby staff in case of emergencies on site? **State details including guaranteed response time.**

.....

4.3.2. **Further Information Regarding the Administration Office:**

4.3.2.1. Is it a guaranteed 24-hours service?	<input type="text"/>	<input type="text" value="No"/>
4.3.2.2. Is it situated at a domestic residence?	<input type="text" value="Yes"/>	<input type="text" value="No"/>
4.3.2.3. Is it a dedicated Administration Office?	<input type="text" value="Yes"/>	<input type="text" value="No"/>
4.3.2.4. Land-line telephones in Administration Office.	<input type="text" value="Yes"/>	<input type="text" value="No"/>
4.3.2.5. Activated cellphones in Administration Office.	<input type="text" value="Yes"/>	<input type="text" value="No"/>
4.3.2.6. Fax in Administration Office.	<input type="text" value="Yes"/>	<input type="text" value="No"/>
4.3.2.7. Administration Office always manned by well-trained staff who can handle emergency situations.	<input type="text" value="Yes"/>	<input type="text" value="No"/>

4.3.3. **Uniforms**

4.3.3.1. Does the bidder have a dress code that makes it compulsory for staff to wear a clean and neat uniform at all times? The uniform shall be distinguishable from the general public and Hospital staff.	<input type="text" value="Yes"/>	<input type="text" value="No"/>
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4.3.4. **Identification Badges**

4.3.4.1. Does the bidder have its own corporate photo-identification badge which is compulsory for employees to display clearly when on site.	<input type="text" value="Yes"/>	<input type="text" value="No"/>
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4.3.5. Cleaning Contract Experience

4.3.5.1. One year cleaning experience in the health/hospital environment must be provided.

4.3.5.2. Three (3) written reference within a health/hospital environment to be submitted with the bid.

Company/State Department/ Provincial Department	Period of contract in months	No. of Cleaners per shift	Reason for termination

4.4. Current cleaning contract experience

Company/ State Department/ Provincial Department	Period of Contract		No. of Cleaners per shift	Contact person	Tel. no.
	From	To			

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SECTION B

PART 5: GENERAL SITE SPECIFICATIONS

RENDERING OF A COMPREHENSIVE CLEANING SERVICE AT KHAYELITSHA DISTRICT HOSPITAL AND SURROUNDING CLINICS, DEPARTMENT OF HEALTH, WESTERN CAPE GOVERNMENT FOR A THREE (3) YEAR PERIOD

NOTE:

1. Bidders must complete the “details of offer” column of this document in full, and reply “**complies**” or “**does not comply**” to indicate the offer’s compliance with requirements. Failure to reply to all sections will make an offer ineligible for evaluation.
2. Bidders shall describe the capabilities and specifications of the offer fully on separate pages where necessary and MUST refer to the relevant corresponding paragraph below in each case.

The following specifications will apply to all sites:

5	SCOPE	DETAILS OF OFFER
---	-------	------------------

Provision of a comprehensive cleaning service for various areas of KHAYELITSHA District Hospital including consumables, equipment and labour as indicated.

5.1. **APPLICABLE DOCUMENTATION**

5.1.1. The following documentation will form part of the specification and successful Bidder must guarantee that it will comply with the standards as set in the present and future of relevant legislation including but not limited to the following:

- General Conditions of Contract (GCC)
- Special Conditions of Contract (SCC)
- The Constitution of the Republic of South Africa, Act 108 of 1996
- Employment Equity Act, Act 55 of 1998
- Labour Relations Act, Act 66 of 1995
- Basic conditions of Employment Act, Act 75 of 1997
- Promotion of Equality and Prevention of Unfair Discrimination Act, Act 4 of 2000
- Occupational Health and Safety Act, Act 85 of 1993
- Occupational Injuries and Diseases Act, Act 130 of 1993

5.2. **GENERAL DESCRIPTION OF CLEANING SERVICE**

5.2.1. The contractor shall provide the services as detailed above in accordance with the standard set and the requirements of the client.

5.2.2. The contractor shall provide the services as detailed above in accordance with the standard set and the requirements of the client.

5.2.3. The contractor will supply all cleaning equipment necessary for carrying out of the contract. (own expenses unless otherwise stated in the specification.)

5.2.4. A representative of the contractor shall visit the Hospital every week to accompany a designated Hospital staff member (for clinical or non-clinical) on inspections.

5.2.5. The appointed contractor shall have experience in the cleaning of Hospital.

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- 5.2.6. The appointed contractor should allow its staff to be accessible to in-service training from Hospital personnel on relevant work-related issues.
- 5.2.7. Control measures to be utilized by the contractor to monitor the timekeeping of the workforce.
- 5.2.8. Identification/logos to be worn by contractors and employees at all times, in addition to the employees' uniforms.
- 5.2.9. A weekly/monthly control checklist to advise payment will be used by the Hospital staff to monitor work effectiveness.
- 5.2.10. The contractor's staff will be required to respond to emergency cleaning needs even outside designated areas but within the Hospital premises.
- 5.2.11. The contractor shall investigate any staff transgression as reported to them re: disappearing from point of duty, absenteeism, alcohol abuse, extended lunch or tea breaks and replace staff when necessary.
- 5.2.12. The contractor's cleaning staff must present an acceptable image/appearance which implies, inter alia, that they may not sit, lounge about, smoke or drink whilst engaged in their duties.
- 5.2.13. The contractor shall repair or pay any damages caused by staff employed. All consumables used by the contractor must comply with the standards set/laid down by the South African Bureau of Standards. The client, prior to the commencement of the bid, shall clear a list of consumables or items to be used on site.

5.3. GENERAL REQUIREMENTS

- 5.3.1. On site meeting will be arranged.
- 5.3.2. Adequate stock levels must be maintained at all times.
- 5.3.3. The contractor shall supply an adequate labour force in order to render a service of a standard acceptable to the client.
- 5.3.4. Substitute staff must be provided for persons on leave.
- 5.3.5. A supervisor with the necessary skills must be available at all times to plan and monitor the work.
- 5.3.6. The supervisor will accompany a designated Official from the Hospital, on monthly/weekly inspections of the area as per facility specifications.

5.4. CONTROL MEASURES

- 5.4.1. Documentary evidence must be provided to the Contract Manager that Cleaning supervisors and staff have undergone and given training on how to clean and disinfect each room and equipment used by infected patients.
- 5.4.2. At all times Supervisors and Cleaners must present an acceptable image/appearance which implies inter alia that they may not sit, lounge about, Smoke, eat or drink while attending to duties.

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- 5.4.3. Appropriate Protective non- slip safety black shoes to be worn at all times.
- 5.4.4. Cleaners and Household Aids must be in full uniform, ready for duty at their specified points at the specified shift starting time. In this connection, late coming will be accumulated and deducted from payment of the successful bidder.
- 5.4.5. **Continuous duty without the laid down off-duties will not be allowed.** Relievers for off duty and absenteeism must be provided.
- 5.4.6. Should a cleaner/supervisor not perform or if reports of misconduct are received, he/she must be removed from the site and be replaced by the successful bidder immediately on request of the designated Facility Official.

5.5. **OBLIGATIONS OF DEPARTMENT OF HEALTH FACILITIES**

- 5.5.1. The Department shall provide free of charge all necessary light, water, power, change rooms and other facilities that may be required by the contractor to perform its services.
- 5.5.2. The Department shall provide a storage area for the contractor's equipment.
- 5.5.3. The Department shall provide a shared staff change room for the contractor's staff on site.

5.6. **EQUIPMENT AVAILABILITY**

- 5.6.1. Minimum equipment allocation is addressed in the Specific Site Specifications.
- 5.6.2. Effective, proper equipment to perform the said schedule of activities/ to be sufficient for staff use and available at all times.
- 5.6.3. The contractor must provide their own extension leads/ ladders/ scaffolding for the execution of cleaning duties and excessive high dusting/cleaning (where applicable).
- 5.6.4. The Contractor must supply their own PC, Printer, and copy machine (no use of client resources for copies), email and ADSL connection to enable the supervisor to be contactable and execute reports.
- 5.6.5. An agreement must be reached with each facility w.r.t quantity of all equipment, prior to the commencement of the contract. **See Annexure A.1 for description and quantities.**
- 5.6.6. At all times effective, sufficient, appropriate equipment must be provided by the service provider to perform the said schedule of activities. Electrical certificates must be provided to the Contract Manager for all electrical equipment. All equipment must be marked and stored appropriately according to The National Core Standards (Ideal clinic system) in a safe, lockable area and marked with clear labels

5.7. **CONSUMABLES REQUIRED**

- 5.7.1. The hospital will supply toilet paper, hand towels, dishwash, bleach, biocide, pine gel, furniture polish, window cleaner, toilette bowl cleaner, deo blocks, all-purpose cleaner, hand soap, scouring powder, plastic clear bags (M, L),

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stripper, sealer, and floor polish / buff spray that is available on transversal tenders. The successful bidder will provide all other cleaning equipment and consumables such as janitor trolleys and mops, brooms, cloths, and own PPE.

- 5.7.2. All products must be environmentally friendly and in line with climate change initiatives.
- 5.7.3. All other Chemicals and Consumables not provided by the facility as mentioned in 5.7.1, for Trauma Unit, Overnight ward, Triage, public areas, Allied Health, OPD, Theatre, Day Surgery, HRM building, and offices must be supplied by the Service Provider and shall be an approved brand and/or South African Bureau of Standards approved e.g.
- 5.7.3.1. **Stainless steel cleaner x 6 cans per month** for use in lifts, door frames, etc., smell must not be overpowering to patients and lift users to be provided by the Company.
- 5.7.3.2. **Urinal mats x 6 boxes per month** to be provided by the Company.
- 5.7.3.3. **Floor pads** – as required to maintain floors (color coded)
- **Any Consumables/Chemicals** as may be required to successfully perform cleaning.
 - **Disinfectant (other than bleach and biocide)**
 - **Latex Gloves**- for general cleaning purposes
 - **Rubber gloves** – for the removal of domestic and medical waste
 - Spill kits available
- 5.8. All consumables must be stored in a safe, lockable area and must be clearly marked according to the National Core Standards (Ideal Clinic System).

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CHEMICAL SPECIFICATIONS

- 5.8.1. **NO CHEMICALS THAT ARE CORROSIVE WILL BE ALLOWED.** Only cleaning chemicals that are acceptable for use in hospital cleaning will be accepted. All Cleaning chemicals to be used by the contractor must be accompanied by Material Data Safety Sheets for verification by Infection Control Co-Ordinator, with the submission of the tender documents.
- 5.8.1.1. All chemicals should be compliant with INDUSTRO CLEAN PRODUCTS (general for hospital cleaning). All chemicals to be used must be accompanied by Material Data Safety Sheet that must be filed in office. A sample of the sealer must be provided and tested first to ensure that the floor meets the shining quality after a max of 3 layers before it can be used in the hospital.
- 5.8.2. Equal or similar products to the above-mentioned can be used, provided that the bidder can prove the equivalence to the mentioned chemicals.
- 5.9. **FIRE AND SAFETY PRECAUTIONS:**
- 5.9.1. The contractor shall ensure compliance with the provisions of the Occupational Health and Safety Act, No. 95 of 1993, and regulations.
- 5.9.2. The contractor shall report any hazardous situation **in writing** to the hospital. Similarly, the hospital will report any hazardous situations that require the contractor's attention, to the contractor in writing through the Health and

Safety Committee structures. Hospital management will review the situation and determine a course of action.

- 5.9.3. The contractor shall ensure that all staff under his control are trained in Health and Safety procedures, including fire training, The supervisor on day shift will attend hospital OHS meetings and the service provider must ensure that staff are familiar with the Hospital Major Incident Plan.
- 5.9.4. Fire extinguishing equipment in the contractor's designated operational areas must be recorded on his inventory schedule, however, the hospital will maintain this equipment and ensure that it is in good working order.
- 5.9.5. The contractor must ensure that all electrical appliances used in the execution of the contract, and for which he is responsible, are in good working order, and will not trip the earth leakage system of the hospital or pose a danger to any person.
- 5.9.6. Any power disruptions caused by the contractor's faulty equipment can have severe and adverse effects on the operation of the hospital in general and patients on life-support systems in particular. The contractor will be liable for any claims and damages incurred in this way.

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SECTION C

PART 6: SPECIFIC SITE SPECIFICATION

CLEANING OF KHAYELITSHA HOSPITAL

Bidders are to specify the details of their offer in the column marked “DETAILS OF OFFER”. In respect of paragraphs where the bidder strictly complies with the specified requirement, the words “as specified” are to be inserted next to that paragraph. In cases where bidders do not strictly comply with specification requirements, the nature of the deviation is to be stipulated next to the applicable paragraph. Where the space is insufficient, the details of the deviation can be annexed however proper reference is to be made. This also applies when bidders are to submit requested documentation. If bidders omit to furnish details of offer it would be considered as not compiling to specification.

6.1. PRIMARY HOURS & STAFF COMPLIMENT

DETAILS OF OFFER

6.1.1. Khayelitsha Hospital

LOCATION POINTS	DS 07:00-19:00 M-S incl PH	NS- 19:00-07:00 M-S incl PH	DS - 07:00-16:00 M-F exc PH	DS 07:00-13:00 W&P
Supervisor	1	1		
Theater & CSSD	3	1		
EC	3	2		
EC Paeds	1	1		
Allied Health			1	
OPD			3	
Psych Male	3	2	1	
Psych Female	3	1		
Waste Area & Courtyard	1			1
Linen Bank			2	3
Thuthuzela			1	
OVNW	1	1		
Post Natal	3			
X-ray	1	1		
Facility Management			2	
Pharmacy			1	1
Spillage & admin	4	4		
Management Suit			2	
TOTAL	24	14	13	5
	Shift bases	Shift bases	Non shift bases	Non shift bases

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RENDERING OF A COMPREHENSIVE CLEANING SERVICE AT KHAYELITSHA DISTRICT HOSPITAL AND SURROUNDING CLINICS, DEPARTMENT OF HEALTH, WESTERN CAPE GOVERNMENT FOR A THREE (3) YEAR PERIOD

NOTE:

1. Bidders must complete the “details of offer” column of this document in full, and reply “**complies**” or “**does not comply**” to indicate the offer’s compliance with requirements. Failure to reply to all sections will make an offer ineligible for evaluation.
2. Bidders shall describe the capabilities and specifications of the offer fully on separate pages where necessary and MUST refer to the relevant corresponding paragraph below in each case.

6.2. CLEANING AREAS FOR KHAYELITSHA HOSPITAL

DETAILS OF OFFER

6.2.1. NON-CLINICAL AREAS (07H00 – 16H00)

Render a cleaning services w.r.t

- Admin Block (CEO, Offices, 1st floor)
- Offices (Admin, clinical offices outside the wards, all floors)
- Training Rooms, 1st floor
- Meeting rooms-1st floor
- Staff kitchens- ground and 1st floor
- Staff Tea rooms, ground
- Admissions
- Entrances/ security
- Delivery yard workshops, offices, stoep
- Mortuary
- Security offices
- KESS
- Courtyards

6.2.2. NON-CLINICAL AREAS (07H00 – 19H00)

- Public areas inside the hospital
- Public toilets
- Passages (spillage and hospital street)
- Admission waiting area
- Stairs / lifts

6.2.3. CLINICAL AREAS (07H00 to 16H00 & 07:00 to 13:00):

- OPD
- Allied Health
- Day Surgery / Thuthuzela
- EC
- MHW
- Assist in other areas as the need arise
- Linen Bank

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6.2.4. CLINICAL AREAS (07H00 to 19H00)

Render a cleaning and gen assistant support services to clinical areas

- Theatre
- Emergency unit /ONW
- PAEDS EC
- CSSD
- MHW
- WASTE

6.3. DUTIES FOR GENERAL CLEANING (not limited to):

6.3.1. ALL clinical areas & Mortuary (body holding area)

- a. Sweep floors with mop sweeper to prevent airborne dust
- b. Mop and disinfect floors.
- c. Burnish floors with high-speed machine. This is done with an Industrial polisher, which actually burnishes the floors on the floor surfaces giving high glossed non-slip floor
- d. Stripping and sealing of floors
- e. Clean and disinfect permanent fittings and ledges
- f. Damp wipe window ledges and skirting
- g. Damp wipe doors and frames
- h. High- and low-level dusting (includes walls)
- i. Remove finger marks from wall switches and light switches
- j. Clean all exterior windows
- k. Clean all interior windows (within 2m of height)
- l. Dust blinds
- m. Dust ceilings and light fittings
- n. Spot cleaning of spillages
- o. Dust bed frames and wipe with anti-bacterial
- p. Damp wipe bedside lockers and cardiac tables (if applicable)
- q. Clean and disinfect sluice rooms, bathrooms, and showers. Scrub mold.
- r. Clean all surfaces in offices, minor ops room, Doctors tearoom, storerooms, and staff tearoom as per cleaning guidelines, SOP's.
- s. Clean linen room
- t. Cleaning, disinfecting of blood and other body fluids
- u. Empty general bins daily, flatten cardboard boxes and stack neatly for collection.
- v. Monitor mixing of waste and report to Manager of the area if non-compliant
- w. Sweep and clean all stairways and fire exits daily. Report unwanted activities to the Hospital Contract Manager.
- x. Defrost and clean fridges.
- y. Clean microwaves, ward kitchens / tearooms.

6.3.2. All non-clinical areas/offices/tea rooms

- a) Assist PA of CEO to serve tea/coffee for official meetings scheduled by CEO or Higher authority only. Washing of all crockery and cutlery in the Admin Kitchens related to CEO's meetings.
- b) Clean staff kitchens in non-clinical areas include behind the fridge, inside the cupboards and the sink area. Staff to wash their own dishes.
- c) Defrosting of fridges
- d) Cleaning of microwaves and continuous boilers
- e) Cleaning of Admin crockery storeroom
- f) Sweep floors with mop sweeper to prevent airborne Dust
- g) Damp mop floors using disinfectant unit
- h) Burnish floors with high-speed machine - where applicable. This is done with an Industrial polisher, which actually burnishes the floors on the floor surfaces giving high glossed non-slip floor
- i) Clean and disinfect permanent fittings and ledge
- j) Damp wipe window ledges and skirting
- k) Damp wipe doors and frames
- l) High- and low-level dusting (includes walls)

- m) Remove finger marks from wall switches and light switches
- n) Clean all exterior windows on ground floor.
- o) Clean all interior windows
- p) Dust blinds
- q) Dust ceilings and light fittings
- r) Spot cleaning of spillages
- s) Spot cleaning of carpets, chairs, and couches
- t) Clean balconies in Admin building
- u) Clean exterior of windows in ceiling for reception and EC area.
- v) Sweep Marmoleum floors with chemical impregnated mop and spray buff with industrial floor polisher using non-slip polish
- w) sweep Ceramic/porcelain tiles with chemical impregnated mop and damp mop using solution of disinfectant detergent and water, or cleaning water depending on floor surface
- x) Thoroughly vacuum rugs and carpets and Spot clean marks

6.3.3. ALL PUBLIC TOILETS

- a) Sweep floors with mop sweeper to prevent airborne dust
- b) Damp mop floors using disinfectant unit, clean floors
- c) Clean and disinfect toilets, urinal's, basins, and taps
- d) Clean and disinfect wall tiles
- e) Clean mirrors, snapper frames and skirting's
- f) Clean and disinfect permanent fittings, pipes
- g) Damp wipe window ledges
- h) Damp wipe doors and frames
- i) Clean all interior windows (within 3 m of height)
- j) Check frequently during the day and repeat cleaning as required
- k) Empty, clean and replace bins in all above areas
- l) Dust ceilings and light fittings
- m) Clean and polish all bright metal fittings
- n) Refill hand liquid soap, toilette paper and hand towel paper
- o) Report water leakages and broken plumbing to Facility contract Manager.

6.4. OTHER WARD RELATED DUTIES

- a) Aside from cleaning, EC and ONW also requires serving patient snacks and beverages in absence of ward hostesses after hours. If Nursing cannot provide a housekeeper/ household aid to assist, then the Cleaner in the area must assist with this task.
- b) All clinical areas (e.g., EC, ONW) also require that the linen rooms are organized, locked, and unpacking of clean linen from Q-card trolley. If Nursing cannot provide a housekeeper/ household aid to assist, then the Cleaner in the area must assist with this task.
- c) Removal of infectious waste and general waste from bins. Close bags with cable tie, label bags (KDH, ward, date, and time) and store in sluice room. Keep sluice room closed and locked. Access is only for authorized personnel.
- d) Report any defects and maintenance required using requisition books.
- e) Cleaning of all body fluid spills and other spills.
- f) Clean bedside cupboards and overbed trolley (if applicable).
- g) Cleaning of patient trolleys (If applicable)
- h) Clean Nurses station and frequently touch surfaces regularly, as per covid-19 regulations.

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6.5. DUTIES: FREQUENCY (BASED ON ACCESS TIMES AND SPECIFICATION REQUIREMENTS)	FREQUENCY
6.5.1. ALL WARDS A & Mortuary (body holding area)	
a. Sweep floors with mop sweeper to prevent airborne dust	Daily & when necessary
b. Damp mop floors using disinfectant unit	Daily & when necessary
c. Burnish floors with high-speed machine. This is done with an Industrial polisher, which actually burnishes the floors on the floor surfaces giving high glossed non-slip floor	Weekly
d. Stripping and sealing of floors	Every 4 months
e. Clean and disinfect permanent fittings and ledges	Daily
f. Damp wipe window ledges and skirting	Daily
g. Damp wipe doors and frames	weekly
h. High level dusting (includes walls)	Daily
i. Remove finger marks from wall switches and light switches	Monthly
j. Clean all exterior windows	Weekly
k. Clean all interior windows	Daily
l. Dust blinds	Weekly
m. Dust ceilings and light fittings	Weekly
n. Spot cleaning of spillages	Immediately
o. Dust bed frames and wipe with anti-bacterial	Daily as necessary and when patient exchange takes place
p. Damp wipe bedside lockers and cardiac tables	Daily
q. Clean and disinfect sluice rooms, bathrooms, and showers	Daily
r. Clean offices, minor ops room, Doctors tearoom, storerooms, and staff tearoom.	Daily
s. Clean linen room, receive clean linen, count, and unpack on the shelves. Ensure that soiled linen is put into linen bags, closed, and marked with a linen tag when full and put in the sluice room.	Daily

6.5.2. CSSD

(SEE APPENDIX A)

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6.5.3. OPD: ALL CLINICS (Including Allied Health, Day Surgery and Thuthuzela)

a.	Sweep floors with mop sweeper to prevent airborne dust	Daily
b.	Damp mop floors using disinfectant unit.	Daily
c.	Burnish floors with high-speed machine. This is done with an industrial polisher, which actually burnishes the floors on the floor surfaces giving high glossed non-slip floor	Twice a week
d.	Stripping and sealing of floors	Every 4 months
e.	Clean and disinfect permanent fittings and ledges	Daily
f.	Damp wipe window ledges and skirting's	Daily
g.	Damp wipe doors, walls, and frames	Daily
h.	High level dusting (including walls)	Daily
i.	Remove finger marks from wall switches and light switches	Daily
j.	Clean all exterior windows	Monthly
k.	Clean all interior windows	Monthly
l.	Dust ceilings and light fittings	Weekly
m.	Spot cleaning of spillages	As needed
n.	Dust bed frames and wipe with anti-bacterial solution	Daily
o.	Damp wipe bedside lockers and cardiac tables	Daily
p.	Clean all toilets, tearooms, and kitchens	As needed
q.	Defrost refrigerators	Monthly
r.	Clean all offices, sputum room, Plaster of Paris room, sluice room and consulting rooms	Daily
s.	Clean linen room, receive clean linen, count, and unpack on shelves, ensure soiled linen is put into a linen bag, sealed, and marked with a tag when full and put into the sluice room.	Daily
t.	Linen bank: responsible for collecting, transportation and sorting of linen including washing, ironing and sorting of patients clothes	

6.5.4. NON – CLINICAL: ALL OFFICES / AREAS IN HOSPITAL/FACILITY AS WELL AS ADMIN BUILDING, ADMIN KITCHENETTE, TRAINING ROOM KITCHENETTE, TRAINING ROOMS, MEETING ROOMS, BOARD ROOMS, TEA ROOMS, MAINTENANCE, STORE DEPARTMENT, LINEN BANK, SECURITY –CONTROL

Daily

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**ROOM, SWITCHBOARD, ADMISSIONS, FEES, KESS / MEDICAL RECORDS,
SUPPORT SERVICE OFFICES, COURTYARDS.**

a)	Assist PA of CEO to serve tea/coffee, washing of all crockery and cutlery in the Admin Kitchenette used for meetings and formal functions.	Daily
b)	Defrosting of fridges	Monthly
c)	Cleaning of microwaves and continuous boilers	Daily
d)	Cleaning of Admin crockery storeroom	Weekly
e)	Sweep floors with mop sweeper to prevent airborne Dust	Daily
f)	Damp mop floors using disinfectant unit	Daily
g)	Burnish floors with high-speed machine - where applicable. This is done with an Industrial polisher, which actually burnishes the floors on the floor surfaces giving high glossed non-slip floor	Twice per week
h)	Clean and disinfect permanent fittings and ledge	Daily
i)	Damp wipe window ledges and skirting	Daily
j)	Damp wipe doors and frames	Daily
k)	High- and low-level dusting (includes walls)	Daily
l)	Remove finger marks from wall switches and light switches	Daily
m)	Clean all exterior windows	Monthly
n)	Clean all interior windows	Monthly
o)	Dust blinds	Weekly
p)	Dust ceilings and light fittings	Monthly
q)	Spot cleaning of spillages	As needed
r)	Spot cleaning of carpets, chairs, and couches	As needed
s)	Clean balconies in Admin building	Daily
t)	Cleaning of bins	Daily

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6.5.5. CLINICAL AREAS: WARDS AND OTHER AREAS

a)	Defrosting of fridges	Monthly
b)	Cleaning of microwaves and continuous boilers	Daily
c)	Cleaning of storerooms	Daily
d)	Sweep floors with mop sweeper to prevent airborne Dust	Daily and as needed

e)	Mop and disinfect floors	Daily and as needed
f)	Scrub and seal floors	Every 4 months
g)	Burnish floors with high-speed machine - where applicable. This is done with an Industrial polisher, which actually burnishes the floors on the floor surfaces giving high glossed non-slip floor	Twice a week
h)	Clean and disinfect permanent fittings and ledge	Daily
i)	Damp wipe window ledges and skirting	Daily
j)	Damp wipe doors and frames	Daily
k)	High- and low-level dusting (includes walls)	Daily
l)	Remove finger marks from wall switches and light switches	Daily
m)	Clean all exterior windows	Monthly
n)	Clean all interior windows	Monthly
o)	Dust ceilings and light fittings	Monthly
p)	Spot cleaning of spillages	As needed
q)	Spot cleaning of chairs, and couches	As needed
r)	Cleaning of sluice rooms	Daily
s)	Cleaning of Nurses stations	Daily
t)	Cleaning of offices	Daily
u)	Cleaning of isolation rooms	Daily and as needed
v)	Cleaning of wards	Daily and as needed
w)	Cleaning of bedside cupboards	Daily
x)	Cleaning of bathrooms / toilettes	Daily and as needed
y)	Cleaning of linen rooms	Daily
z)	Packing of linen in linen rooms, linen stocktaking (only in wards / units where outsourced company is cleaning and if there is no Housekeeping Supervisor on duty)	Daily
aa)	Emptying of sharps containers, medical waste (only in wards / units where outsourced company is cleaning and if there is no Housekeeping Supervisor on duty)	Daily
bb)	Cleaning of ward kitchen and staff tearoom / doctor's rest room	Daily



cc)	Cleaning of treatment room	Daily
dd)	Cleaning and disinfecting of bins	Daily and as needed

6.5.6. ALL PUBLIC TOILETTES

a)	Sweep floors with mop sweeper to prevent airborne dust	Daily
b)	Damp mop floors using disinfectant unit, clean floors	Daily
c)	Clean and disinfect toilets, urinal's, basins, and tapes	Daily and as required
d)	Clean and disinfect wall tiles	Daily
e)	Clean mirrors, snapper frames and skirting's	Daily
f)	Clean and disinfect permanent fittings pipes	Daily
g)	Damp wipe window ledges	Daily
h)	Damp wipe doors and frames	Daily
i)	Clean all exterior windows	Monthly
j)	Clean all interior windows	Weekly
k)	Check frequently during the day and repeat cleaning as required	Every hour and as needed
l)	Empty, clean and replace bins in all above areas	Daily and as needed
m)	Dust ceilings and light fittings	Monthly
n)	Clean and polish all bright metal fittings	Weekly
o)	Refill hand liquid soap, toilette paper and hand towel paper	Daily and as required

6.5.7. FLOOR MAINTENANCE OF ALL AREAS RESILIENT FLOORS (MARMOLEUM AND TILES)

a)	Sweep with chemical impregnated mop	Daily
b)	Spray buff with industrial floor polisher using non-slip polish	Weekly

6.5.8. CERAMIC/PORCELAIN TILES

a)	Sweep with chemical impregnated mop	Daily
b)	Damp mop using solution of disinfectant detergent and water, or cleaning water depending on floor surface	Daily

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6.5.9. RUGS AND CARPETING

- | | | |
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| a) | Thoroughly daily vacuum. | Daily and as necessary |
| b) | Spot cleaning of marks | Daily and as necessary |

6.5.10. DUSTING

- | | | |
|----|--|-------|
| a) | Dust all surfaces | Daily |
| b) | Equipment | Daily |
| c) | Dust all vertical/horizontal/inclined surfaces | Daily |
| d) | Dust all telephones | Daily |
| e) | Damp wipe window ledges | Daily |
| f) | Polish desktops | Daily |
| g) | High and low dusting | Daily |
| h) | Clean all vinyl/cloth covered furniture | Daily |

6.5.11. WALL AND PAINTWORK

- | | | |
|----|---|-------|
| a) | Clean all finger marks from light switches, doors, and walls. | Daily |
|----|---|-------|

6.5.12. GLASS AND METALWORK

- | | | |
|----|---------------------------|-------------------------|
| a) | Damp wipes all glass work | Daily and as necessary |
| b) | Polish metal work | Weekly and as necessary |

6.5.13. ALL CORRIDORS AND STAIRS

- | | | |
|----|--|---------|
| a) | Sweep floors with mop sweeper to prevent airborne dust | Daily |
| b) | Damp mop floors using disinfectant unit | Daily |
| c) | Clean skirting's/pot-plant holders/benches | Daily |
| d) | Clean and disinfect permanent fittings & pipes | Daily |
| e) | Damp wipe window ledges | Daily |
| f) | Damp wipe doors and frames | Daily |
| g) | Clean all exterior windows | Monthly |
| h) | Clean all interior windows | Monthly |

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i)	Check frequently during the day and repeat cleaning	Daily
j)	Empty and clean all waste receptacles	Daily
k)	Dust ceilings and light fittings	Monthly
l)	Clean and polish all bright metal fittings	Daily
m)	Clean windowsills, ledges, pipes, and fittings	Daily
n)	Clean floors according to types: tiles, carpet, vinyl	Daily
o)	Clean all lifts/rails/staircases	Daily
6.5.14. WINDOWS ON THE INSIDE AND UP TO 2 METERS ON THE OUTSIDE AND GLASS PARTITION		
a)	Clean all interior windows	Monthly
b)	Clean all windows outside up to 2 meters	Monthly
c)	Clean glass doors leading to courtyards	Weekly
d)	Clean glass panels facing to courtyards	Weekly
e)	Clean sliding doors at OPD	Weekly
f)	Clean revolving glass doors at main entrance	Daily and as necessary
6.5.15. BOARDROOM, MEETING & TRAINING ROOMS		
a)	Clean rooms thoroughly in the morning @ 07.30am	Daily
b)	After meeting, seminars, and workshops, to be cleaned neatly	As needed
c)	Vacuum carpets	Daily
d)	Spot cleaning carpets	As needed
e)	Dusting	Daily
f)	Empty bins	Daily
g)	Cleaning of chairs and couches	daily
6.5.16. LINEN BANK		
•	Defrosting of fridges	Monthly
•	Cleaning of microwaves and continuous boilers	Daily



• Sweep floors with mop sweeper to prevent airborne dust	Daily
• Wash, scrub and disinfect floors	Daily
• Clean skirting	Daily
• Clean and disinfect permanent fittings pipes	Monthly
• Damp wipe window ledges	Daily
• Damp wipe doors and frames/shelves	Daily
• Clean all interior and exterior windows up to 2m in height	Weekly
• Empty, clean all waste receptacles	Daily
• Dust ceilings and light fittings	Monthly
• Clean and polish all bright metal fittings	Weekly
• Clean roller shutter doors – in/out	Weekly
6.5.17. ALL AREAS, CLINICAL & NON-CLINICAL	
a) Cleaning, disinfecting of blood and other body fluids	Daily and as needed
6.5.18 PEST REPORTING	
a) Service provider shall report and evidence that indicate the presence of vermin and pest, identified while cleaning is being provided, to the Hospital/Facility Representative. For the avoidance of doubt, the Cleaning service shall not be deemed to include any measures or procedures to manage any occurrence of pests in the facilities, as this will be provided through the pest control service.	Immediately when and as necessary
b) After the pest control service has been rendered, the cleaning services provider shall be responsible for clearing and cleaning up areas contaminated by pest including their excreta or deceased bodies.	Daily and as needed
6.5.19 THEATRE	
a) Render critical cleaning service to Theatre.	Daily
6.5.20 DEEP CLEANING	
(a) The Supervisor will compile a schedule to ensure that all areas in the hospital and areas are deep cleaned every 6 months.	Twice per annum

WESTERN CAPE GOVERNMENT HEALTH
GOODS & SERVICES SOURCING

BID OPENED @ 11:00
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**CLEANING SCHEDULE FOR: GENERAL ASSISTANT WORKING IN CSSD AT KHAYELITSHA DISTRICT HOSPITAL:
07H00 – 19H00.**

TO BE CLEANED	CHEMICAL TO USE	FREQUENCY
(A) SOILED SIDE OF CSSD:		
(1) Passage where the instrument delivery trolleys are standing.		3 Times a Week: Mon. Wed. and Friday.
High and low dusting	All-purpose cleaner	Daily from Mon - Sunday
Sweeping and mopping of floors	All –purpose cleaner	Daily from Mon-Sunday
Washing off of walls, ceilings, doors, and light switches	All-purpose cleaner	3 Times a Week: Mon. Wed. and Friday.
Removing of soiled or full plastic bags from the black rubber bin. Replacing soiled plastic bag with a clean plastic bag after bin and lid has been washed and disinfected	All- purpose cleaner	Daily from Mon - Sunday
Counting soiled linen, recording it, closing linen bag, and marking it. Washing linen trolley and hanging a clean linen bag onto the linen trolley. Form with soiled linen written on must be left on the linen bag for collection by the linen bank	All- purpose-cleaner	Daily from Mon - Sunday
Linen cart with clean linen in has to be taken to the linen storeroom and unpacked. The linen cart must then be put in the passage outside CSSD where the clean linen is delivered for the linen bank for collection as soon as linen has been delivered. Linen cart has to be cleaned inside and outside	All-purpose cleaner	Cleaning of linen cart done once a week and unpacking of clean linen in the linen storeroom must be done daily from Mon to Sunday after the linen has been delivered.
When medical waste boxes are full, they have to be sealed with buff tape, marked and a clean medical waste box with a red bag must be put in the passage against the delivery trolleys for instruments		Daily from Mon - Sunday
(2) Soiled side of CSSD. Decontamination area:		
Clean the roller door. Dusting and washing of the roller door	All –purpose cleaner	3 Times a week: Mon. Wed. and Friday.
Clean snapper frames, walls, and ceilings	All- purpose cleaner	3 Times a week: Mon. Wed. and Friday.
Floors must be swept and mopped	All-purpose cleaner	Daily from Mon - Sunday
(B) PASSAGE WALKING FROM DECONTAMINATION AREA:		
Floors	All-purpose cleaner	Daily from Mon – Sunday
Snapper frames, walls, ceilings, and wood railings	All- purpose cleaner	3 Times a week: Mon. Wed. and Friday.
(C) PREP AND BACK AREA		
Clean the hand basin, stainless steel bin at basin, refill bin with a clean clear bag, refill liquid hand soap, hand towel paper and hand sanitizer	All-purpose cleaner	Daily from Mon - Sunday
Dust and wash stainless steel work surfaces. Take the forms and stainless-	All-purpose cleaner	Stainless steel work surfaces to be dusted

**WESTERN CAPE GOVERNMENT HEALTH
GOODS & SERVICES SOURCING**

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steel bowls out, dust, wash, dry shelves and bowls and then replace forms and bowls.		and washed daily from Mon – Sunday. Forms and bowls to be taken out three times a week: Mon. Wed. and Friday.
Dust and wash 2 black iron filling cabinets	All-purpose cleaner	3 Times a week: Mon. Wed. and Friday.
Unpack plastic inserts, wash, dry and pack all items back	All-purpose cleaner	3 Times as week: Tues, Thurs., and Saturday.
Glass windows facing the Decontamination area	All-purpose cleaner	Once a month.
Big glass windows on the inside and frames	All-purpose cleaner	Once a month.
Windowsills	All-purpose cleaner	Daily from Mon - Sunday
Wall clock and white steel baskets used for delivery trolleys on the left side of the shelves	All- purpose cleaner	Daily from Mon - Sunday
Supervisor office windows	All- purpose cleaner	Once a month
Supervisor office chairs, working surfaces, desk, snapper frames, cupboards, shelves, walls. Light switches, and windowsills	All -purpose cleaner	3 Times a week: Mon. Wed. and Friday.
Supervisors office floors and bins swept, washed and bags in bins replaced with clean clear bags	All- purpose cleaner	Daily from Mon – Sunday. Bags in bins replaced with clean clear bags as and when needed.
(e) Storeroom; shelves, walls, light switches, walls, ceilings, door, air vents in the door, shelves, packing all items in the right order	All –purpose cleaner	Once a month.
Fire - hose and pipe dusted and washed	All-purpose cleaner	Once a month.
3 Autoclaves on the outside wash and disinfect	Was with all-purpose cleaner and disinfect with biocide, do not dry after disinfecting	3 Times a week, Tues. Thurs. and Saturday.
6 Autoclave stainless steel trolleys to be washed.	All-purpose cleaner	3 Times a week, Tues. Thurs., and Saturday.
Storeroom 2 floor		Supervisor will ask when the floors have to be cleaned.
Stainless steel bins remove bag, wash and disinfect bin and replace bag with a clean clear bag	All-purpose cleaner for washing and biocide for disinfecting	Daily from Mon. to Sunday.
Wood railings, walls and light switches	All-purpose cleaner	3 Times a week, Tues. Thurs. and Saturday.

(D) AUTOCLAVE ZONE AREA:WHERE ALL THE AUTOCLAVE MACHINERY IS STANDING

Sweeping and washing of floors	All-purpose cleaner	Once a week
Walls	All-purpose cleaner	3 Times a week, Mon. Wed. and Friday.
Area in front of the working surface where clean instruments are collected (in front of the milk kitchen): sweeping and washing of floors, walls, door to autoclave area and double door on the inside and outside leading to the passage.	All-purpose cleaner	Twice a week
Working surface and roller door where clean instruments are collected on the inside of CSSD	All-purpose cleaner	Working surface to be done daily and the roller door 3 times a week.

(E) CLEAN DISPATCH AREA:

Stainless steel shelves from top to bottom, hand sanitizer, snapper frames, wood railings, walls	All-purpose cleaner	3 Times a week, Mon. Wed. and Friday.
Floors swept and washed	All-purpose cleaner	Daily from Mon - Sunday
Working surface where clean instruments are collected	All-purpose cleaner	Daily form Mon - Sunday
Doors, roller door, walls where clean instruments are collected	All-purpose cleaner	3 times a week, Tues. Thurs. and Saturday.
Stainless shelves against the wall and in the middle of the clean area.	All-purpose cleaner	3 Times a week, Tues. Thurs. and Saturday.
Working surface and roller door facing towards CSSD in Theatre Dispatch area	All-purpose cleaner	3 Times a week, Tues. Thurs. and Saturday.

(F) LINEN STOREROOM

Assist CSSD Operators with packing of linen in the correct way on the shelves after shelves have been washed and dried.	All-purpose cleaner	Once a month
Clean walls, light switches, door, air vent in door and step ladder	All-purpose cleaner	Once a month
Clean chairs, working surfaces, linen trolley for condemned and stained linen and floors. When linen bag for condemned and stained linen is full, linen has to be counted and recorded, bag closed marked (condemned and stained linen) and left in passage for soiled linen for collection by the linen bank. Form must be left on the linen bag for collection by the linen bank	All-purpose cleaner	Daily from Mon – Sunday

(G) STAFF TEA ROOM

Cleaning and defrosting of fridge	All -purpose cleaner	Fridge must be cleaned daily on the inside and outside and defrosted once a month.
Cleaning of stainless-steel basins, cupboards, 2 tables, chairs, continuous boiler, wall clock, floors, hand basin, hand towel holder, filling of hand towel paper, hand soap dispenser, filling of liquid for hand soap, stainless steel bin, re-placing of clear bag after cleaning bin and door handle	All- purpose cleaner	Daily from Mon - Sunday
Walls, snapper frames and door,	All-purpose cleaner	Once a month

(H) MALE CHANGE ROOM

Urinal x 2 cleaned and disinfected, toilette x 1 washed and disinfected, tile floors swept and washed, tiles on wall washed, mirror washed and dried, hand basin washed and disinfected, soap dispenser cleaned and refilled, hand towel holder cleaned, and refilled, stainless-steel bin cleaned, and bag replaced with a clean clear bag, black rubber bin cleaned and refilled	All- purpose cleaner for cleaning and biocide for disinfecting	Daily from Mon to Sunday
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with a clean clear bag as and when needed and door handle washed off		
Walls, door, snapper frames	All- purpose cleaner	Once a month
Lockers for staff cleaned outside and on top	All-purpose cleaner	3 Times a week. Tues. Thurs. and Saturday

(I) FEMALE CHANGE ROOM

Toilets x 2 cleaned and disinfected, chairs washed, hand basin washed and disinfected, hand towel holder washed and refilled, soap dispenser washed, and refilled, stainless-steel bin cleaned, and bag replaced with a clean clear bag, tile floors swept and washed, tiles on wall washed, mirror washed, and dried and door handle washed off	All-purpose cleaner	Daily Mon - Sunday
Walls, door and snapper frame	All-purpose cleaner	Once a month

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EQUIPMENT (including **service and maintenance plan**, must be in working condition) TO BE PROVIDED BY THE COMPANY FOR TRAUMA UNIT, TRIAGE, OVERNIGHT WARD, ALLIED HEALTH, OPD, THEATRE, DAY SURGERY, HRM BUILDING, OFFICES AND PUBLIC AREAS:

ANNEXURE A.1

Cleaning equipment and material (Hygiene) (All cleaning material / requisites to be included in the total bid price for KHAYELITSHA HOSPITAL)		BID PRICE IN RSA CURRENCY (INCLUDING VAT)		
Please note this is just a guide for quantities required		1 st yr	2 nd yr	3 rd yr
1.1 CLEANING EQUIPMENT provided by the company	QUANTITIES			
Blower machine	1			
High Pressure Washer	1			
Heavy duty Buff Machines driving pad	6			
Janitor trolley & double bucket mop trolley with squeeze (Fully equipped)	16			
Microfiber Sweepers	16			
Industrial Wet vacuum cleaner	1			
Window squeegees with extendable handles	15			
High duster	3			
Vacuum cleaner	3			
TOTAL:				
1.2 SAFETY EQUIPMENT AND PPE provided by the company	QUANTITIES			
Goggles	4			
Extension leads (10m)	4			
aluminium ladder (5 step)	1			
Wet floor signs	32			
TOTAL:				

CLEANING CHEMICALS TO BE PROVIDED BY THE COMPANY FOR: ALLIED HEALTH, OPD, DAY SURGERY, HRM BUILDING, OFFICES AND PUBLIC AREAS:

ANNEXURE A.1.1

Cleaning chemicals. (All cleaning chemicals / requisites to be included in the total bid price for KHAYELITSHA HOSPITAL)		BID PRICE IN RSA CURRENCY (INCLUDING VAT)		
Please note this is just a guide for quantities required		1 st yr	2 nd yr	3 rd yr
1.1 CLEANING EQUIPMENT provided by the company	QUANTITIES			
Stainless steel cleaner	6 cans / month			
Urinal mats	6 boxes / month			

TOTAL:				
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ANNEXURE B

FINANCIAL INFORMATION

The following three schedules are the basis of a contract management system that enables the contractor to reflect in detail how his contract price is calculated and enables the Hospital to verify that all costs included in the contract price are correct and may be paid. The breakdown of the contract cost into its component elements also allows the contractor to justify any future price adjustments resulting from increases impacting on these components.

ANNEXURE B1: SALARIES AND WAGES

This table must be completed by the contractor to indicate the salaries and wages paid monthly to staff-members in different occupational classes in the contractor's employ, for the purpose of the contract.

ANNEXURE B2: EQUIPMENT AND CONSUMABLES, EXCLUDING OVERHEAD COSTS

This table must be completed by the contractor to indicate the equipment and consumable cost per month, including VAT, based on historical usage figures. The values are based on Annexure A1 (a-d) to derive the total contract price.

ANNEXURE B3: OVERHEADS AND OTHER COSTS

This table must be completed by the contractor to indicate the cleaning related portion of its contract price, which comprises overheads (e.g., transport, consumables, PPE) and the salaries and wages of the contractor's own staff (exported from Annexure B1 a-d). The cost in Annexure B1 and B2 is added to these costs to reflect the total contract price.

Bidders to note that due to budgetary constraints the Department will reserve the right not to award item 1.1.1 of Annexure B1 – Staffing: Clinical Areas and/ or item 2.1.2 of Annexure B2 – consumables should the bidders pricing not be within the hospitals budget. Furthermore, the right is reserved not to award. The successful bidder will be informed in writing should this be the case.

ANNEXURE B4: GRAND TOTAL

This table gives an overall grand total of each facility separately for the 36 months period, resulting in the grand total for the cleaning BID (all inclusive).

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PRICING SCHEDULE

(CLEANING SERVICES FOR KHAYELITSHA DISTRICT HOSPITAL)

NAME OF BIDDER: _____

BID NUMBER: **WCGHSC0467/2025**CLOSING TIME: **11:00 ON 14 NOVEMBER 2025****OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID**

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)		
B1.	PRICE BREAKDOWN			
1.1	STAFFING	<div style="border: 1px solid black; padding: 10px; text-align: center;"> WESTERN CAPE GOVERNMENT HEALTH GOODS & SERVICES SOURCING BID OPENED @ 11:00 14 NOVEMBER 2025 1)..... 2) SIGNED SIGNED </div>		
1.1.1	Breakdown			
	<ul style="list-style-type: none"> 1 Supervisors/bodies-07:00 – 19:00 (Mon-Sun) Incl PH _____/month 1 Supervisors/bodies-19:0-07:00 (Mon-Sun) Incl PH _____/month 13 Cleaners/bodies-07:00-16:00 (Mon-Fri) excl PH_____/month 23 Cleaners/bodies-07:00-19:00 (Mon-Sun) incl PH_____/month 13 Cleaners/bodies-19:00-07:00 (Mon-Sun) incl PH_____/month 5 Cleaners/bodies-07:00-13:00 (Only weekends and PH) ____/month <p>Bidders to note that due to budgetary constraints the Department will reserve the right not to award item 1.1.1 – Staffing: Clinical Areas should the bidders pricing not be within the hospitals budget.</p>			
		1 st year	2 nd year	3 rd year
	Grand total per month 07:00-16:00 (Mon-Fri): = R_____ X 13			
	Grand total per month 07:00-19:00 (Mon-Sun): = R_____ X 23			
	Grand total per month 19:00-07:00 (Mon-Sun): = R_____ X 13			
	Grand total per month 07:00-19:00(Mon-Sun): Supervisors: R_____x1			
	Grand total per month 19:00-07:00(Mon - Sun): Supervisors: R_____x1			
	Grand total per month 07:00-13:00(Weekends and PH): R_____x5			

PRICING SCHEDULE

(CLEANING SERVICES FOR KHAYELITSHA HOSPITAL)

NAME OF BIDDER: _____

BID NUMBER: **WCGHSC0467/2025**CLOSING TIME: **11:00 ON 14 NOVEMBER 2025****OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID**

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)		
B2.	PRICE BREAKDOWN			
2.1	CONSUMABLES AND EQUIPMENT (refer to Annexure A.1)			
	Breakdown			
2.1.1	Cleaning Equipment: _____ x month See A.1 (1.1 – 1.2)			
2.1.2	Cleaning materials _____ x Month See A.1.1			
	Bidders to note that due to budgetary constraints the Department may reserve the right to negotiate item 2.1.2.			
		1 st year	2 nd year	3 rd year

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OVERHEADS AND OTHER COSTS

OTHER COSTS	(i)	(ii)	(iii)
	1 st year	2 nd year	3 rd year
3.1 Overheads: Includes transport, laboratory tests, Hepatitis B vaccinations, PPE, consumables, uniforms, etc.	R _____ R _____	R _____ R _____	R _____ R _____
3.2 Salaries & Wages: Refer to Annexure B1	R _____ R _____	R _____ R _____	R _____ R _____
3.3 Total cost CLEANING MATERIALS AND EQUIPMENT: Refer to Annexure A.1 and Annexure B2	R _____ R _____	R _____ R _____	R _____ R _____
3.4 TOTAL COST (add 3.1, 3.2 and 3.3)	R _____ R _____	R _____ R _____	R _____ R _____

	1 st year	2 nd year	3 rd year
Total cost for clinical areas (3.4.1)			
Total cost for non-clinical areas (3.4.2)			
3.5 Total cleaning BID for Khayelitsha District Hospital			

Total BID price for Khayelitsha District Hospital: _____ (36 months)

Must correspond with WCB 3.2, item 3.

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PRICING SCHEDULE (SERVICES) (WCB 3.2)
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BID FOR THE PROVISION OF A COMPREHENSIVE CLEANING SERVICE TO KHAYELITSHA DISTRICT HOSPITAL UNDER THE CONTROL OF THE DEPARTMENT OF HEALTH, WESTERN CAPE GOVERNMENT FOR A THREE-YEAR PERIOD.

NAME OF BIDDER :

BID NUMBER WCGHSC0467/2025

CLOSING TIME: 11:00 ON FRIDAY, 14 NOVEMBER 2025

OFFERS SHALL BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID COSTING SCHEDULE

ITEM	1ST YEAR (INCLUSIVE OF VAT)	2ND YEAR (INCLUSIVE OF VAT)	3RD YEAR (INCLUSIVE OF VAT)
1.	Khayelitsha hospital (See B3.5) R..... Total per month	Khayelitsha hospital (See B3.5) R..... Total per month	Khayelitsha hospital (See B3.5) R..... Total per month
2.	Khayelitsha hospital (See B3.5) R..... Total cost per year	Khayelitsha hospital (See B3.5) R..... Total cost per year	Khayelitsha hospital (See B3.5) R..... Total cost per year
3.	Total all-inclusive cost for three (3) years: R (included VAT) This amount will be used for Tender evaluation process to compare bids.		

COST BREAKDOWN OF MONTHLY FEE FOR LABOUR:	1ST YEAR MONTHLY RATE	2ND YEAR MONTHLY RATE	3RD YEAR MONTHLY RATE
Total basic salary per cleaner per hour (normal hours):	R.....	R.....	R.....
Total basic salary per supervisor per hour (normal hours):	R.....	R.....	R.....
Total basic salary per cleaner per hour (Sundays)	R.....	R.....	R.....
Total basic salary per supervisor per hour (Sundays)	R.....	R.....	R.....
Total basic salary per cleaner per hour (Public holidays)	R.....	R.....	R.....
Total basic salary per supervisor per hour (Public holidays)	R.....	R.....	R.....

Note: Please ensure that your price per month includes the latest minimum wage rate as published in the Government Gazette.

Bidder that does not comply to the latest hourly rate will not be considered.

Note: The bid will be adjudicated on the total cost over the three (3) year period. Please ensure that your costing is correct as corrections cannot be made after bid closure.

Definition of pricing structures

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

1. Firm prices

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

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

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

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

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

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

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Public Finance Management Act (PFMA) Supply Chain Management (SCM) Instruction No. 3 of 2021/2022 - SBD 4 Declaration of Interest, Section 4 (1)(b)(iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.

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

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

4. The status of enterprises and persons listed on the National Treasury's Register for Tender Defaulters will be housed on the ePS. Institutions may not under any circumstances procure from enterprises and persons listed on the Database of Tender Defaulters.

5. The status of suppliers listed on the National Treasury's Database of Restricted Suppliers will be housed on the ePS; however, it remains incumbent on institutions to check the National Treasury Database of Restricted Suppliers before the conclusion of any procurement process. For suppliers listed as restricted, institutions must apply due diligence and risk assessment before deciding to proceed with procurement from any such supplier.

6. **Definitions**

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

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

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“business interest” means -

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

“Consortium or Joint Venture” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

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

“Corruption”- General offences of corruption are defined in the Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004) as:

Any person who directly or indirectly -

(a) accepts or agrees or offers to accept any gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or

(b) gives or agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person., in order to act personally or by influencing another person so to act, in a manner—

(i) that amounts to the-

(aa) illegal, dishonest, unauthorised, incomplete, or biased; or

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

(ii) that amounts to-

(aa) the abuse of a position of authority;

(bb) a breach of trust; or

(cc) the violation of a legal duty or a set of rules;

(iii) designed to achieve an unjustified result; or

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

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

“employee”, in relation to –

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

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

“entity” means any -

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

(b) sole proprietorship;

“entity conducting business with the Institution” means an entity that contracts or applies or tenders for the sale, lease or supply of goods or services to the Province;

“Family member” means a person's -

(a) spouse; or

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

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

“Institution” means – a provincial department or provincial public entity listed in

Schedule 3C of the Act;

“Provincial Government Western Cape (PGWC)” means

(a) the Institution of the Western Cape, and

(b) a provincial public entity;

“RWOEE” means -

Remunerative Work Outside of the Employee's Employment

“spouse” means a person's -

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

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

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

7. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.

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

- (i) resigned as an employee of the government institution or;
- (ii) cease conducting business with an organ of state or;
- (iii) resign as a director/shareholder/owner/member of an entity that conducts business with an organ of state.

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

9. The bid of any bidder may be disregarded if that bidder or any of its directors abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; disclosure is found not to be true and complete; or failed to perform on any previous contract.

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

11. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to:

- a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
- b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

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

13. In addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition

Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority

(NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

SECTION A DETAILS OF THE ENTITY		
	CSD Registration Number	MAAA
	Name of the Entity	
	Entity registration Number (where applicable)	

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	Entity Type	
	Tax Reference Number	

Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons having a controlling interest with a right or entitlement to share in profits, revenue or assets of the entity should be disclosed in the Table A below.

TABLE A

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

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SECTION B: DECLARATION OF THE BIDDER'S INTEREST

The supply chain management system of an institution must, irrespective of the procurement process followed, prohibit any award to an employee of the state, who either individually or as a director of a public or private company or a member of a close corporation, seek to conduct business with the WCG, unless such employee is in an official capacity a director of a company listed in Schedule 2 or 3 of the PFMA as prescribed by the Public Service Regulation 13(c).

Furthermore, an employee employed by an organ of state conducting remunerative work outside of the employee's employment should first obtain the necessary approval by the delegated authority (RWOOE), failure to submit proof of such authority, where applicable, may result in disciplinary action.

B1.	Are any persons listed in Table A identified on the CSD as employees of an organ of state? (If yes, refer to Public Service Circular EIM 1/2016 to exercise the listed actions)	NO	YES
B2.	Are any employees of the entity also employees of an organ of state? (If yes complete Table B and attach their approved "RWOOE")	NO	YES
B3.	Are any family members of the persons listed in Table A employees of an organ of state? (If yes complete Table B)	NO	YES

TABLE B

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

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

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

C2. TABLE C

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

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT/ ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT
C3. Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?					NO YES

C4. Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)?	NO	YES
(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 (012) 326-5445.)		
C5. If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?	NO	YES
C6. Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?	NO	YES
C7. Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	NO	YES

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

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

I, hereby swear/affirm; i. that the information disclosed above is true and accurate; ii. that I have read and understand the content of the document;

iii. that I have arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

iv. that the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specification, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates;

v. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract; and

vi. that there have been no consultations, communications, agreements or arrangements made with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and that my entity was not involved in the drafting of the specifications or terms of reference for this bid.

.....
DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

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

- 1.1 Do you know and understand the contents of the declaration? ANSWER:
- 1.2 Do you have any objection to taking the prescribed oath? ANSWER:
- 1.3 Do you consider the prescribed oath to be binding on your conscience? ANSWER:.....
- 1.4 Do you want to make an affirmation? ANSWER:

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

.....
SIGNATURE FULL NAMES Commissioner of Oaths

Designation (rank) ex officio: Republic of South Africa

Date:..... Place

Business Address:
.....

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

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE TO THE BID, PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND CODES OF GOOD PRACTICE

1. DEFINITIONS

- 1.1 **"Acceptable bid"** means any bid which complies in all respects with the specifications and conditions of bid as set out in the bid document.
- 1.2 **"Affidavit"** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, which serves as evidence to its veracity and is required for court proceedings.
- 1.3 **"All applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 1.4 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 1.5 **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a codes of good practice of black economic empowerment, issued in terms of section 9(1) of The Broad-Based Black Economic Empowerment Act;
- 1.6 **"Bid"** means a written offer on the official bid documents or invitation of price quotations, and "tender" is the act of bidding/tendering;
- 1.7 **"Code of Good Practice"** means the generic codes or the sector codes as the case may be;
- 1.8 **"Consortium" or "joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 1.9 **"Contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 1.10 **"EME"** is an exempted micro enterprise with an annual total revenue of R10 million or less.
- 1.11 **"Firm price"** means a price that is only subject to adjustments in accordance with an actual increase or decrease resulting from the change, imposition or abolition of customs or excise duty and any other duty, levy, or tax, which is binding on the contractor in terms of the law or regulation and demonstrably has an influence on the price of any supplies or the rendering costs of any service for the execution of the contract;
- 1.12 **"Large Enterprise"** is any enterprise with an annual total revenue above R50 million;
- 1.13 **"Non-firm prices"** means all prices other than "firm" prices
- 1.14 **"Person"** includes a juristic person;
- 1.15 **"Price"** means an amount of money bid for goods and services and includes all applicable taxes less all unconditional discounts;
- 1.16 **"Proof of B-BBEE status level contributor"** means –
 - (a) The B-BBEE status level certificate issued by an authorized body or person;
 - (b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or

- (c) Any other requirements prescribed in terms of the Broad-based Black Economic Empowerment Act.

WCBD 6.1

- 1.17 **"QSE"** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;
- 1.18 **"Rand value"** means the total estimated value of a contract in South African currency calculated at the time of bid invitation, and includes all applicable taxes;
- 1.19 **"Sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 1.20 **"Tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide services through price quotations, competitive bidding processes or any other method envisaged in legislation;
- 1.21 **"Tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation to originate income-generating contracts through any method envisaged in legislation, that will result in a legal agreement between the organ of state and a third party, which produces revenue for the organ of state, and includes but is not limited to leasing and disposal of assets and concessions contracts, but excludes direct sales and disposal of assets through public auctions;
- 1.22 **"The Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 1.23 **"the Regulations"** means the Preferential Procurement Regulations, 2022;
- 1.24 **"Total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-based Black Economic Empowerment Act and promulgated in the Government Gazette on 11 October 2013;
- 1.25 **"Trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 1.26 **"Trustee"** means any person, including the founder of a trust, to whom property is bequeathed for such property to be administered for the benefit of another person.

2. GENERAL CONDITIONS

- 2.1 The following preference points systems are applicable to all bids:
- The **80/20 system** for requirements with a Rand value of **up to R50 000 000** (all applicable taxes included)
 - the **90/10 system** for requirements with a Rand value **above R50 000 000** (all applicable taxes included).
- 2.2 Preference points system for this bid:
- (a) The value of this bid is estimated **to exceed/not exceed R50 000 000** (all applicable taxes included) and therefore the preference points system shall be applicable;
- or
- (b) Either the **80/20 or 90/10** preference points system will be applicable to this bid.
(Delete whichever option is not applicable to this bid)
- 2.3 Preference points for this bid shall be awarded for:
- (a) Price; and
- (b) B-BBEE status level of contribution.
- 2.4 The maximum points for this bid are allocated as follows:

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

- 2.5 Failure on the part of a bidder to complete and sign this form and submit, in the circumstances prescribed in the Codes of Good Practice, either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS), or an affidavit confirming annual total revenue and level of black ownership, along with the bid, or an affidavit issued by the Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 2.6 The organ of state reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 Subject to Regulation 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000, the bidder obtaining the **highest number of total points** will be awarded the contract.
- 3.2 A bidder must submit proof of its B-BBEE status level to claim points for B-BBEE.
- 3.3 A bidder failing to submit proof of B-BBEE status level, or who is a non-compliant contributor to B-BBEE will not be disqualified, but will only score:
 (a) points out of **80/90** for **price**; and
 (b) 0 points out of **20/10** for **B-BBEE**.
- 3.4 Points scored must be rounded off to the nearest 2 decimal places.
- 3.5 If two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.6 Per Regulation 2 (1)(f) of the Preferential Procurement Policy Framework Act, 2000, the contract may be awarded to a bidder other than the one scoring the highest number of total points based on objective criteria in addition to those contemplated in paragraph (d) and (e) of the Act, which justifies the award to another bidder provided that it has been stipulated upfront in the bid conditions.
- 3.7 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

4. FORMULAE FOR PROCUREMENT OF GOODS & SERVICES

4.1 POINTS AWARDED FOR PRICE

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

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

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

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

5.1 POINTS AWARDED FOR PRICE

80/20

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

90/10

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

Where

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{max} = Price of highest acceptable bid

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

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

B-BBEE Status Level of Contributor	No of points (90/10 system)	No of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

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

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

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

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

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

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

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

7. BID DECLARATION

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

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

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

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

(Points claimed in paragraphs 8.1 & 8.2 must correspond with the table in paragraph 5.1 and must be substantiated by a B-BBEE certificate issued by a verification agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the bid).

9. SUB-CONTRACTING

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

9.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?%
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME or QSE? (delete which is not applicable) **YES/NO**

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

10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/ entity:

10.2 VAT registration number:

10.3 Company Registration number:

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

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10.5 I/we, the undersigned, who am/are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 8 above, qualifies the company/firm for the preference(s) shown and I/we acknowledge that:

- (a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.
- (b) As set out in Section 130 of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:

- (i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;
 - (ii) provides false information or misrepresents information to a B-BBEE verification professional to secure a particular B-BBEE status or any benefit associated with compliance with the B-BBEE Act;
 - (iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or
 - (iv) engages in a fronting practice.
- (c) if a B-BBEE verification professional, any procurement officer or any official from another organ of state or public entity becomes aware of the attempted or actual commission of any offence referred to in paragraph 10.5 (b), this will be reported to an appropriate law enforcement agency for investigation,
- (d) any person convicted of an offence by a court in the case of contravention of paragraph 10.5 (b) is liable to a fine or imprisonment for a period not exceeding 10 years, or to both a fine and such imprisonment, or, if the convicted person is not a natural person, to a fine not exceeding 10% of its annual turnover.
- (e) the purchaser may investigate the matter if it becomes aware that a bidder may have obtained its B-BBEE status level fraudulently. If the investigation warrants the imposition of a restriction, this will be referred to the National Treasury for investigation, processing and restriction of the bidder on the National Treasury's List of Restricted Suppliers. After the *audi alteram partem* (hear the other side) rule has been applied, the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted fraudulently, may be restricted from obtaining business from any organ of state for a period not exceeding 10 years,
- (f) in addition to any other remedy it may have, the organ of state may -
- (i) disqualify the bidder from the bid process,
 - (ii) recover costs, losses or damages it has incurred or suffered as a result of that bidder's conduct,
 - (iii) cancel the contract, and, having had to make less favourable arrangements due to such cancellation, claim any damages it has suffered from the contractor, and
 - (iv) forward the matter for criminal prosecution.
- (g) The information furnished is true and correct.
- (h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

SIGNATURE(S) OF THE BIDDER(S):

DATE:

ADDRESS:

WITNESSES:

1.

2.

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SWORN AFFIDAVIT – B-BBEE/QUALIFYING SMALL ENTERPRISE

1. I, the undersigned

Full name and surname	
Identity number	

2. Hereby declare under oath as follows:

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

Enterprise name	
Trading name	
Registration number	
Enterprise address	

3. I hereby declare under oath that:

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

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

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

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- Commissioner of Oaths signature & stamp**

Date: _____

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GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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TABLE OF CLAUSES

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2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
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16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
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 any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is 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.

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- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2 Application

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

3 General

- 1.1 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.
- 1.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be

obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4 Standards

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

5 Use of contract documents and information inspection.

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

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

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

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

6 Patent rights

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

7 Performance Security

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

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

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

- a) bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- b) a cashier's or certified cheque

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

8 Inspections, tests and analyses

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

- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a

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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 analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9 Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10 Delivery and documents

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

11 Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or

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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

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14 Spare parts

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15 Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

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- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16 Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17 Prices

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

18 Contract amendments

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

19 Assignment

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

20 Subcontracts

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

21 Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22 Penalties

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

23 Termination for default

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

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

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

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which

enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser.
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction, and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24 Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25 Force Majeure

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

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

26 Termination for insolvency

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

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27 Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
b) the purchaser shall pay the supplier any monies due the supplier.

28 Limitation of Liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29 Governing language

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

30 Applicable law

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

31 Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice

32 Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession

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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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