



YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE WESTERN CAPE GOVERNMENT:
HEALTH & WELLNESS

BID NUMBER: TBH 518/2024

CLOSING DATE: WEDNESDAY, 21 MAY 2025

CLOSING TIME: 11:00 AM

FOR THE RENDERING OF A CLEANING SERVICE TO TYGERBERG HOSPITAL, EFFECTIVE 1 JULY 2025 UNTIL 30 JUNE 2028 WITH THE OPTION TO EXTEND FOR AN ADDITIONAL TWO (2) YEARS SUBJECT TO SUPPLIER PERFORMANCE AND DEPARTMENTAL PRESCRIPTS, AT THE SOLE DISCRETION OF TYGERBERG HOSPITAL.

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

BID DOCUMENTS MUST BE POSTED
DEPOSITED IN THE BID BOX MARKED
"TENDER BOX" SITUATED IN:

TYGERBERG HOSPITAL
1ST FLOOR, ADMINISTRATION BUILDING
(OPPOSITE THE SPIRAL STAIRCASE)
FRANCIE VAN ZIJL DRIVE
PAROW
CAPE TOWN

The bid box will be accessible Monday to Friday
from 07h30 till 15h30, 5 days a week excluding
public holidays

Compulsory Briefing Session

Tygerberg Hospital, R4 Lecture Room
Date: Friday, 2 May 2025
Time: 11:00am

1. The Specification is provided to inform **Prospective Service Providers (PSP)** of the entire envisaged bid process, as well as the implementation of the phases of bidding.
2. You are therefore invited to bid for the rendering of a cleaning service to Tygerberg Hospital, effective 1 July 2025 until 30 June 2028. Prices must be consolidated onto the relevant WCBD3.1/2 forms, as this will serve as the bidder's official offer.
3. Please ensure that bids are delivered **to the correct address on time**. If the bid is late, it will not be accepted for consideration. If you are uncertain about the location of the bid box, please call the responsible official, Ms. RJ Janda at (021) 938 4765, or email: Tbh.BidsDepartment@westerncape.gov.za or Mr C. Miggel (021) 938.5269, or email Tbh.BidsDepartment@westerncape.gov.za / Mr S. Ntshaba at (021) 938 4980, or email: Tbh.BidsDepartment@westerncape.gov.za for assistance during office hours. The bid box is generally open during business hours **Monday to Friday from 07h00 till 15h00, 5 days a week excluding public holidays**.
4. Please submit your bid on the official, **not re-typed** forms. Only original, signed documents will be considered. **Failure to complete and sign the bidding documents, certificates, questionnaires, and specification forms in all respects will invalidate the bid.**

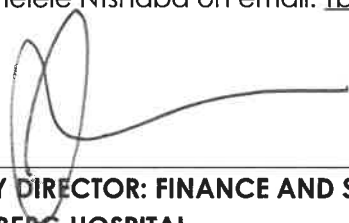
5. Each bid must be deposited in a **sealed envelope** with the **name and address of the bidder, the bid number, and the closing date**. The envelope shall not contain documents related to any bid other than that indicated on the envelope.

All Bidders must be registered on the Central Supplier Database (CSD) at the time of bid closing.

Any prospective **unregistered bidders** must register as a supplier on the **CSD** prior to bidding.

Central Supplier Database	
Self-registration	www.csd.gov.za (self-registration only)
Contact email	SCMeProcurement.DOH@westerncape.gov.za

6. **Bidders already registered on the CSD** must have confirmation of their registration, by contacting www.csd.gov.za, AND ensure that their status is up to date prior to bidding.
7. **In instances 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.**
8. Only the B-BBEE status reflected on **form WCBD 6.1 included in the bid document** will apply to the evaluation of the relevant formal bids and **not the B-BBEE status on CSD**. Bidders are further required to complete the attached **form WCBD4 and include it in the Bid document**.
9. All other mandatory documents held on CSD will be accepted by Western Cape Government Health & Wellness (WCGHW) for the consideration of formal bids.
10. Bidders must be duly **registered** on CSD at the **closing of the award**.
- ** "duly registered"** means that a supplier is registered on the CSD by means of valid mandatory registration documents, including TCC or other documentation confirming the bidder's tax compliance status at the time of the award and WCBD4. If these documents have expired, the such supplier will be suspended on the WCSEB.
11. This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract. **The 90:10 Points System is applicable to this bid.**
12. Please refer to all technical/specification enquiries to Ms. Randy-Jade Janda/ Mr Chad Miggel/ Siphumelele Ntshaba on email: Tbh.BidsDepartment@westerncape.gov.za.



DEPUTY DIRECTOR: FINANCE AND SUPPLY CHAIN MANAGEMENT
TYGERBERG HOSPITAL
MR NOEG MARTIN
DATE 22 APR 2025

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TBH 518/2024: FOR THE RENDERING OF A CLEANING SERVICE TO TYGERBERG HOSPITAL, EFFECTIVE 1 JULY 2025 UNTIL 30 JUNE 2028 WITH THE OPTION TO EXTEND FOR AN ADDITIONAL TWO (2) YEARS SUBJECT TO SUPPLIER PERFORMANCE AND DEPARTMENTAL PRESCRIPTS, AT THE SOLE DISCRETION OF TYGERBERG HOSPITAL.

<u>CHECKLIST</u>	<u>COMPLETED</u>
WCBD 1	
SPECIFICATIONS	
WCBD 3.1	
WCBD 4	
WCBD 5	
WCBD 6.1	
GENERAL CONDITIONS OF CONTRACT	

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 THE REQUIREMENTS OF THE TYGERBERG HOSPITAL (TBH)					
BID NUMBER:	TBH 518/2024	CLOSING DATE:	WEDNESDAY, 21 MAY 2025	CLOSING TIME:	11H00am
DESCRIPTION	FOR THE RENDERING OF A CLEANING SERVICE TO TYGERBERG HOSPITAL, EFFECTIVE 1 JULY 2025 UNTIL 30 JUNE 2028 WITH THE OPTION TO EXTEND FOR AN ADDITIONAL TWO (2) YEARS SUBJECT TO SUPPLIER PERFORMANCE AND DEPARTMENTAL PRESCRIPTS, AT THE SOLE DISCRETION OF TYGERBERG HOSPITAL.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT RCWMCH IN THE ADMINISTRATION BUILDING.					
TYGERBERG HOSPITAL					
1 ST FLOOR, ADMINISTRATION BUILDING (OPPOSITE THE SPIRAL STAIRCASE)					
FRANCIE VAN ZIJL DRIVE					
PAROW, CAPE TOWN, 7500					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr Chad Miggel		CONTACT PERSON	Mr. Jonathan Roberts	
TELEPHONE NUMBER	021 938 5269		TELEPHONE NUMBER	ENQUIRIES IN WRITING	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Tbh.BidsDepartment@westerncape.gov.za		E-MAIL ADDRESS	Tbh.BidsDepartment@westerncape.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELL PHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					

SUPPLIER COMPLIANCE STATUS	WCSEB No.		TCS Pin	AND	CSD No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No		
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)	[TICK APPLICABLE BOX] ☐ Yes ☐ No					
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED 6.1 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]						
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]		
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS						
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.						

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCBD7).**

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

NAME AND SURNAME OF BIDDER:

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

DATE:

1. Instructions for Completing Bid Documents

Bidders are advised to read all the pages of this tender document carefully and to comply fully with all requests for information and documentation. Please acknowledge that conditions have been read and understood in the 'Comply' column by responding with either a 'Yes' or 'No' entry. Bidders are required to:

Condition	NOTES	
1. Complete all the documents and forms provided in this bid invitation document.		
2. Supply all the requested information.		
3. Number each page of the bid submitted and all the supporting documentation (the entire bid) in the top right-hand corner of each page.		
4. The numbering system used in this tender SHALL be adhered to. If there are additional and/or alternative product options, every option/alternative proposal to an item SHALL be separately quoted, with a complete schedule, description, deviations from specifications, and technical brochures on each proposal.		
5. Submit the bid under the cover of a full table of contents referencing all the documents contained therein about the relevant page numbers.		
6. Submit the bid in hard copy.		
7. Confirm in writing that the copy submitted is a true and complete reproduction of the original and contains all the annexures submitted to the Department.		
8. The bidder is to complete the bid response document by stating in the block opposite each subsection whether the bidder will comply or will not comply with the specifications in that subsection.		
9. A response of "Noted" SHALL be interpreted as "Comply" In addition, an explanatory note MUST be provided in a separate document with a clear reference to the corresponding paragraph number or beneath each point in the bid document. The numbering in the bid document may not be altered		
10. Items not completed in this manner SHALL be to the disadvantage of the bidder and, if excessive, SHALL lead to exclusion in the tender evaluation process		
11. All additional supporting documentation that is returned as part of this tender MUST be given a document number that is marked on each page of the document.		



WESTERN CAPE DEPARTMENT OF HEALTH & WELLNESS TYGERBERG HOSPITAL

THIS DOCUMENT SETS OUT THE SPECIFICATIONS FOR:

FOR THE RENDERING OF A CLEANING SERVICE TO TYGERBERG HOSPITAL,
EFFECTIVE 1 JULY 2025 UNTIL 30 JUNE 2028 WITH THE OPTION TO EXTEND FOR
AN ADDITIONAL TWO (2) YEARS SUBJECT TO SUPPLIER PERFORMANCE AND
DEPARTMENTAL PRESCRIPTS, AT THE SOLE DISCRETION OF TYGERBERG
HOSPITAL.

BID NUMBER: TBH 518/2024

NAME OF BIDDING COMPANY.....

NAME OF PRODUCT OFFERED.....

NAME OF BIDDER / CONTACT PERSON

CONTACT NUMBER.....(w)..... (cell)

NOTE: SHOULD THE ITEM OFFERED DEVIATE FROM ANY SPECIFIED REQUIREMENTS, FULL DETAILS OF SUCH DEVIATIONS MUST BE GIVEN. IN THE EVENT OF THE AVAILABLE SPACE BEING INSUFFICIENT, SUCH DETAILS MUST BE GIVEN ON A SEPARATE SHEET, INDICATING THE RELEVANT PARAGRAPH NUMBER IN THE SPECIFICATION.

THE "DETAILS OF OFFER" SECTION MUST BE COMPLETED IN FULL. FAILURE TO REPLY TO ALL SECTIONS WILL RESULT IN THE OFFER NOT BEING CONSIDERED.

BIDDERS ARE REQUESTED TO SUBMIT THE FOLLOWING RELEVANT DOCUMENTS WITH THE BID APPLICATION:

NR	DOCUMENTATION	PLEASE MARK			
		Yes	No		
1	Fully completed and initialled BID document	Yes	No		
2	Western Cape Central Suppliers Database Verification approval.	Yes	No		
3	Western Cape Central Supplier Database Verification certificate.	Yes	No		
4	B-BBEE level verification certificate.	Yes	No		
5	B-BBEE level sworn affidavit.	Yes	No		
6	Public or Private Company: Registration certificate.	Yes	No		
7	Public or Private Company: Names of the Directors & Shareholders certificates.	Yes	No		
8	Close Corporation: CK1 Registration of Closed Corporation certificate.	Yes	No		
9	Close Corporation: CK2 Change of name of Ownership certificate.	Yes	No		
10	Confederation of Private Employment Services certificate.	Yes	No		
11	Copy of Partnership agreement and in case of Joint ventures / Sub-contractor's certificates.	Yes	No		
12	Public Liability Insurance certificate.	Yes	No		
13	A valid, originally certified affidavit confirming annual turnover and level of black ownership or an affidavit issued by Companies Intellectual Property Commission.	Yes	No		
14	<u>Accredited Representative in South Africa for the Goods/Services /Works Offered. If Yes - provide proof.</u>	Yes	No		
15	SARS - TCS (Tax Compliance Status) certificate. - current valid registration.	Yes	No		
16	SARS - Tax Clearance certificate - current valid registration.	Yes	No		
17	SARS - VAT 103 registration certificate - current valid registration.	Yes	No		
18	Registration with Commissioner for PAYE registration certificate - current valid registration.	Yes	No		
19	City of Cape town registration.	Yes	No		
20	Registration for Compensation for Occupational Injuries and Diseases Act certificate (COLD) – current valid registration.	Yes	No		
21	Letter of Good Standing with the Commissioner for COIDA - current valid registration.	Yes	No		
22	Registration for Unemployment Insurance Fund certificate - current valid registration.	Yes	No		
23	Letter of Good Standing with the Commissioner of UIF - current valid registration.	Yes	No		
24	Labour Brokers: Registration with Confederation of Private Employment Services.	Yes	No		
25	Labour Brokers: IRP 30 SARS certificate.	Yes	No		
26	Membership with National Contract Cleaners Association (NCCA) certificate current valid reg.	Yes	No		
27	Health and Safety Plan and Policy, Representatives, HACCP.	Yes	No		
28	Infection Prevention Control Risk plan.	Yes	No		
29	Infection Prevention Control Certificates.	Yes	No		
30	Insurance policy and confirmation of Insurance certificate - current valid registration.	Yes	No		
31	Proof of Provident fund - current valid registration.	Yes	No		

32	SDLA (Skills Development Levies Act) registration certificate - current valid registration.	Yes		No	
33	Training certificates.	Yes		No	

NR	DOCUMENTATION	PLEASE MARK		
34	Company profile, References and latest contact details.	Yes	No	
35	3 Reference letters	Yes	No	
36	A Performance guarantee.	Yes	No	
37	A Business concept and implementation plan for consideration and approval.	Yes	No	
38	Electrical and Chemical equipment – SABs/CKS regulations of approval certificate.	Yes	No	
39	All consumables and electrical equipment used by the contractor must comply with the standards set/laid down by the Bureau of Standards/CKS.	Yes	No	
40	Provide a list of consumables, (colour coding charts), items and electrical equipment to be used on site.	Yes	No	
41	Organogram of the proposed cleaning service staff that will be deployed on-site at the Hospital including the numbers and categories of staff to be deployed per shift with Reliever staff and for absenteeism.	Yes	No	
42	<u>Job Descriptions for each category of staff to be employed on site:</u>	Yes	No	
43	1. Site Manager – job description	Yes	No	
44	2. Supervisors – job description	Yes	No	
45	3. Cleaners – job description	Yes	No	
46	4. General Workers – job description	Yes	No	
47	Sop's (Standard Operating Procedures)	Yes	No	
48	Manuals and guidelines applicable	Yes	No	
49	Cleaning checklists for all areas	Yes	No	
50	Supervisor daily Inspection checklists	Yes	No	
51	Cleaning schedule etc.	Yes	No	

		DETAILS OF OFFER	
		IF YOUR OFFER COMPLIES WITH THE APPLICABLE BLOCK OF PARAGRAPHS THEN NOTE "COMPLY" IN THE "COMPLY / DO NOT COMPLY" BOX ADJACENT TO THE BLOCK.	
1	SCOPE		
1.1	This specification establishes the requirements for the RENDERING OF A CLEANING SERVICE at TYGERBERG HOSPITAL for a period of three (3) years with the option to extend for an additional two (2) years subject to supplier performance and departmental prescripts, at the sole discretion of Tygerberg Hospital.		
		COMPLY / DO NOT COMPLY	COMMENTS
2	REQUIREMENTS		
2.1	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		
2.2	Preference Points shall only be allocated to bids that are found to be acceptable and compliant with the requirements and specifications.		
2.3	EVALUATION CRITERIA Bids will be deemed to be acceptable if:		
2.4	COMPLIANT WITH CONDITIONS AND LEGITIMACY TEST		
2.5	Which includes interalia;		
2.6	SOUTH AFRICAN REVENUE SERVICE TAX CLEARANCE		
2.7	Only bidders who have submitted a current and original S.A.R.S. Tax Clearance with bid application will be considered for acceptance		
2.8	In the case of a Joint Venture a Tax Clearance must be submitted of each company party to the partnership agreement. Refer to the attached WCBD 2 form for more details.		
2.9	COMPLIANT WITH THE SPECIFICATION		
2.10	Which includes interalia;		
2.11	STATUTORY AND OTHER REQUIREMENTS		
2.12	Only Bidders who comply with Part 3: Statutory and other requirements will be considered for acceptance.		
2.13	Failure to submit applicable documentary evidence on the closing date of the bid shall lead to the exclusion of the offer submitted.		
2.14	BIDDERS ARE REQUESTED TO SUBMIT THE FOLLOWING RELEVANT DOCUMENTS WITH THEIR BID APPLICATION:		
2.15	PUBLIC OR PRIVATE COMPANY		
2.16	Public or Private Company registration certificate		

2.17	Names of the Directors and Shareholders certificates		
2.18	CLOSE CORPORATION		
2.19	CK1 Certificate – Registration of Closed Corporation		
2.20	CK2 Certificate – Change of name or Ownership		

		COMPLY / DO NOT COMPLY	COMMENTS
2.21	JOINT VENTURES		
2.22	Partnership Agreement		
2.23	REGISTRATION FOR COMPENSATION FOR OCCUPATION INJURIES AND DISEASES ACT 130 OF 1993		
2.24	Letter of good standing with the Commissioner for COIDA		
2.25	REGISTRATION FOR UNEMPLOYMENT INSURANCE FUND REGISTRATION		
2.26	Letter of good standing with the Commissioner of UIF		
3	LABOUR BROKERS		
3.1	Registration with Confederation of Private Employment Services		
3.2	IRP 30 SARS Certificate		
4	MEMBERSHIP WITH A CLEANING CONTRACT ASSOCIATION		
4.1	Membership Certificate		
4.2	The Hospital reserves the right to inspect the bidder's premises and the premises of any references supplied before the bid has been adjudicated.		
5	COMPLIANT WITH LATENT AND OTHER FACTORS WHICH MAY AFFECT THE AWARD OF THE BID		
5.1	Which includes interalia;		
5.2	CAPACITY OF THE BIDDER		
5.3	Only bidders whose organisation and infrastructure is 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.		
6	SECTORAL DETERMINATION FOR CLEANING SERVICES TRADE		
6.1	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 No. 75 of 1997: Contract Cleaning Sector (Sectorial Determination 1) as amended in the latest published Government Gazette .		
7	DEFINITIONS		
7.1	Contractor/Successful Bidder/Cleaning Service Provider/Cleaning Business The organisation or individual providing contracted cleaning services		
7.2	USER/DEPARTMENT The authority, retaining a contractor to carry out cleaning services, in accordance with an agreed contract.		

		COMPLY / DO NOT COMPLY	COMMENTS
8	CONTRACT CONDITIONS		
8.1	CONTRACT The contract is a legal document that results from the acceptance of a bid and is inclusive of the bid documentation pertaining to the invitation, site instructions, the bid response and the General Conditions of the Contract.		
8.2	CONDITIONS All conditions and procedures laid down and which may affect the legal aspects of the bid or the contract.		
8.3	BID A written offer, in prescribed format, to provide cleaning services to the User.		
8.4	BIDDER The organisation or individual completing and submitting the bid.		
8.5	SITE INSTRUCTIONS (generic and specific) An operational document detailing the specific duties to be performed and conditions to be met in terms of the contract.		
8.6	SUPERVISOR / CONTROLLER The person designated to manage a control room or command post and to report any variations in the staff on duty.		
8.7	CO-ORDINATOR The representative of the User.		
8.8	CHECK CALL Routine communication to verify the location and status of Cleaners on duty and to report any deviations from contract conditions.		
8.9	CLEANER A person employed by a contractor (Cleaning Service Provider) to carry out cleaning duties. General Assistant shall bear the same meaning as Cleaner.		
8.10	CLEANING Is the removal of unwanted matter.		
8.11	SPECIFICATION The document setting out proposed services to be supplied in terms of the contract.		
8.12	POST/SERVICE/POINT OF DUTY A designated place or workstation where or from where prescribed duties are performed and controlled.		
8.13	STATUS QUO The condition or state of affairs of the bidder and bidding organisation as at the date of bid.		
8.14	GENERAL CONDITIONS OF CONTRACT The General Conditions of the Contract are attached to the bid document and forms part of the specification.		
8.15	MAY Indicates the existence of an option.		
8.16	SHALL / MUST Indicates that a statement is mandatory.		

		COMPLY / DO NOT COMPLY	COMMENTS
8.17	SHOULD Indicates recommendations.		
9	INTERPRETATIONS		
9.1	Words referring to the singular also include the plural and vice versa where the context so requires.		
9.2	Any gender includes the other.		
9.3	Reference to person(s) include all entities (i.e. Corporations, Associations, Partnerships, Close Corporations, Government or Local Authorities, and other Legal entities and natural persons).		
9.4	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. Biocide in water for patients' rooms.		
9.5	Product to be provided shall be non-ammonia base with a build in solid content of not less than 25%.		
9.6	POLISH Usually a petroleum or synthetic wax high solid paste, or liquid best suited to porous or semi-porous floors.		
9.7	STRIPPER A detergent that will chemically unlock the bonding molecules in dumpings and polishes and allows them to be removed from the floor. Product to be provided shall be non-ammonia base.		
9.8	MANDATORY Refers to a legal requirement.		
10	SPECIAL CONDITIONS OF CONTRACT (REFER TO NO 28 OF GENERAL CONDITIONS OF CONTRACT)		
10.1	LIABILITIES		
10.2	THE SUCCESSFUL CONTRACTOR WILL BE REQUIRED TO:		
10.3	Indemnify the Hospital against any losses or damages to the contractor's property.		
10.4	Every endeavour will be made to protect the firm's property, but the Hospital will not accept responsibility for any loss or damage thereof.		
10.5	Obey all applicable Hospital rules and regulations whilst on hospital premises.		
10.6	Answer any claim arising from injury – fatal or otherwise and proved to have been caused due to negligence on the part of the contractor or his employee(s) to any person legally on Hospital premises.		
10.7	The Hospital will not accept any responsibility in the event of injury, fatal or otherwise to the contractor or his staff on Hospital premises in the execution of their duties.		
10.8	The Contractor will accept responsibility for any damage caused by the contractor, his/her equipment or his/her personnel or by whatever means to Hospital property to staff or members of the public and their property legally on Hospital premises.		

		COMPLY / DO NOT COMPLY	COMMENTS
11	NB: FAILURE TO REPLY ON THE BELOW MAY INVALIDATE YOUR BID		
11.1	GENERAL		
11.2	Receipt of the invitation to bid does not confer any right on any party in respect of the services or in respect of, or against, the Department of Health. Tygerberg Hospital reserves the right, in its sole discretion.		
11.3	To withdraw any services from the bid process, to terminate any party's participation in the bid process or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party; accordingly, parties have no rights, expressed or implied, with respect to any of the services as a result of their participation in the bid process		
11.4	To amend the bid process, closing date or any other date at its sole discretion.		
11.5	To cancel the bid or any part of the bid before the bid has been awarded.		
11.6	Not to accept the lowest or any other bid and to accept the bid which it deems to be in the best interest of Tygerberg Hospital.		
11.7	Not to award the bid to the highest points or lowest price.		
11.8	To reject all responses submitted and to embark on a new bid process.		
12	LIABILITY		
12.1	The contractor shall at all times be responsible for the acts and omissions, e.g. death, injury, assault, unlawful unrest, etc. of his 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.		
12.2	The contractor indemnifies and holds the Provincial Government blameless against the damage to property and loss or property of the Provincial Government and any third party that may be involved.		
13	IMPORTANT		
13.1	The successful bidder must obtain Public Liability Insurance at his own cost commensurate with the risks to which he is exposed.		
13.2	Such insurance must also make provision for all vicarious losses and claims for which the bidder or his staff may be responsible.		
13.3	It is a condition of this bid that the successful bidder must submit proof of its Public Liability Insurance within two (2) weeks upon the award of the contract.		
13.4	Any non-compliance with this condition will render the contract award null and void .		
13.5	Proof of validity of the Public Liability Insurance cover to be submitted on a quarterly basis to the Supply Chain Management Unit – Contract Administration Section.		

		COMPLY / DO NOT COMPLY	COMMENTS
13.6	It is mandatory that all health workers be vaccinated against HEPATITIS B.		
13.7	Three doses of vaccine are required each four weeks apart. Booster doses are required every five years.		
13.8	Workers who have been vaccinated less than five years ago, do not require vaccination.		
13.9	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 vaccinated.		
13.10	The onus is on the employee and the service provider to provide proof of vaccinations.		
14	ADVERTISING AND TRADING		
14.1	Neither the successful bidder nor his staff shall be entitled to offer any article for sale, sell any article or distribute any article free of charge on the site or participate in money lending schemes.		
14.2	SUB-CONTRACTING OR EMPLOYMENT OF STAFF FROM OTHER PARTIES		
14.3	The contractor shall make use only of his own site-trained Cleaners in accordance with the specifications described in this bid.		
14.4	No other person shall at any time replace or relieve any of the contractor's employees.		
14.5	Should any problems arise, the contractor must immediately discuss the matter with the User.		
15	CHANGES TO BIDDER'S OPERATIONAL STATUS		
15.1	As the bid is awarded on the information provided/available at the time, the successful bidder must maintain the status quo for the contract period.		
15.2	Should any deviation or changes occur, the successful bidder must advise the Department accordingly.		
15.3	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.		
16	SERVICE LEVEL AGREEMENT		
16.1	A Service Level Agreement will be negotiated with the successful bidder to specify the norms and standards as per IPC framework guideline.		
17	CONTRACT PERIOD		
17.1	The contract period is for a (3) Three-Year period .		
18	PERMANENT REDUCTION OR INCREASE IN SCOPE OF SERVICE		
18.1	The Hospital reserves the right to permanently decrease the number of Cleaners by giving the Service Provider 3 months (90 days) written notice of its intention to do so.		

		COMPLY / DO NOT COMPLY	COMMENTS
18.2	The reduced price shall be negotiated with the Service Provider and shall be calculated on a proportional basis.		
18.3	Similarly, the Hospital reserves the right to permanently increase the number of Cleaners.		
18.4	The increased price shall be negotiated with the Service Provider and shall be calculated on a proportional basis.		
19	ADDITIONAL LABOUR		
19.1	Additional Cleaners may be required from time to time by Hospital Management to perform specific duties in areas that are not included in this contract.		
19.2	The Hospital will stipulate whether a Cleaner is required for a 5-hour, 8-hour or 12-hour shift.		
20	PENALTIES AND PRO RATA DEDUCTIONS		
20.1	Deductions and penalties will be incurred against the Service Provider for every hour of work not performed according to the Bid specification and conditions. (Part of an hour will be regarded as a full hour.)		
20.2	The Service Provider will be penalized, and pro rata deductions will be made for not adhering to Bid specifications.		
20.3	Penalties will be issued per transgression per person per day.		
20.4	The Hospital Contract Manager will inform the Manager in writing of any transgression and pending the seriousness of the transgression, offer the Service Provider time any transgression and pending the seriousness of the transgression, offer the Service Provider time to remedy the situation.		
20.5	Failure to remedy will result in issuing of a penalty.		
20.6	The service Provider will have 7 days to dispute the penalty and allow both parties to consult and agree on the resolution. Failure to follow the dispute process within the timeframe, will result in the penalty being imposed and the Service Provider will be expected to issue a credit note for the value of the penalty.		
21	MISCELLANEOUS PENALTIES		
21.1	Late postings per person (½ hour after schedule time) R1000.00 per person.		
21.2	Postings more than 2 hours after scheduled time R2000.00 per person.		
21.3	Failure to post per person per day R5000.00 per person.		
21.4	Sleep on duty R1000.00 per occurrence.		
21.5	Failure to wear and display identity cards R500.00 per occurrence.		
21.6	Failure to adhere to dress code R5000.00 per occurrence.		
21.7	Absent from point of duty without permission R2000.00 per occurrence.		

		COMPLY / DO NOT COMPLY	COMMENTS
21.8	Posting of untrained staff R5000.00 per occurrence.		
21.9	Failure to provide a relief R5000.00 per occurrence		
21.10	Failure to comply or adhere to required working hours as indicated per posting site R5000.00 per occurrence per person.		
21.11	Failure to comply with the contract SLA - R5000 per occurrence		
22	OCCUPATIONAL HEALTH AND SAFETY ACT		
22.1	The Service Provider shall accept liability in terms of Section 37 of the Occupational Health and Safety Act (No. 85 of 1993).		
23	PROTECTION OF SERVICE PROVIDER'S STAFF		
23.1	The Department shall not be held liable for any contracted illness or infection to the Service Provider or his staff arising from their duties.		
23.2	The Service Provider shall ensure on a continuous basis that all staff is inoculated against HEPATITIS B .		
23.3	In this connection the Service Provider shall maintain on-site, a file with certificates of inoculation for inspection by the Hospital Management.		
23.4	LOSS, DAMAGE AND SAFEKEEPING OF HOSPITAL PROPERTY		
23.5	The Service Provider is to exercise every precaution to ensure that all Hospital equipment and property entrusted to his care is secure and the possibility of loss, unauthorised use and damage is minimised.		
23.6	Excepting fair wear and tear, the Service Provider shall be responsible for any loss or damage to hospital equipment and property in his possession at all times.		
23.7	The Service Provider undertakes to replace such items in the event that equipment or property in his possession is damaged, destroyed, lost or stolen, notwithstanding the cause of the damage, destruction or loss.		
23.8	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		
23.9	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.		
23.10	Authorised Hospital Representatives of Hospital Management, Hospital Infection Control, Hospital Security and the Contract Administrator shall be given reasonable access to any facility at		

	all times by the Contractor.		
23.11	Such access may not be refused for functional, control or inspection purposes when requested in writing by the Hospital Management.		
		COMPLY / DO NOT COMPLY	COMMENTS
23.12	Any wilful or negligent damage to the building, fittings or equipment will be for the Contractor's own responsibility and account to make good.		
23.13	No change/alterations/additions to the building or infrastructure are allowed without prior written authority from the Hospital Engineer.		
24	HOSPITAL PROPERTY FOUND		
24.1	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.		
25	PARTICULARS OF CLEANERS TO BE DEPLOYED AT THE SITE		
25.1	The Service Provider must provide full particulars of the Cleaners to be deployed one (1) week prior to the commencement of the service.		
25.2	A separate list must be completed for each posting.		
25.3	The Service Provider, at his own cost, must make all staff that are to be deployed at the site available for on-site training before commencement of the service period.		
25.4	The training should not take longer than one day.		
25.5	Provide proof that all staff employed on this site undergo training in cleaning methods/procedures since the commencement and duration of the contract.		
25.6	<u>Wards Management</u> – Environmental cleaning, dusting, IPC procedures, terminal cleaning, deep cleaning, spillages, colour coding cleaning.		
25.7	<u>Theatres Management</u> – Environmental cleaning before and after every procedure, body-fluid spillages, IPC procedures, colour coding cleaning.		
25.8	WASTE MANAGEMENT - MEDICAL WASTE AND GENERAL WASTE		
25.9	<u>General Waste</u> – Black bags, clear bags, ward bags, office bins, toilet bins, kitchen bins, passage bins		
25.10	<u>Medical Waste</u> – Red bags, medical boxes, sharp containers, Anatomical waste, Cytotoxic waste.		
25.11	<u>Linen Management</u> – Soiled linen, clean linen, dirty linen, condemned linen.		

25.12	Water Management – Clean water, dirty water, soiled water, Isolation room water, Infectious room water.		
25.13	PPE - Correct usage and disposal.		
25.14	IPC - Procedures and Protocols.		
25.15	Health and Safety protocols.		
25.16	Effective usage of a spill-kit .		

		COMPLY / DO NOT COMPLY	COMMENTS
25.17	Lifts - Correct cleaning methods for lifts.		
25.18	Food Hostess duties.		
26	The Service Provider shall ensure that the staff provided shall be cleared by the South African Police Service to indicate that they have no criminal record.		
27	The Service Provider must submit LEVEL OF VETTING and proof of the South African Police Clearance certificates prior to the commencement and for the duration of the contract.		
28	Officials who have contact with children / Leaners is required to be vetted against the NRSO (National Register for Sex Offenders) and the National Child Protection Register.		
29	The Service Provider should obtain CV's, perform RECRUITMENT and Selection process, practical tests and Interviews off-site prior to the commencement and for the duration of the contract		
30	The PAYROLL must be captured and finalized off-site at the Service Providers office.		
31	GENERAL STANDARDS FOR SITE ADMINISTRATION AND CLEANERS		
31.1	PROFILE OF CLEANERS (ALL STAFF) TO BE PROVIDED:		
31.2	Must be a South African Citizen.		
31.3	Or have a valid work visa.		
31.4	Must be able to work independently.		
31.5	Must be able to communicate, read and write in at least two of the three official languages of the Western Cape of which English is a requirement.		
32	PROVIDE COPIES OF THE FOLLOWING DOCUMENTS ON THE DAY OF ASSUMPTION OF DUTY AND FOR THE DURATION OF THE CONTRACT.		
32.1	Any changes in staff must be reported to the Contract Administrator(s).		
32.2	CV of employee		
32.3	Copy of highest school qualification		
32.4	Copy of cleaning related training certificate		
32.5	Proof of Hepatitis B injection		
32.6	Employee number		
32.7	Copy of ID or work Visa		
32.8	SAPS Vetting results		
33	IDENTIFICATION CARDS FOR EVERY CLEANER (ALL STAFF)		
33.1	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.		

		COMPLY / DO NOT COMPLY	COMMENTS
34	ON-SITE ADMINISTRATION		
34.1	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.		
35	ALTHOUGH DETAILS MAY DIFFER, THE FOLLOWING ASPECTS SHALL BE DEALT WITH		
35.1	The Code of Conduct of the Cleaner.		
35.2	Standards of performance of Cleaners and deviations from standards.		
35.3	Uniform and dress standards.		
35.4	Equipment to be used.		
35.5	Duty lists and duty sheets (shift rosters).		
35.6	Lost and found property administration.		
35.7	Controlling of services and Attendance.		
35.8	Removal of Cleaners from the site.		
35.9	Reporting of incidents to the user.		
35.10	Time and Attendance registers as well as late coming.		
35.11	Redeployment of Cleaners.		
36	CONDUCT OF CLEANING STAFF		
36.1	The Department expects the highest possible standard of conduct from the cleaning staff.		
37	CHANGES AT POINTS OF DUTY		
37.1	The User/Client has the right to inform the Service Provider to redeploy Cleaners to best advantage, either permanently or temporarily.		
37.2	The Cleaners will work in conjunction with Hospital Housekeeping and will be deployed from a central office as the need may arise.		
38	CONTINUITY OF SERVICE		
38.1	The Service Provider is to ensure that the specified numbers of Cleaners are continuously deployed at each any point of service during each shift.		
38.2	Cleaners may not leave their registered point of duty during or after their shift unless relieved by another Cleaner.		
38.3	This includes tea breaks, lunch breaks, smoke areas and toilet breaks.		
39	MEAL BREAKS		
39.1	During a meal interval the employee may be required from time to time to perform duties on request that cannot be left unattended (in cases of emergency).		
39.2	Arrangements will then be made for the employee to take their meal interval later.		

		COMPLY / DO NOT COMPLY	COMMENTS
40	DUTIES		
40.1	The Service Provider is to provide after consultation with the Hospital Authorised Representative, prior to the commencement of the service detailed activities to be carried out for each post which is to form the basis of a site procedure manual at each post		
40.2	The User may from time to time expect Cleaners to be of assistance in performing duties other than cleaning duties on condition that such duties are not of a permanent nature and only in emergencies or abnormal circumstances .		
40.3	The User shall, however, not instruct cleaners to perform any task which may be detrimental to the employee's safety or health , is beyond his strength or competence or which may have a negative effect on his status and dignity.		
40.4	Ensure that staff including Supervisors are rotated regularly .		
41	DUTIES OF THE DEPARTMENT		
41.1	The Department hereby entrust all such powers and duties to the Service Provider as are required to enable the Service Provider to lawfully perform its duties in terms of this Agreement effectively and competently.		
41.2	The Hospital's Contract Cleaning Administrator(s) shall communicate with the Site Manager on an ongoing basis about routine issues and to monitor the standard and quality of the services rendered.		
41.3	The Hospital's Contract Cleaning Administrator(s) shall also address operational and technical problems that may arise in consultation with the Site Manager.		
42	Monthly and other ad hoc meetings will be held with the Contractor and other stakeholders.		
43	DUTIES OF THE SERVICE PROVIDER		
43.1	THE SERVICE PROVIDER SHALL		
43.2	Exercise reasonable skill, care and diligence in performing the Services.		
43.3	Ensure that Services are performed in accordance with the deliverables and obligations as recorded in the Service Level Agreement ; and		
43.4	Appoint a person with the necessary skills and expertise to supervise and co-ordinate the performance of the Services.		
43.5	The Service Provider shall perform the Services according to best practices and with the requisite skills, expertise and knowledge.		
43.6	The Service Provider shall ensure that all Services conform to the requirements contained in the Specifications, the terms and conditions of this Agreement and all other requirements contained in the bid		

	documents.		
		COMPLY / DO NOT COMPLY	COMMENTS
43.7	The Service Provider shall make itself available to attend meetings called by the Department and provide any feedback or information requested during those meetings.		
43.8	The Service Provider shall provide a comprehensive cleaning service including equipment and consumables.		
44	PARTICULARS OF CLEANERS TO BE DEPLOYED AT THE SITE		
44.1	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.		
44.2	Details are to include off-days, relievers, names, surnames and point to which he/she is to be deployed.		
44.3	Daily changes to the roster and reasons therefore are to be communicated to the User immediately.		
45	POSTING OF CLEANERS AND INSPECTION		
45.1	Should an incident occur the Service Provider shall hand in a detailed written report to the User within 24 hours of incident occurring.		
45.2	Inspections and posting of Cleaners on site must be done before every shift in terms of a duty roster.		
46	PERMANENCY		
46.1	The Service Provider shall provide a list of Cleaners, including relievers , working permanently for the period of the contract, if it is <u>practically possible</u> .		
46.2	When in exceptional cases it's necessary that new staff must be trained, these staff must perform a 12-hour day shift (at his own cost) for training before they will be allowed on duty for a normal shift.		
46.3	No untrained personnel will be allowed on the premises.		
47	SITE MANAGEMENT/SUPERVISION		
47.1	The Service Provider is responsible for overall management and supervision of the Cleaners provided in terms of the agreement.		
47.2	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.		
48	HOSPITAL AND PRIVATE PROPERTY		
48.1	The Contractor shall immediately return to the Hospital Security any item of Hospital or private property found in the course of their duties.		
48.2	The Contractor is to exercise every precaution to ensure that all hospital property entrusted to his care is secure and the possibility of loss, unauthorised use and damage is minimised.		
49	LIAISON		
49.1	The Contractor shall appoint a Contract Project Officer who shall work in close co-operation with the Hospital Contract Administrator to facilitate the flow of accounts, payments, information, solving of		

	problems, etc. between the parties.		
		COMPLY / DO NOT COMPLY	COMMENTS
49.2	The Hospital shall likewise appoint a Hospital Contract Administrator to communicate with the Contract Project Officer on an ongoing 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.		
49.3	The Contract Project Officer shall liaise with the Hospital Contract Administrator(s) on a daily basis.		
50	MONITORING		
50.1	The Hospital Contract Administrator(s) 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.		
50.2	Control sheets and management reports shall be submitted to Hospital Contract Administrator on a weekly basis.		
51	BIOMETRIC SYSTEM - PRINTABLE AND DOWNLOADABLE		
51.1	The Service Provider will be obligated to install and implement on-site of Tygerberg Hospital a printable and downloadable time and attendance register system at own cost.		
52	COMMUNICATION		
52.1	The Hospital's Contract Administrator shall communicate with the Contract Project Officer on an ongoing basis about routine issues and to monitor the standard and quality of the service rendered.		
52.2	The Hospital's Contract Administrator shall also address operational and technical problems that may arise in consultation with the Contract Project Officer.		
52.3	A Standing Liaison Forum with identified role players from the Hospital and Contractor will be held on at least a quarterly basis.		
52.4	Monthly and other ad hoc meetings will be held with the Contractor and other stakeholders a determined by the Hospital's Contract Administrator(s).		
53	REPORTS, INCLUDING REPORTS RELATED TO INJURY ON DUTY		
53.1	The Service Provider shall implement and maintain systems and procedures to report writing, record and collate all reports correctly and accurately and submit daily to the Contract Administrator(s).		
53.2	Liaison of enquiries and complaints daily with the Contract Administrator(s).		
53.3	The Service Provider will report all injury on duty to the Hospital OHS section where they will receive immediate observation and be stabilised, where after the person can be referred to the Service Provider's choice of Medical Facility for further treatment.		

		COMPLY / DO NOT COMPLY	COMMENTS
54	FACILITIES		
54.1	STAFF FACILITIES		
54.2	In terms of the Facilities Regulations promulgated in Notice R924 it is a requirement that proper facilities are provided for workers in terms of safekeeping of possessions, toilets, changing rooms and dining facilities.		
54.3	The Contractor shall be responsible to comply with these regulations at his own cost.		
55	HOWEVER, THE FOLLOWING FACILITIES ARE MADE AVAILABLE FOR THESE PURPOSES UNDER THE FOLLOWING CONDITIONS:		
55.1	CHANGE ROOMS AND TOILETS		
55.2	A tearoom and changing room at C-Lower Ground (Parade area) shall be made available at no charge to the Contractor for the duration of the contract in order to comply with the abovementioned regulations.		
55.3	The Change Room Complex shall be staffed, controlled, managed and supervised by the Contractor who shall have a Supervisor on duty at the Change Room Complex whenever the change rooms are open.		
55.4	The Change Room Complex shall not be used as a rest room, dining (eating of meals or snacks), recreation, playing of games or meetings		
55.5	It shall only be used for the purpose of safekeeping (lockers) and changing facilities as described in the Regulations.		
55.6	The CONTRACTOR SHALL PROVIDE SAFEKEEPING LOCKERS for the Contractor's staff.		
55.7	The Contractor shall be responsible for the security of the entire change room complex as well as the safekeeping of Hospital property entrusted to his care whilst the change room complex is open.		
55.8	The Contractor is to devise and implement control systems to prevent vandalism, graffiti, theft and damage to the building infrastructure and fittings etc.		
55.9	The Contractor shall ensure that adequate notices are displayed informing all users that the safekeeping facilities (lockers) are used at their own risk.		
55.10	The Contractor is to provide all the necessary staffing, services and consumables at his own cost to keep the change room complex in a clean and hygienic condition.		
55.11	The Hospital shall be responsible for normal maintenance issues i.e. leaking taps, locks, lighting, blockages, etc. which are to be reported to the Contract Administrator(s).		

55.12	The Contractor shall permit Hospital staff and other third-party persons use of the facilities without any compensation being payable.		
		COMPLY / DO NOT COMPLY	COMMENTS
55.13	However, each such person wishing to use the safekeeping and change room facilities must apply to do so in writing to the Contractor and the form submitted to the Contract Manager for authorisation.		
55.14	Use of the toilet banks is to be permitted for any person, no prior authorisation will be required.		
56	ADMINISTRATION AND STORAGE FACILITIES		
56.1	An area at lower ground will be available for storage of equipment.		
56.2	The area shall be staffed, controlled, managed and supervised by the Contractor who shall have a Supervisor on duty at the area whenever it is open.		
56.3	The Contractor shall be responsible for the security of the entire area as well as the safekeeping of Hospital property entrusted to his care		
56.4	The Hospital shall be responsible for normal maintenance issues i.e. repairs/servicing to locks, lighting, blockages, etc. which are to be reported to the Contract Administrator(s).		
56.5	The Contractor is to provide all the necessary staffing, services and consumables at his own cost to keep the area in a clean and hygienic condition.		
57	OTHER FACILITIES		
57.1	It may be necessary for operational reasons to establish other similar satellite facilities in other buildings for use by the Contractor.		
57.2	Where this occurs, it will be formally documented together with the condition of use and appended to the Service Level Agreement.		
58	STAFFING		
58.1	ORGANISATION		
58.2	Sufficient and appropriate numbers and levels of staff must be provided by the Contractor to render the specified on-site (TBH) services satisfactorily and efficiently at all times.		
58.3	DAY		
58.4	1. Site Manager x 1 Mon-Fri (8 hrs)		
58.5	2. Supervisors x 4 Mon-Sun (11 hrs)		
58.6	3. Cleaners x 41 Mon-Fri (8 hrs) and 70 Mon-Sun (11 hrs)		
58.7	4. General Workers x 20 Mon-Sun (11hrs)		
58.8	NIGHT		
58.9	1. Supervisors Night x 2 Mon-Sun (11 hrs)		
58.10	2. Cleaners Night x 31 Mon-Sun (11 hrs)		

59.11	3. Reliever staff for off duty and absenteeism must be provided daily for day shift and night shift.		
59.12	Bidders shall submit an organogram of the proposed Cleaning Service staff that will be deployed on-site at the Hospital. (Where possible their qualifications, experience and duties must also be provided.		
		COMPLY / DO NOT COMPLY	COMMENTS
59.13	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.		
59.14	Full details shall be submitted of the numbers and categories of staff to be deployed per shift.		
59.15	SHIFT PATTERNS		
59.16	Details i.e. rosters on how staff will be scheduled to meet service requirements.		
60	DRESS CODE OF STAFF		
60.1	The Contractor shall ensure that his staff are appropriately dressed and presentable at all times while on the Hospital premises.		
60.2	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.		
60.3	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.		
61	SMOKING		
61.1	The Contractor's staff shall comply with the Hospital's smoking policy.		
62	CONTROL OF STAFF		
62.1	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.		
62.2	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.		
62.3	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.		
62.4	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 procedure of the Hospital's staff and Hospital functioning.		

62.5	Contractor's staff is to respect the Hospital Patient's Rights to privacy and confidentiality.		
62.6	While on the Hospital premises, staff shall comply with Hospital policy and procedures and shall comply with safety and security directives.		
		COMPLY / DO NOT COMPLY	COMMENTS
62.7	The Hospital's Contract Administrator(s) shall have the right to instruct the Contract Project Officer to remove, from the Hospital premises, any of the Contractor's staff who engages in horseplay, is disorderly, is disruptive, who transgresses any Hospital policy , who is under the influence of alcohol or other substance, who divulges any detail of hospital patients or whose presence onsite is undesirable.		
62.8	No organised labour activity is allowed on Hospital premises.		
63	CLEANING CONTRACT ASSOCIATION (NCCA)		
63.1	It is a condition of this bid that the Service Provider is registered with a Cleaning Contract Association such as the National Cleaning Contract Association for a continued period of not less than one year and the status quo shall remain for the contract period.		
63.2	The Service Provider must provide annually the National Cleaning Contract Association renewal certificate upon the expiry date (financial year ending) for the duration of the contract.		
64	JOB DESCRIPTIONS		
64.1	The Service Provider are obligated to provide detailed Job Descriptions outlining the role and responsibilities of each rank.		
65	SOP'S: STANDARD OPERATING PROCEDURES		
65.1	The Service Provider obligated to provide (Sop's) Standard Operating Procedures to ensure tasks are performed uniformly and compliance thereof.		
65.2	The facility will avail a detailed job description in each clinical area, as well as non-clinical area to ensure clarity on what service are expected at each area.		
66	GENERAL SITE SPECIFICATIONS		
66.1	THE FOLLOWING SPECIFICATIONS WILL APPLY TO ALL SITES		
66.2	SCOPE		
66.3	Provision of a comprehensive cleaning service for various areas of Tygerberg Hospital including consumables, equipment and labour as indicated.		
67	VALIDITY PERIOD		
67.1	The bid validity period shall be 90 days from the closing date of the bid.		
67.2	If the bid is withdrawn within this period, the bidder will be liable to compensate the Hospital should a less favourable bid have to be accepted.		
68	CONTRACT PERIOD AND COMMENCEMENT DATE		

68.1	The successful bidder shall commence providing the service at a mutually agreed upon date and time after the signing of form WCBD7.2 "Contract Form – Rendering of Services" and the Service Level Agreement.		
68.2	The contract period shall be for a 3 Year Period (36 Months) which period shall commence at the agreed upon date in paragraph 2.2.1 above.		
		COMPLY / DO NOT COMPLY	COMMENTS
69	TRANSFER AND CESSION OF CONTRACT		
69.1	The successful bidder must provide the proposed cleaning service himself.		
69.2	The use of sub-contractors will not be allowed.		
69.3	The successful bidder may not cede, transfer, sell or alienate this contract or any part of it in any way to any person or company within the first 3 (three) months of the contract.		
69.4	The contract may only be ceded/transferred after this period with prior written permission from the Chief Financial Officer - Western Cape Department of Health and provided that the cessionary is able to comply with all requirements of this contract.		
70	BREACH, TERMINATION AND EXPIRY OF CONTRACT		
70.1	Should either party commit a breach of the provisions of the contract and fail to remedy the breach within 14 (fourteen) days after receipt of written notice to do so, the non-defaulting party shall be entitled to cancel the contract on written notice, sent to the other party at the address appearing in the bid documents, without prejudice to any other right which the non-defaulting party may have as a result of such breach.		
70.2	The parties agree that the provision of Paragraph 23 of the General Conditions of Contract will apply in such an event, if it is not in conflict with this contract		
70.3	The Contractor agrees that the Hospital premises may be viewed at any reasonable time by other prospective bidders during the last 6 months of the contract period.		
71	GENERAL DESCRIPTION OF CLEANING SERVICE		
71.1	The Contractor shall provide the services as detailed above in accordance with the standard set and the requirements of the client.		
71.2	The Contractor will supply all cleaning materials, hand soap and hand towels for staff toilets and public areas and equipment necessary for carrying out of the contract.		
71.3	Datasheets and specifications must be provided to ensure quality products.		
71.4	A representative of the contractor shall visit the hospital every 2 weeks to accompany a designated hospital staff member on inspections.		
71.5	The appointed contractor shall have a MINIMUM OF 5 YEARS' EXPERIENCE IN CLEANING OF MEDIUM TO LARGE BUSINESS OF WHICH 3 YEARS MUST BE AT A HOSPITAL and should allow its staff to be accessible to in-service training from Hospital personnel on relevant work related issues.		
71.6	Control measures to be utilised by the contractor to monitor the		

	timekeeping of the workforce.		
71.7	Identification/logos to be worn by contractors and employees at all times, in addition to the employee's uniforms.		
71.8	A weekly/monthly control checklist to advise payment will be used by the hospital staff to monitor work effectiveness.		
		COMPLY / DO NOT COMPLY	COMMENTS
71.9	THE CONTRACTOR'S STAFF SHALL BE TRAINED BY THE CLIENT TO PERFORM SPECIAL TASKS, E.G.		
71.10	Medical Waste at Ward level		
71.11	Handling emergency requests		
71.12	General Waste		
71.13	Soiled linen		
71.14	Linen storeroom		
71.15	Linen stock take protocol at ward level		
71.16	Food Hostess duties at ward level		
71.17	Ward specific protocols, etc.		
71.18	The Contractor's staff will be required to respond to EMERGENCY CLEANING needs even outside designated areas but within the hospital/institute (i.e. flooding and spillages - Wards, Core and Non-Core areas AT NO ADDITIONAL COST).		
71.19	The Contractor shall investigate and liaison with the Contract Administrators(s) any staff transgression as reported to them regarding disappearing from point of duty, absenteeism, alcohol abuse, extended lunch or tea breaks and replace staff when necessary.		
71.20	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.		
72	GENERAL REQUIREMENTS		
72.1	A (SLA) SERVICE LEVEL AGREEMENT shall be entered into with the successful Bidder that will include the norms and standards and area specific job descriptions in line with the NIPC framework.		
72.2	Adequate stock levels must be maintained at all times.		
72.3	The Contractor shall supply an adequate labour force in order to render a service of a standard acceptable to the client.		
72.4	Substitute staff must be provided for persons on leave, or sick at no additional cost to the client .		
72.5	A Supervisor with the necessary skills must be available at all times to plan and monitor the work.		
72.6	The Hospital Contract Administrator(s) shall be able to communicate with the Site Manager / Supervisor daily in order to report areas that requires immediate attention, i.e. floods, etc.		
72.7	Supervisors/Cleaners must report faulty toilet, infrastructure, appliances to the Hospital Contract Administrator(s).		
72.8	The relevant Principle Housekeeping Supervisor overseeing the zone including public areas or the Operational Manager of the relevant ward/component, who will complete a repair requisition for repair of infrastructure or equipment and provide feedback on		

	pending repairs.		
72.9	The Site Manager must report faulty toilet appliances of all areas (wards) and provide ongoing feedback on the pending repairs.		
72.10	The Site Manager will accompany the Contract Administrator(s) of Tygerberg Hospital on monthly inspections of the area.		
		COMPLY / DO NOT COMPLY	COMMENTS
73	MAINTENANCE OF FLOORS		
73.1	The upkeep and maintenance of floors are of utmost importance.		
73.2	Furnish an updated list monthly of all floors stripped and sealed since the commencement and for the duration of the contract.		
73.3	The whole Hospital must be striped and sealed at least once a year .		
73.4	A programme to cover all area's must be presented to the Hospital Contract Administrator.		
74	SPECIAL CASES		
74.1	The Hospital Management retains the right to call on the Contractor in cases of EMERGENCY CLEANING i.e. flooding and spillages (Wards, Core and Non-Core areas AT NO ADDITIONAL COST) in the areas as set out in part 6: Site Specific Specifications above and beyond their normal duties as set out in part 6.		
74.2	CONTROL MEASURES		
74.3	Cleaning Supervisors must have undergone and given appropriate training.		
74.4	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.		
74.5	Cleaners must have a name badge indicating company name, rank and name.		
74.6	Protection clothing to be changed into on site.		
74.7	Under no circumstances may agency staff leave the Hospital premises or unit wearing protection clothing.		
74.8	The successful company must maintain a register on a daily basis in order to monitor signing-in and signing-off times in areas of deployment.		
74.9	Copies of the relevant hours recorded must be reconciled and attached to all invoices.		
74.10	Real time attendance must be recorded and presented daily to the hospital Contract Manager.		
74.11	Continuous duty without the laid down off duties will not be allowed.		
74.12	Relievers for off duty and absenteeism must be provided.		
74.13	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 Contract Administrator(s).		

74.14	Liaison with the Contract Administrator(s).		
75	OBLIGATIONS OF TYGERBERG HOSPITAL		
75.1	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.		
75.2	The Department shall provide a storage area for the contractor's equipment and consumables.		
75.3	The Department may provide a staff change room for the contractor's staff on site.		
		COMPLY / DO NOT COMPLY	COMMENTS
76	TELEPHONE		
76.1	The Contractor shall be responsible for the cost of the installation of a private telephone line.		
76.2	The Hospital will provide a telephone line for internal calls only, inside the Hospital complex, and that will be free of charge.		
76.3	Any external calls are for the Contractor's own account.		
76.4	The Contractor will also provide their own PC, printer, network (LAN/ wifi) internet connectivity at the company's own expenses including maintenance and repairs thereof.		
76.5	The telephone line enables internal communication 24/7 for routine communication and during Emergencies throughout day and night i.e. Night Matron Management. Availability to attend to the telephone.		
76.6	The Department shall have a Contract Administrator for the Contract, who will be responsible for handling queries, complaints, etc.		
76.7	CONSUMABLES TO BE SUPPLIED BY THE SERVICE PROVIDER		
76.8	The Service Provider shall supply toilet paper, hand towels, black plastic bags and clear bags for all the toilets and bins that have to be cleaned in public areas in accordance with the contract.		
76.9	Clinical areas will supply their own supplies.		
77	OBLIGATIONS OF TYGERBERG HOSPITAL		
77.1	TYGERBERG HOSPITAL SHALL SUPPLY CLEANING PERSONNEL TO BE DEPLOYED IN WARDS WITH TRAINING IN:		
77.2	IPC and Prevention of injury ("sharps").		
77.3	Hospital policy on Waste Management.		
77.4	Stock Control – Linen, cutlery and crockery.		
77.5	Equipment (PGWC) (as and where stipulated in Part 6: Site Specific Specifications) – report if repairs needed (complete repair requisition).		
77.6	Policy on Linen Management and Audit count.		
77.7	Policy on Food Hostess duties at ward level.		
78	Tygerberg Hospital shall supply the site Supervisors with repair requisition books.		
79	LABOUR FORCE		
79.1	The Contractor shall determine the number of workers to render an acceptable standard of cleaning service to the Hospital and		

	should not be less than the prescribed tender order.		
79.2	A worker's labour force less than described WILL NOT be considered, penalties will be imposed.		
79.3	The Contractor must comply and adhere to the working hours as indicated per posting site.		
79.4	The staff allocation to various positing sites are projected indication for the Cleaning need.		
79.5	This Institution reserves the right to increase or decrease the number of staff and to withdraw staff in areas and place the appropriate number of staff where the need may arise.		
		COMPLY / DO NOT COMPLY	COMMENTS
79.6	Furthermore, the Institution has the right to deploy Contractor's staff within the facility as the need arise subject to consultation with the Site Manager.		
79.7	The greatest part of the labour force should preferably be from the local area (geographically nearby residential areas) to avoid the service to be crippled during a taxi strike or other unforeseen circumstances.		
79.8	The Bidder shall submit a project implementation plan of how they intend to render an efficient service with the number of staff offered to comply with the bid requirements.		
79.9	Failure to comply herewith may result in the bid not being considered for evaluation purposes		
80	This plan shall include:		
80.1	The number of personnel the bidder is going to employ to render a sufficient service.		
80.2	Details of the capacity in which such personnel will be appointed i.e. supervisory capacity, cleaners, etc.		
80.3	The quantity and gender of each of the category employees that will be employed for the rendering of the service.		
80.4	Detailed particulars of the Government Gazette and Government Notice used to calculate the employee's wages.		
81	EQUIPMENT AVAILABILITY		
81.1	Effective, proper equipment to perform the said schedule of activities/to be sufficient for staff use and available at all times.		
81.2	The Contractor shall keep all equipment to be used on the Hospital premises in good working condition		
81.3	If problems are experienced with equipment, especially electrical equipment, it must be replaced immediately with a substitute if it has to be removed from the hospital premises for repairs, or permanently replaced with another machine.		
81.4	The maintenance record (status of equipment) show that the supplied cleaning machines are regularly serviced and in good working order or replaced.		
81.5	Furnish a list quarterly for the duration of the contract.		
82	THE EQUIPMENT MUST INCLUDE BUT IS NOT LIMITED TO:		
82.1	Buffing, Scrubbing machines – Industrial.		
82.2	Blower fans (drying of floor sealer and during flooding).		
82.3	Blue sweeper brooms.		

82.4	Dust pans.		
82.5	Double Bucket systems trolleys (with wringers).		
82.6	Extension leads of 20 meters with reel.		
82.7	High pressure washer gun machine.		
82.8	Ladders.		
82.9	Mops (to be exchanged with new mops every second month).		
82.10	Scrapers for bubble-gum.		
82.11	Wax applicators.		
82.12	Wet floor signs.		
82.13	Vacuum Machines.		
82.14	Wet Pick-Up Vacuums - Industrial		
		COMPLY / DO NOT COMPLY	COMMENTS
82.15	Water boots (flooding)		
82.16	Appropriate lockable office furniture and lockers.		
82.17	Computer or laptop		
82.18	Printer		
82.19	Internet connectivity		
82.20	Biometric system with installation, including maintenance and repairs thereof (time and attendance registers)		
83	CONSUMABLE AVAILABILITY		
83.1	Sufficient stock of cleaning consumables to be supplied by successful bidder for non-clinical / public areas with minimum stock levels to be available at all times.		
83.2	CLEANING OF WARDS AND ALL OTHER AREAS INCLUDING PUBLIC AREAS:		
83.3	The cleaning methods, chemicals and PPE clothing usage/disposal, waste disposal including the correct wastewater disposal must comply with current Hospital protocol including the Infection Prevention measures and protocols. (Refer to Annexure C).		
83.4	All chemicals and cleaning agents must be clearly labelled and stored in containers with screw caps.		
83.5	Consumables to be supplied shall be an approved brand with the SOUTH AFRICAN BUREAU OF STANDARDS / CKS REGULATIONS for the following products:		
83.6	Neutral Detergent equal or similar to Sunlight liquid soap for use in high dusting, washing of walls , floor scrubbing, bumper rails, staircases and windowsill cleaning.		
83.7	All detergents must be environmentally friendly and datasheets must be presented to the Hospital Contract Manager.		
83.8	Stainless steel cleaner for use in lifts, door frames, etc. - smell must not be overpowering to patients and lift users.		
83.9	All-purpose cleaner equal or similar to Handy Andy, sumasan for use in toilet bowls, hand basins, etc.		
83.10	Brass cleaner equal or similar to brasso for use in the cleaning of brass knobs, etc.		
83.11	Floor sealer / dressing 25% solid content or more equal or similar to Polymer		
83.12	Floor stripper compatible with sealer non-ammonia base – smell		

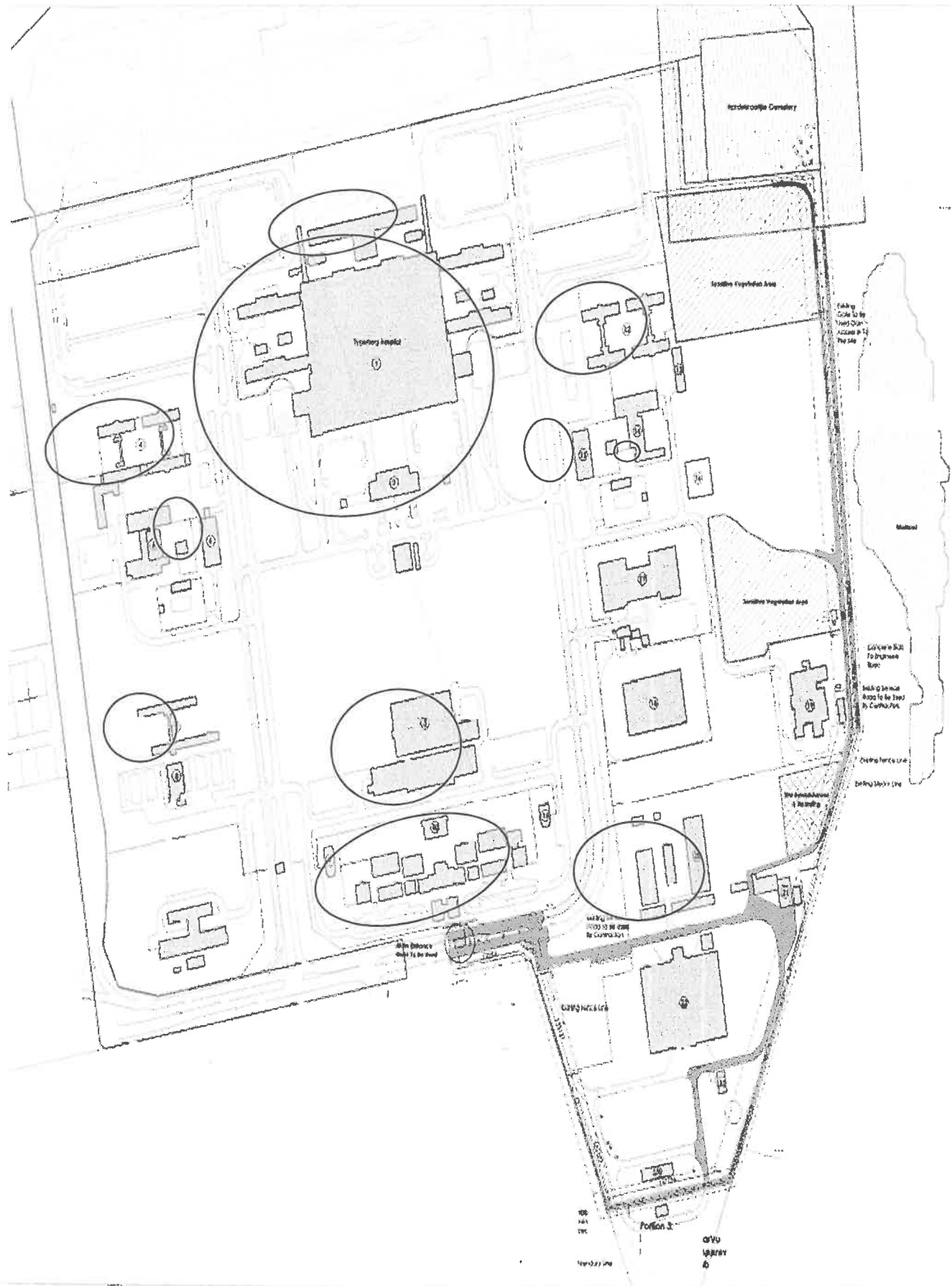
	must not be overpowering to patients, visitors and staff.		
83.13	Air freshener for general use.		
83.14	Degreaser for stubborn dirt such as showers or fatty dirt build-up.		
83.15	Floor pads for buffing and scrubbing of floors.		
83.16	Colour coding to be used.		
83.17	Cleaning cloths to be colour coded for different cleaning applications as in Hospital wards.		
83.18	Any consumables / chemicals (i.e. Jays fluid) as may be required to successfully perform cleaning.		
83.19	Black bags for collection of refuse.		
83.20	Clear bags for bins.		
		COMPLY / DO NOT COMPLY	COMMENTS
83.21	A high-pressure cleaner for cleaning of the "Parade", Entrances and other areas where required.		
83.22	Disinfectant equal or similar to Biocide / Dynacide D6 (6g) powder sachets where there is spillage of bodily fluids.		
83.23	Bleach equal or similar to JIK for the cleaning of mops and other reusable cloths.		
83.24	Paint / koki, stain remover to remove graffiti from surfaces.		
83.25	Polish equal or similar to Mr Min for use in the cleaning of desks and wooden tables.		
83.26	Hand towels (Kimdry) for staff toilets in admin block.		
83.27	Hand soap for staff toilets and public toilets in public areas.		
83.28	Jumbo rolls for window washing.		
83.29	Toilet paper for staff toilets and public toilets in public areas.		
83.30	Spillage-kit for each trolley (spillage of bodily fluids and blood).		
84	PAYMENT		
84.1	Payment will take place ONLY once per month.		
84.2	THE FIRST PAYMENT can only be expected between 45 and 60 days after the commencement of the contract.		
84.3	Thereafter payment may be expected within 30 days of submission of invoice at the end of the month in which the service was provided.		
84.4	The User shall pay to the Contractor the quoted price for the services rendered, with the user retaining the right to deduct from the monthly payments.		
84.5	In the event of the Contractor failing to render a satisfactory service due to an oversight, negligence on the part of the Contractors or lack of supervision, an amount, equivalent to par. 2.15.3 of Section B, part 2, will be deducted of the monthly payment.		
84.6	The Service Provider will be informed in writing of any transgression and will be offered the opportunity to rectify the situation subject to the seriousness of the transgression		
84.7	Once a penalty has been imposed, the company will be informed, and a credit notice must be provided with the invoice before		

	payment can be processed.		
84.8	A weekly/monthly control checklist to advise payment, will be used by the hospital staff to monitor work effectiveness.		
84.9	If at any time during the period of the Contract there is any alteration in the wage rates paid to the employees of the Contractor, which is prescribed by a wage regulating measure having the force of law, the Contractor shall be entitled to adjust the quoted price in accordance with and to the extent of such variation..		
84.10	If required, the Contractor will satisfy the user as to that extent by audited statements .		
84.11	Should the service area increase or decrease as a result of the availability of funds, the quoted price may be adjusted on a pro-rata basis by mutual consent.		
		COMPLY / DO NOT COMPLY	COMMENTS
85	TRAINING AND EXPERIENCE		
85.1	The appointed Contractor should have substantial EXPERIENCE IN THE CLEANING OF HOSPITALS OF NO LESS THAN 3 YEARS SIMILAR INSTITUTIONS and should also allow its staff to be accessible to in-service training from the Contractor as well as the hospital personnel on relevant work-related issues.		
85.2	PROTECTION OF CONTRACTOR'S STAFF		
85.3	The Hospital will not be held liable for any contracted illness or infection to the Contractor or his staff arising from their duties.		
85.4	The Contractor shall ensure on a continuous basis that all staff are inoculated against HEPATITIS B . In this connection the Contractor shall maintain on-site, a file with certificates of inoculation for inspection by the authorised Hospital representative.		
86	LOSS, DAMAGE AND SAFEKEEPING OF HOSPITAL PROPERTY		
86.1	The Contractor is to exercise every precaution to ensure that all Hospital equipment and property entrusted to his care, is secured and the possibility of loss, unauthorised use and damage is minimised.		
86.2	Excepting fair wear and tear, the Contractor will be responsible for any loss or damage to Hospital equipment and property in his possession at all times.		
86.3	The Contractor undertakes to replace such items in the event that equipment or property in his possession is damaged, destroyed, lost or stolen, notwithstanding the cause of the damage, destruction or loss.		
86.4	The Hospital in consultation with the Contractor 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 Contractor, and to withhold such costs from any payment due by the Hospital to the Contractor.		
87	HOSPITAL PROPERTY FOUND		

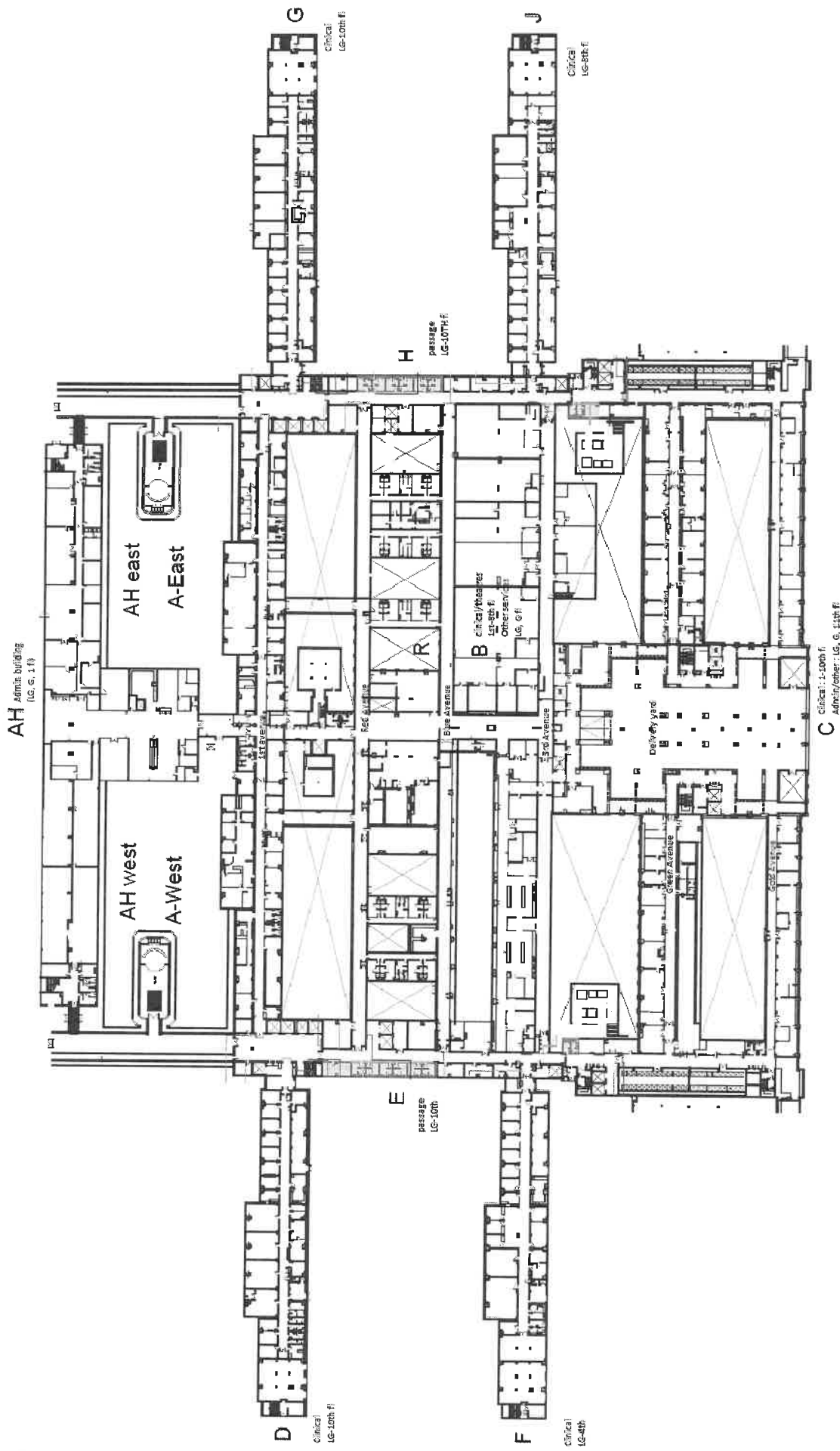
87.1	The Contractor shall immediately return to the authorised Hospital representative any items of Hospital property found/recovered by the Contractor's staff in the course of their duties.		
88	LIABILITY		
88.1	The Contractor is at all times responsible for the acts and omissions, including but not limited to death, injury or assault of its employees when they render any services to the Hospital in terms of the bid or contract.		
89	INDEMNITY		
89.1	The Contractor agrees to hold Tygerberg Hospital harmless and keep it indemnified for the duration of this contract, against all actions, demands, suits, proceedings, costs and expenses which may be taken or made against the Hospital or loss or damage, from any cause arising be incurred or become payable by the Hospital flowing from damage or loss to property or death or injury to persons caused whilst in the course of the agreed service delivery.		
		COMPLY / DO NOT COMPLY	COMMENTS
90	PUBLIC LIABILITY INSURANCE		
90.1	The successful bidder must obtain public liability insurance at his own cost commensurate with the risks to which he is exposed.		
90.2	The successful bidder must submit proof of its Public Liability Insurance within two (2) weeks upon the award of the contract.		
90.3	The Contractor must, on a quarterly basis, submit to the Contract Administrator(s) of Tygerberg Hospital proof of the validity and continuance of its Public Liability Insurance Policy.		
90.4	Should the contractor fail to make regular payments of premiums or, cause for any reasons whatsoever, the policy to lapse, the contract will be rendered null and void and the service provider liable for any loss that Tygerberg Hospital may suffer due to its non-compliance of this clause.		
91	SITE SPECIFIC SPECIFICATIONS		
91.1	PLEASE NOTE		
91.2	HOSPITAL CANNOT GUARANTEE THE 100% CORRECTNESS OF THE SIZES OF AREAS AS INDICATED IN THE BID DOCUMENT.		
91.3	SOME OFFICES MAY HAVE RELOCATED, HOWEVER, CLEANING IN THESE AREAS ARE STILL APPLICABLE.		
92	DEFINITION OF FREQUENCY OF CLEANING AREAS		
92.1	The Service Provider shall provide cleaning services in the entire premises and outside perimeters, Core and Non-Core areas of the Hospital, surrounding buildings and when contingency arises, on any day/night and time of the week.		
92.2	The Service Provider shall be responsible to maintain quality and work efficiency, consistent high cleaning standards.		

92.3	The Contractor's staff will be required to respond to EMERGENCY CLEANING needs even outside designated areas but within the Hospital/institute (i.e. flooding, spillages - Wards, CORE AND NON-CORE areas at no additional costs).		
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THE FOLLOWING BUILDINGS IS MANAGED BY TBH AND RELY ON CLEANING SERVICES.



Lower ground layout





		COMPLY / DO NOT COMPLY	COMMENTS
93	THE HOSPITAL AREAS ARE CATEGORIZED IN THE FOLLOWING:		
93.1	HIGH FREQUENCY CLEANING AREAS		
93.2	Constant presence of Cleaning Staff 24/7, under the direction of the Nursing Unit or any Authority Supervising the area.		
93.3	Monday - Sunday (12-hour shift; including Public Holidays)		
93.4	Dayshift 07:00-19:00 and		
93.5	Nightshift 19:00-07:00		
93.6	MEDIUM FREQUENCY CLEANING AREAS		
93.7	CLINICAL AREAS		
93.8	IN-PATIENT AREAS		
93.9	Monday - Sunday (12-hour shift; including Public Holidays)		
93.10	Dayshift 07:00 - 19:00 and		
93.11	Nightshift 19:00 - 07:00		
93.12	OUT-PATIENT AREAS		
93.13	Monday - Friday		
93.14	Dayshift 07:00 - 16:00		
93.15	NON-CLINICAL AREAS		
93.16	Including all corridors, lifts, staircases and entrances, excluding Ground floor, first floor and Pharmacy areas.		
93.17	Monday - Sunday (12-hour shifts; including Public Holidays)		
93.18	Dayshift 07:00 - 19:00		
93.19	LOW FREQUENCY CLEANING AREAS		
93.20	Offices, Administration areas, Stores and Workshops		
93.21	Once a week		
93.22	Monday - Friday		
93.23	Dayshift 07:00 - 16:00		
93.24	Toilets to be cleaned daily (Staff and Clinics)		
93.25	Monday – Friday		
93.26	Dayshift 07:00 - 16:00		
93.27	In-Patient Areas – Toilets (Daily)		
93.28	Monday - Sunday (12-hour shift; including Public Holidays)		
93.29	Dayshift 07:00 - 19:00 and		

93.30	Nightshift 19:00 - 07:00		
		COMPLY / DO NOT COMPLY	COMMENTS
94	INDEX		
94.1	CORE AND NON-CORE AREAS		
94.2	TOILETS, OFFICES AND SEMINAR ROOMS IN H-PASSAGES AND E-PASSAGES ON ALL 11 FLOORS		
94.3	Toilets room numbers: R17, R19, R21, R23, R25, R27, R51, R52, R241, R243, R2471, R2473		
94.4	Offices room numbers: R7, R11, R15, R31, R37, R40.		
94.5	seminar room numbers: R50, R64, R131 Skills Lab.		
94.6	NON-CORE AREAS		
94.7	Passages, Theatre passages, Boulevards, Nursing Management A-Ground, Clinics, Admin		
94.8	Entrances 1-10, Smoking room/area, Ambulance Deck's East and West		
94.9	Lifts (35 lifts)		
94.10	Patients waiting area toilets		
94.11	Staircases including Emergency stairs and stairs leading to the roof(s)		
94.12	LOWER GROUND FLOOR		
94.13	Asset Management (lg-outside in courtyard)		
94.14	Chapels: East and West		
94.15	Tygerberg Hospital School H-Ig		
94.16	Clinical Engineering and Telecommunications, C-Ig		
94.17	Direct Issues Stores C-Ig, and 1 st floor Theatre Store		
94.18	Main Kitchen Toilets/offices only		
94.19	Support Services, A-Ig, room 165B		
94.20	Union offices, A-Ig		
94.21	Food Services, A-Ig		
94.22	Security Management, A-Ig		
94.23	Clinical Psychologists, A-Ig		
94.24	Reprographics, A-Ig		
94.25	Pest Control, A-Ig		
94.26	Waste Control, H-Ig		
94.27	Medical Gasses, C-Ig		
94.28	Police Office, E-Ig		
94.29	Telephone Exchange (Switchboard), E-Ig		
94.30	D-lower ground office (part of D-ward) – E-Ig		
94.31	Linen Storerooms		
94.32	Waste areas		
94.33	GROUND FLOOR		
94.34	Milk Kitchen		

94.35	Admin building and toilets		
94.36	Occupational Therapy		
94.37	Nursing Management A-Ground and toilets		
94.38	Admissions, Patient Enquiries, Reception East and West, H-gr and E-gr		
		COMPLY / DO NOT COMPLY	COMMENTS
94.39	Death Admin Office, H-gr		
94.40	Linen staff room, H-gr		
94.41	Bed Management H-gr		
94.42	Tube station		
94.43	Clinical Procurement		
94.44	Information Management (IMU)		
94.45	H/R People Practices and Administration		
94.46	PALS Office, E-gr		
94.47	Security – Head of Department, E-gr		
94.48	Security Key room, E-gr		
94.49	Entrance 5 Offices, E-gr		
94.50	Medical Records, Main and Thick Files Store and Scan Centre		
94.51	Pharmacy Main and Stores (Manufacturing, Sterile unit, Vacolifers)		
94.52	Pharmacy Patients Waiting area, toilets		
94.53	Pharmacy Reception		
94.54	Security Sub-Contractors offices		
94.55	Inhouse Security offices		
94.56	1- 11TH FLOOR		
94.57	FIRST FLOOR		
94.58	• Clinics (OPD) 2,3,4,5,6,7,8,10 East, West, Centre (Green Lane and Gold Lane) • A-& B passages • Admissions East and West, toilets • Waiting Areas, toilets • Passages, toilets		
94.59	R1 Porters		
94.60	H1 Porters		
94.61	H1 Outside Burns		
94.62	H1 Bed Management		
94.63	H1 Admissions		
94.64	C1A X-Rays: Radiology		
94.65	E1 Porters control room, including x3 Porters offices in E1 passage		
94.66	E1 Blood Bank (next to C1A X-Rays)		
94.67	E1 Security control room, toilets		
94.68	E1 Trauma Ward		

94.69	E1 Trauma waiting area, toilets		
94.70	E1 Trauma Admissions		
94.71	E1 Triage		
94.72	E1 Admissions		
94.73	E1 Management Office		
94.74	E1 Admin Clerk R2411		
94.75	E1 seminars		
		COMPLY / DO NOT COMPLY	COMMENTS
94.76	SECOND FLOOR		
94.77	R2 Porters		
94.78	C2A Admissions		
94.79	H2 Admissions		
94.80	H2 Patient Admin R15B, R21, R25, R31		
94.81	H2 Paediatrics		
94.82	E2 Seminars		
94.83	E2 Admissions		
94.84	THIRD FLOOR		
94.85	R3 Porters		
94.86	H3 Admissions		
94.87	E3 Admissions		
94.88	E3 Doctors Tearoom		
94.89	E3 Seminars		
94.90	FOURTH FLOOR		
94.91	R4 Auditorium, toilets		
94.92	C4B X-Rays		
94.93	1H4 seminars		
94.94	H4 Neuro R37, R40		
94.95	E4 Medico-Legal		
94.96	E4 Consulting rooms, Case Management, Account controllers		
94.97	FIFTH FLOOR		
94.98	R5 Porters Bronze lane		
94.99	R5 Porters Silver lane		
94.100	R5 Lung Functions Technologist Offices R1091, seminar R791, Toilets R100B		
94.101	B5E Day Surgery		
94.102	B5E passage between Day surgery and R5 passage		
94.103	B5 Physiotherapy, E-passage		
94.104	H5 Quality Assurance		
94.105	H5 Paediatrics and Doctors Tea room		
94.106	H5 Seminars		

94.107	H5 Admissions		
94.108	E5 Chief Clerk R2373		
94.109	E5 Admissions		
94.110	SIXTH FLOOR		
94.111	H6 Admissions		
94.112	H6 Internal Medicine		
94.113	H6 Seminars		
94.114	E6 Admissions		
94.115	E6 Porters offices R15		
		COMPLY / DO NOT COMPLY	COMMENTS
94.116	SEVENTH FLOOR		
94.117	H7 Admissions		
94.118	E7 Admissions		
94.119	C7B Gastro, seminar room R50, Prof Office, Secretary office, toilets, theatre rooms		
94.120	EIGHTH FLOOR		
94.121	A8 Neurology Lab		
94.122	C8DT Cath Lab, Seminar, Library, Secretary and Prof Office (inside Theatres)		
94.123	H8 Admissions		
94.124	H8 Joshua Project		
94.125	E8 Admissions		
94.126	NINTH FLOOR		
94.127	H9 Infection Prevention Control (IPC) offices, toilets		
94.128	H9 Admissions		
94.129	E9 Seminar rooms		
94.130	E9 Admissions		
94.131	TENTH FLOOR		
94.132	H10 Admissions		
94.133	H10 The Blue room		
94.134	H10 Skill Lab		
94.135	A10 Dieticians Offices, inside A10 West		
94.136	A10 Offices in E-passage rooms: R10, R11, R15, R31, R 37, R 40, toilets		
94.137	E10 Admissions		
94.138	ELEVENTH FLOOR		
94.139	C11 East: HRD, Labour Relations, People Development, toilets		
94.140	C11 West: HIS Offices, toilets		
94.141	VARIOUS FLOORS		
94.142	Social Workers: Offices (various floors)		
94.143	Clinics / OPD Departments		

94.144	OTHER BUILDINGS		
94.145	Husseland Pre-Primary School		
94.146	Handjievoll - Crèche West		
94.147	Carel Du Toit School		
94.148	Disa Court Flats 1- 8, including courtyard and outside perimeters		
94.149	Doctors Quarters: A-Block and B-Block		
94.150	Protea Court Hostels: 4 Towers, including Breastfeeding Mothers Accommodation		
		COMPLY / DO NOT COMPLY	COMMENTS
94.151	X-BLOCK 1. Passages, offices, toilets, lifts, stairs, courtyard, entrances 2. Prosthesis Lab (Gene Louw Building) 3. Pet CT Scan Centre		
94.152	Mortuary and CCTV Monitoring room, toilets		
94.153	GG Transport, toilets		
94.154	Engineering: Offices, workshops, toilets		
94.155	OTHER AREAS		
94.156	Parade / Delivery yard		
94.157	Tunnels		
94.158	Protea Hall and Disa Hall		
94.159	Basement (every 2 weeks)		
94.160	Environmental Waste Removal		
94.161	H1: HealthNet (Rural Patients)		
94.162	CORE AREAS: CLINICAL AREAS INCLUDE		
94.163	A Block East - wards		
94.164	A Block West - wards		
94.165	D Block wards		
94.166	G Block wards		
94.167	F Block wards and clinic		
94.168	J Block wards and clinic		
94.169	R/B Block Theatres		
94.170	C Block – Clinics and Theatres		
94.171	CRITICAL (HIGH CARE FREQUENCY) AREAS		
94.172	G-Ground Ward (Paeds)		
94.173	A1 Burns Ward (ICU).		
94.174	C1D West Ward (Emergency)		
94.175	C1D Resus Ward (Emergency)		
94.176	C1D Triage Ward (Emergency)		
94.177	F1 Ward (Emergency)		
94.178	F2 Mothers (Maternity Ward)		
94.179	F3 VHF Isolation Wards (at the back of the ward) - once per week ±13 rooms		
94.180	D4 Ward		

94.181	A9 Ward East		
94.182	A9 Ward West		
94.183	THEATRES: DAY AND NIGHT		
94.184	R1 Theatres		
94.185	R2 Theatres		
94.186	B1 Theatres		
94.187	B3 Theatres		
94.188	C-Block Theatres		
95	Any other area within the Hospital that is not covered by Housekeeping as per agreement.		
		COMPLY / DO NOT COMPLY	COMMENTS
96	LABOUR FORCE		
96.1	The Contractor determine the number of workers to render an acceptable standard of cleaning service to the Hospital.		
96.2	A minimum Workers Labour Force less than described WILL NOT be considered, penalties will be imposed.		
96.3	The Contractor must comply and adhere to the working hours as indicated per posting site.		
96.4	Shift rosters, including Relievers names for off duty and absenteeism, including copies of Attendance registers and timesheet must be submitted monthly with the invoice and the posting sheets will be presented daily to the Hospital Contract Cleaning Administrator(s) for verification and sign off		
96.5	The staff allocation to various positing sites are a projected indication for the cleaning need.		
96.6	This Institution reserves the right to increase or decrease the number of staff and to withdraw staff in areas and place the appropriate number of staff where the need may arise		
96.7	TOTAL STAFF: 296 Bodies		
96.8	STRIP AND SEAL - Once a year		
96.9	SQUARE METERS:		
96.10	+/-142 000 m² for hospital and external buildings		
96.11	+/- 14 000 m² for public areas .		
96.12	Ward passage: +/- 75m		
96.13	Ward square meters: +/- 920m² – 1000m²		
96.14	SITE MANAGER x1		
96.15	Monday to Friday excluding Public Holidays		
96.16	Office Hours: 07:00-16:00		
96.17	24-hour On-Call - Monday to Sunday including Public Holidays		
96.18	Relievers for off duty and absenteeism must be provided daily.		
96.19	SUPERVISORS		
96.20	Monday to Sunday including Public Holidays		
96.21	4 x Day shift: 07:00-19:00 per shift		
96.22	2 x Night shift: 19:00-07:00 per shift		

96.23	Relievers for off duty and absenteeism must be provided daily for day shift and night shift.					
96.24	Shift patterns: Detailed rosters on how staff will be scheduled to meet service requirements.					
					COMPLY / DO NOT COMPLY	COMMENTS
96.25	CLEANERS					
96.26	Monday to Friday excluding public holidays					
96.27	41 x Day shift: 07:00-16:00 per shift					
96.28	Monday to Sunday including Public Holidays					
96.29	70 x Day shift: 07:00-19:00 per shift					
96.30	31 x Night shift: 19:00-07:00 per shift					
96.31	Relievers for off duty and absenteeism must be provided daily for day shift and night shift.					
96.32	Shift patterns: Detailed rosters on how staff will be scheduled to meet service requirements					
96.33	GENERAL WORKERS					
96.34	Monday to Sunday including Public Holidays					
96.35	20 x Day shift: 07:00-19:00 per shift					
96.36	Relievers for off duty and absenteeism must be provided daily for day shift and night shift.					
96.37	Shift patterns: Detailed rosters on how staff will be scheduled to meet service requirements.					
96.38	Site Manager	1	07:00 – 16:00	Monday to Friday excluding Public Holidays		
96.39	Supervisors Day	4 per shift	07:00 – 19:00	Monday to Sunday including Public Holidays		
96.40	Supervisors Night	2 per shift	19:00 – 07:00	Monday to Sunday including Public Holidays		
96.41	Cleaners Day Monday to Friday	41 per day	07:00 – 16:00	Monday to Friday excluding Public holidays		
96.42	Cleaners Day	70 per shift	07:00 – 19:00	Monday to Sunday including Public Holidays		
96.43	Cleaners Night	31 per shift	19:00 – 07:00	Monday to Sunday including Public Holidays		
96.44	General Workers	20 per shift	07:00 – 19:00	Monday to Sunday including Public Holidays		
96.45	Grand Total	296 Bodies				
96.46	Monday to Friday Day: 136 / day (until 16:00; 94 until 19:00)					
96.47	Saturday to Sunday Day: 94 / day (until 19:00)					

96.48	Monday to Sunday Night: 33 / day				
96.49	Relievers for off duty and absenteeism must be provided daily for day shift and night shift.				
				COMPLY / DO NOT COMPLY	COMMENTS
97	NOTE:				
97.1	The NCCA annual statutory wage increase for Sectoral Determination 1: Cleaning Contract Sector is applicable exclusively to Cleaners.				
97.2	The increase does NOT EXTEND to employees on higher ranks or positions, their increase must be included in the overheads for calculation purposes.				
97.3	It is essential for the Bidder to incorporate the remaining higher ranks or positions into the calculations for the (CPI) Cost Performance Index and Overheads				
97.4	OR Firm Price with NO Labour Adjustment for each year.				
97.5	(NCCA) NATIONAL CONTRACT CLEANING ASSOCIATION: SECTORIAL DETERMINATION 1 - GUIDELINE				
97.6	Hourly rate, as per Gazette.				
97.7	The example below is based on "40 normal hours of work per week" (173.2 hours per month) and no provision has been made for variable shifts, overtime, night work or work performed on Sundays or Public Holidays.				
97.8	Costings for these circumstances will be informed by the requirements of the Sectoral Determination.				
97.9	EXAMPLE				
97.10	Hourly rate (excl. Vat) as per Gazette		as per Gazette (incl. Vat)		
97.11	Daily rate	based on 8 hours per day*	daily rate x 8 hrs per day*		
97.12	Weekly basic wage	hourly x 40 hours*	daily rate x 40 hrs per day*		
97.13	Monthly basic wage	4.333 weeks (or 173.2 or adjusted * h/m)	weekly basic rate x 4.333 weeks (or 173.2 or adjusted * h/m)		
97.14	PROVISIONS				
97.15	Annual leave	15 days ÷ 12 months	daily rate x 15 days ÷ 12		
97.16	Sick leave	10 days ÷ 12 months	daily rate x 10 days ÷ 12		
97.17	Family responsibility	3 days ÷ 12 months	daily rate x 3 days ÷ 12		
97.18	Severance pay	1.92% of monthly wage	monthly basic wage x 1.92%		

				COMPLY / DO NOT COMPLY	COMMENTS
97.19	EMPLOYER ON-COSTS				
97.20	Provident Fund	5.25%	monthly basic wage x 5.25%		
97.21	December bonus	4.333 weeks x 1/12 months	weekly wage 4.333 weeks x 1 ÷ 12		
97.22	UIF	1% basic monthly wage	monthly basic wage x 1%		
97.23	SD Levy	1% basic monthly wage	monthly basic wage x 1%		
97.24	COIDA / WCA	based on 1.6%	monthly basic wage x 1.6%		
97.25	NCCA levies	flat rate	flat rate		
97.26	Uniforms & PPE	say R800 per year	R800 ÷ 12 months		
97.27	TOTAL cost per cleaner				
97.28	TOTAL cost per cleaner per hour		total monthly cost ÷ 173.2 hrs *		

TO BE COMPLETED LEGIBLE

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
98	<u>PRICE BREAKDOWN</u>	
	<u>CLEANERS:</u> DAY: MONDAY TO FRIDAY EXCLUDING PUBLIC HOLIDAYS HOURS: 8 HRS - 07h00-16h00	
	<u>PLEASE PROVIDE THE CALCULATION BREAKDOWN FORMULA METHODS</u>	
	Hourly rate (as per gazette)	R excl. Vat
	1x Daily rate	R
	1x Weekly wage	R
	Hours based	
	1x Monthly basic wage	R
	PROVISIONS	
	1x Annual Leave	R
	1x Sick Leave	R
	1x Family Responsibility	R
	1x Severance Pay	R
	EMPLOYER ON-COSTS	
	1x Provident Fund	R
	1x December Bonus	R
	1x UIF	R
	1x SD Levy	R
	1x COIDA / WCA	R
	1x NCCA levies	R
	1x Uniform and PPE	R
	Total monthly cost (all inclusive)	TOTAL R
	Total cost per Cleaner per hour	R
	Headcount total	41
	TOTAL MONTHLY COST	R

TO BE COMPLETED LEGIBLE

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
	<u>PRICE BREAKDOWN</u>	
99	<u>GENERAL WORKERS</u> DAY: MONDAY TO SUNDAY INCLUDING PUBLIC HOLIDAYS HOURS: 11 HRS: 07H00 – 19H00	
	<u>PLEASE PROVIDE THE CALCULATION BREAKDOWN FORMULA METHODS</u>	
	Hourly rate (as per gazette) R excl. Vat	R
	1x Daily rate	R
	1x Weekly wage	R
	Hours based	
	1x Monthly basic wage	R
	PROVISIONS	
	1x Annual Leave	R
	1x Sick Leave	R
	1x Family Responsibility	R
	1x Severance Pay	R
	EMPLOYER ON-COSTS	
	1x Provident Fund	R
	1x December Bonus	R
	1x UIF	R
	1x SD Levy	R
	1x COIDA / WCA	R
	1x NCCA levies	R
	1x Uniform and PPE	R
	1 x Sunday Allowance	R
	1 x Pubic Holiday Allowance	R
	Total monthly cost (all inclusive) TOTAL	R
	Total cost per General Worker per hour	R
	Headcount total 20 X 2 SHIFTS	

TOTAL MONTHLY COST R

TO BE COMPLETED LEGIBLE

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
100	<u>CLEANERS:</u>	
	DAY: MONDAY TO SUNDAY INCLUDING PUBLIC HOLIDAYS	
	HOURS: 11 HRS - 07h00-19h00	
<u>PLEASE PROVIDE THE CALCULATION BREAKDOWN FORMULA METHODS</u>		
	Hourly rate (as per gazette)	R excl. Vat
	1x Daily rate	R
	1x Weekly basic wage	R
	1x Hours based	
	1x Monthly basic wage	R
	PROVISIONS	
	1x Annual Leave	R
	1x Sick Leave	R
	1x Family Responsibility	R
	1x Severance Pay	R
	EMPLOYER ON-COSTS	
	1x Provident Fund	R
	1x December Bonus	R
	1x UIF	R
	1x SD Levy	R
	1x COIDA / WCA	R
	1x NCCA levies	R
	1x Uniform and PPE	R
	1 x Sunday Allowance	R
	1 x Pubic Holiday Allowance	R
	Total monthly cost (all inclusive)	TOTAL R
	Total cost per Cleaner per hour	R
	Headcount total	70 X 2 SHIFTS
	TOTAL MONTHLY COST	R

TO BE COMPLETED LEGIBLE

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)	
101	<u>CLEANERS:</u>		
	NIGHT: MONDAY TO SUNDAY INCLUDING PUBLIC HOLIDAYS		
	HOURS: 11 HRS : 19H00 – 07H00		
	<u>PLEASE PROVIDE THE CALCULATION BREAKDOWN FORMULA METHODS</u>		
	Hourly rate (as per gazette)	R excl. Vat	R
	1x Nightly rate		R
	1x Weekly wage		R
	Hours based		
	1x Monthly basic wage		R
	PROVISIONS		
1x Annual Leave		R	
1x Sick Leave		R	
1x Family Responsibility		R	
1x Severance Pay		R	
EMPLOYER ON-COSTS			
1x Provident Fund		R	
1x December Bonus		R	
1x UIF		R	
1x SD Levy		R	
1x COIDA / WCA		R	
1x NCCA levies		R	
1x Uniform and PPE		R	
1 x Sunday Allowance		R	
1 x Pubic Holiday Allowance		R	
1 x Night Shift allowance		R	
Total monthly cost (all inclusive)	TOTAL	R	
Total cost per Cleaner per hour		R	
Headcount total	31 X 2 SHIFTS		

TOTAL MONTHLY COST		R

TO BE COMPLETED LEGIBLE

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
102	<u>PRICE BREAKDOWN</u>	
	<u>SUPERVISOR:</u>	
	DAY: MONDAY TO SUNDAY INCLUDING PUBLIC HOLIDAYS HOURS: 11 HRS : 07H00 – 19H00	
<u>PLEASE PROVIDE THE CALCULATION BREAKDOWN FORMULA METHODS</u>		
	Hourly rate R excl. Vat	R
	1x Daily rate	R
	1x Weekly wage	R
	Hours based	
	1x Monthly basic wage	R
	PROVISIONS	
	1x Annual Leave	R
	1x Sick Leave	R
	1x Family Responsibility	R
	1x Severance Pay	R
	EMPLOYER ON-COSTS	
	1x Provident Fund	R
	1x December Bonus	R
	1x UIF	R
	1x SD Levy	R
	1x COIDA / WCA	R
	1x NCCA levies	R
	1x Uniform and PPE	R
	1 x Sunday Allowance	R
	1 x Pubic Holiday Allowance	R
	Total monthly cost (all inclusive)	R
	Total cost per Supervisor per hour	R
	Headcount total 4 X 2 SHIFTS	
TOTAL MONTHLY COST		R

TO BE COMPLETED LEGIBLE

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
103	<u>PRICE BREAKDOWN</u>	
	<u>SUPERVISOR:</u>	
	NIGHT: MONDAY TO SUNDAY INCLUDING PUBLIC HOLIDAYS HOURS: 11 HRS: 19H00 – 07H00	
<u>PLEASE PROVIDE THE CALCULATION BREAKDOWN FORMULA METHODS</u>		
	Hourly rate	R excl. Vat
	1x Nightly rate	R
	1x Weekly basic wage	R
	Hours based	
	1x Monthly basic wage	R
	PROVISIONS	
	1x Annual Leave	R
	1x Sick Leave	R
	1x Family Responsibility	R
	1x Severance Pay	R
	EMPLOYER ON-COSTS	
	1x Provident Fund	R
	1x December Bonus	R
	1x UIF	R
	1x SD Levy	R
	1x COIDA / WCA	R
	1x NCCA levies	R
	1x Uniform and PPE	R
	1 x Sunday Allowance	R
	1 x Pubic Holiday Allowance	R
	1 x Night shift Allowance	R
	Total monthly cost (all inclusive)	TOTAL R
	Total cost per Supervisor per hour	R
	Headcount total	2 X 2 SHIFTS

TOTAL MONTHLY COST R

TO BE COMPLETED LEGIBLE

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
104	<u>PRICE BREAKDOWN</u>	
	<u>SITE MANAGER</u>	
	DAY: MONDAY TO FRIDAY EXCLUDING PUBLIC HOLIDAYS	
	HOURS: 11 HRS: 07H00 – 16H00	
	<u>PLEASE PROVIDE THE CALCULATION BREAKDOWN FORMULA METHODS</u>	
	Hourly rate	R excl. Vat
	1x Daily rate	R
	1x Weekly wage	R
	Hours based	
	1x Monthly basic wage	R
PROVISIONS		
1x Annual Leave	R	
1x Sick Leave	R	
1x Family Responsibility	R	
1x Severance Pay	R	
EMPLOYER ON-COSTS		
1x Provident Fund	R	
1x December Bonus	R	
1x UIF	R	
1x SD Levy	R	
1x COIDA / WCA	R	
1x NCCA levies	R	
1x Uniform and PPE	R	
Total monthly cost (all inclusive)	TOTAL	R
Total cost per Site Manager per hour		R
Headcount total	1	
TOTAL MONTHLY COST		R

TO BE COMPLETED LEGIBLE

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
105	<u>PRICE BREAKDOWN</u>	
105.1	ALL INCLUSIVE LABOUR COST SUMMARY:	
105.2	41 x Cleaners Day Shift (8 hrs)	R
105.3	20 x General Workers Day Shift (11 hrs)	R
105.4	70 x Cleaners (140 Bodies) Day Shift (11 hrs)	R
105.5	31 x Cleaners (62 Bodies) Night Shift (11 hrs)	R
105.6	TOTAL	R
105.7	SUPERVISORS AND MANAGEMENT ARE PART OF CPI (CONSUMER PRICE INDEX) AS PER NCCA (NATIONAL CONTRACT CLEANING ASSOCIATION)	
105.8	4 x Supervisors (8 Bodies) Day Shift (11 hrs)	R
105.9	2 x Supervisors (4 Bodies) Night Shift (11 hrs)	R
105.10	1 x Site Manager Day Shift (8 hrs)	R
105.11	TOTAL	R
105.12	GRAND TOTAL: ALL INCLUSIVE COMBINED LABOUR COST	R

TO BE COMPLETED LEGIBLE

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
	NON-LABOUR COSTS	
106	<u>PLEASE INCLUDE A CALCULATION BREAKDOWN LIST OF COSTS</u>	
	1x Uniforms, Name badges, photos _____	R _____
	1x Transport _____	R _____
	1x Hepatitis B Injections (all inclusive) _____	R _____
	1x Any other items as per need _____	R _____
	Please specify _____	
	TOTAL	R _____
106.1	<u>NOTE:</u> PLEASE QUOTE WITH CHEMICALS AND TOILETRIES INCLUDED, HOWEVER, IF WE FIND THE TOTAL COST TO BE UNAFFORDABLE, THE COMMITTEE WILL NEGOTIATE TO REMOVE THE COST OF SOME ITEMS FOR ALL BIDS AND INFORM THE BIDDERS ACCORDINGLY.	
106.2	<u>CLEANING AGENTS, CONSUMABLES, PPE</u> All cleaning supplies, materials, PPE requisites for <u>Public and Admin areas</u> as follows, to be included in the total Bid price. The Ward or Clinical area will provide when the Cleaner is required to render a service in their clinical area.	

TO BE COMPLETED LEGIBLE

106.3 CHEMICALS						
	<u>Continue</u>					
	<u>Items</u>	<u>Unit of measure - Packaging</u>	<u>± Usage</u>	<u>Quantity</u>	<u>Unit price</u>	<u>Value</u>
1	All-purpose Disinfectant	25 Liters	10 / week	_____	R_____	R_____
2	Dishwashing liquid	25 Liters	10 / week	_____	R_____	R_____
3	Bleach	25 Liters	10 / week	_____	R_____	R_____
4	Floor stripper degreaser	25 Liters	10 / week	_____	R_____	R_____
5	Floor sealer polish	25 Liters	3 / month	_____	R_____	R_____
6	Jays fluid	25 Liters	6 / week	_____	R_____	R_____
7	Pine gel	25 Liters	10 / week	_____	R_____	R_____
8	10-liter containers with taps	_____	as needed	_____	R_____	R_____
9	Hand soap	5 Liters	6 / month	_____	R_____	R_____
10	Hand sanitizer	5 Liters	4 / week	_____	R_____	R_____
11	Hand towels - Kimdry	Box 20 pks	5 box / week	_____	R_____	R_____
12	Bio cubes / duo blocks	Box	3 box/month	_____	R_____	R_____
13	Biocide / Dynacide D6 - 6g sachets	Sachets / Packs	2 pks/month	_____	R_____	R_____
14	Air freshener	Pack of 6	3 packets / month	_____	R_____	R_____
15	Brass / Stainless steel	Pack of 6	6 packets / month	_____	R_____	R_____
16	Furniture polish	Pack of 6	3 packets / month	_____	R_____	R_____
17	Neutral detergent	_____	_____	_____	R_____	R_____
18	Toilet Paper	48 rolls/pkt	38 pkts /week	_____	R_____	R_____
19	Black Bags for general waste 760x970x60 mic	Pack of 50x 4 = 200 / pack)	200x4 = 800 bags /week	_____	R_____	R_____
20	Clear bags for dust bins 600x525x40 mic	Pack of (50x10 =500 / pack)	500x2=1000 bags / week	_____	R_____	R_____
21	Jumbo rolls (windows)	Rolls	3 / month	_____	R_____	R_____

22						R _____
						TOTAL

TO BE COMPLETED LEGIBLE

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)				
107	NON - LABOUR Consumables: Essential Cleaning products - Replace regularly All cleaning supplies, materials requisites as follows, to be included in the total Bid price					
	<u>Items</u>	<u>Unit of measure - Packaging</u>	<u>Volume</u>	<u>Quantity</u>	<u>Unit price</u>	<u>Value</u>
1	Brooms wooden (stairs/outside)	10	as needed	_____	R _____	R _____
2	Broom blue sweeper sleeve	1 per trolley	as needed	_____	R _____	R _____
3	Broom blue sweeper frame	1 per trolley	as needed	_____	R _____	R _____
4	Buffing pads – red	Pack (5)	3 packets p/week	_____	R _____	R _____
5	Buffing pads – black	Pack (5)	3 packets p/week	_____	R _____	R _____
6	Cloths – red	Pack (20)	3 packets p/week	_____	R _____	R _____
7	Cloths – blue	Pack (20)	3 packets p/week	_____	R _____	R _____
8	Cloths – yellow	Pack (20)	3 packets p/week	_____	R _____	R _____
9	Cloths – white	Pack (20)	3 packets p/week	_____	R _____	R _____
10	Cloths – green	Pack (20)	3 packets p/week	_____	R _____	R _____
11	Doodle Sticks dusters	2	as needed	_____	R _____	R _____
12	Dusters - feather	10	as needed	_____	R _____	R _____
13	Dustpans and broom (short)	1 per trolley	as needed	_____	R _____	R _____
14	Dustpans with broom (long)	10	as needed	_____	R _____	R _____
15	Mops – red	per item	20 /month	_____	R _____	R _____
16	Mops – blue	per item	20 /month	_____	R _____	R _____
17	Mops – yellow	per item	20 /month	_____	R _____	R _____
18	Mops – white	per item	20 /month	_____	R _____	R _____
19	Mops – green	per item	20 /month	_____	R _____	R _____
20	Mop clips - blue	per item	as needed	_____	R _____	R _____
21	Mop handle frame - blue	per item	as needed	_____	R _____	R _____
22	Jugs	6	as needed	_____	R _____	R _____
23	Plungers	2	as needed	_____	R _____	R _____
24	Squeegees long steel (flooding)	10	as needed	_____	R _____	R _____
25	Scrubbing brushes	10	as needed	_____	R _____	R _____
26	Sheepskin – sealing of floors	6	as needed	_____	R _____	R _____
27	Stripper - wax applicator	6	as needed	_____	R _____	R _____

28	Stripper - handle frame	6	as needed	_____	R _____	R _____
29						R _____
					TOTAL	

TO BE COMPLETED LEGIBLE

ITEM NO	DESCRIPTION					BID PRICE IN RSA CURRENCY (INCLUDING VAT)
108	NON - LABOUR Consumables: Essential Cleaning products - Replace regularly All cleaning supplies, materials requisites as follows, to be included in the total Bid price					
	<u>Items</u>	<u>Unit of measure - Packaging</u>	<u>Volume</u>	<u>Quantity</u>	<u>Unit price</u>	<u>Value</u>
						(Total brought forward)
						R _____
30	Magnetic window squeezy sets for inner and outer washing (safety rope/ features in tacked)	6	as needed	_____	R _____	R _____
31	_____	_____	_____	_____	R _____	R _____
32	_____	_____	_____	_____	R _____	R _____
33	_____	_____	_____	_____	R _____	R _____
34	_____	_____	_____	_____	R _____	R _____
35	_____	_____	_____	_____	R _____	R _____
36						R _____
						TOTAL

ITEM NO	DESCRIPTION PPE & EQUIPMENT					BID PRICE IN RSA CURRENCY (INCLUDING VAT)
109	Items	Unit of measure Packaging	± Usage	Quantity	Unit price	Value
1	Scraper (bubble-gum remover)	per item	as needed	_____	R _____	R _____
2	Scouring pads (green)	packet	as needed	_____	R _____	R _____
3	Spray bottles (All purpose, Pine and Spray buff)	3 per trolley	as needed	_____	R _____	R _____
4	Toilet brushes with holder	1 per trolley	as needed	_____	R _____	R _____
5	Spill Kit (blood)	1 per trolley	as needed	_____	R _____	R _____
6	Aprons – Colour coded	Pack (50)	1 packet /month	_____	R _____	R _____
7	Aprons – Colour coded	Pack (50)	1 packet /month	_____	R _____	R _____
8	Gloves – Domestic gloves	Box (10x10)	3 boxes /week	_____	R _____	R _____
9	Hairnet - Disposable	Pack (50)	as needed	_____	R _____	R _____
10	Masks - Surgical mask	Box (10)	2 boxes p/month	_____	R _____	R _____
11	_____	_____	_____	_____	R _____	R _____
12	_____	_____	_____	_____	R _____	R _____
13	_____	_____	_____	_____	R _____	R _____
14	_____	_____	_____	_____	R _____	R _____
						R _____
						TOTAL

- Red colour** – for highly contaminated areas, such as toilets, showers, wash-up rooms, sluice rooms, and bathroom floors;
- Blue colour** – general areas including wards, offices and hand wash basins in public areas;
- Green colour** – bathroom (basin, bath and showers), ward/consulting room basins;
- White colour** – Kitchens areas (food preparation and serving);
- Yellow colour** – Isolation areas (only applicable for hospitals as primary health care facilities rarely have to

isolate patients).

TO BE COMPLETED LEGIBLE

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)		
110	EQUIPMENT: The Contractor shall keep all equipment to be used on the Hospital premises in good working condition. If problems are experienced with equipment, especially electrical, it must be replaced immediately with substitute, if it has to be removed from the Hospital premises for repairs, or permanently replaced with another machine.			
	The maintenance record (status of equipment) show that the supplied cleaning machines are regularly serviced and in good working order or replaced (carry out service inspection and maintenance every 3 months). Furnish a list quarterly for the duration of the contract.			
	Equipment:	Quantity: Minimum required	Quantity: To be provided	
1	Buffing, Scrubbing Machines – Industrial	22	_____	R _____
2	Blower Fans (drying sealer or during flooding)	2	_____	R _____
3	Double Bucket system trolleys with wringers	70	_____	R _____
4	Extension Leads (20 meters) with reel	4	_____	R _____
5	High-Pressure Washer Gun Machine for basement	1	_____	R _____
6	Ladders	4	_____	R _____
7	Vacuum Machines	20	_____	R _____
8	Wet Pick-Up Vacuum Machines – Industrial	6	_____	R _____
9	Wet Floor signs (minimum 2 per trolley)	140	_____	R _____
10	Water boots (flooding)	6 pairs	_____	R _____
11	Stationery, office equipment	As needed	_____	R _____
12	Computer / laptop	1	_____	R _____
13	Printer	1	_____	R _____
14	Internet connectivity	1	_____	R _____
15	Biometric system for attendance register purpose	1	_____	R _____
16	Appropriate lockable office furniture	As needed	_____	R _____
17	Lockers	As needed	_____	R _____
18	Any other equipment as per need or requirement of the Hospital - please specify.		_____	R _____
19	Overheads			R _____
20	Profit			R _____

21	TOTAL ALL INCLUSIVE BID PRICE (INCL VAT)			R_____
				TOTAL MONTHLY

TO BE COMPLETED LEGIBLE

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
111	<u>ADDITIONAL LABOUR COST PER ADHOC REQUEST:</u>	
	<u>CLEANERS (all-inclusive rate):</u>	
1	<u>MONDAYS TO SATURDAYS:</u>	
	Cost per additional Cleaner per 1-hour shift	R_____ / shift
	Cost per additional Cleaner per 6-hour shift	R_____ / shift
	Cost per additional Cleaner per 8-hour shift	R_____ / shift
	Cost per additional Cleaner per 12-hour shift	R_____ / shift
2	<u>SUNDAYS:</u>	
	Cost per additional Cleaner per 1-hour shift	R_____ / shift
	Cost per additional Cleaner per 6 hour shift	R_____ / shift
	Cost per additional Cleaner per 8-hour shift	R_____ / shift
	Cost per additional Cleaner per 12-hour shift	R_____ / shift
3	<u>PUBLIC HOLIDAYS:</u>	
	Cost per additional Cleaner per 1-hour shift	R_____ / shift
	Cost per additional Cleaner per 6-hour shift	R_____ / shift
	Cost per additional Cleaner per 8-hour shift	R_____ / shift
	Cost per additional Cleaner per 12-hour shift	R_____ / shift
4	<u>ADDITIONAL CLEANING SERVICES</u>	
	Cost of strip and seal – price per m ²	R_____ / m ²
5	Cost of cleaning / washing windows (external on ground and lower ground, at ATM machines area, including entrances, Windows of public Passages internally).	R_____
6	Deep cleaning of carpets	R_____ / m ²
7	Deep cleaning of upholstery chairs	R_____
8	Cost of deep clean per unit (Ward is +/- 920m ² -1000m ²)	R_____
9	<u>Define "Unit": (i.e. number of toilets, urinals, basins etc.)</u>	

10	(On average a 30-bed ward) General/ Deep clean (only soap and water)	R _____ / m ²
11	Terminal Clean (with disinfectants)	R _____ / m ²

112. PRICES - SUBJECT TO ESCALATION:

Submit annually a calculation breakdown summary and method formula how the wages and percentage increase calculation are determined and applied for (cross reference).

SUMMARY: LABOUR COST (VAT INCLUSIVE) TO BE COMPLETED LEGIBLE

				Site Manager	Supervisors - Day	Supervisors - Night	Cleaners / GA's - Day	Cleaners / GA's - Night	Cleaners Day
Nr	Pricing Schedule	Details		8-hour shift	11-hour shift	11-hour shift	11-hour shift	11-hour shift	8-hour shift
1	Hourly rate								
2	Daily rate								
3	Weekly basic rate								
4	Sunday Rate								
5	Public Holiday rate								
6	Night Shift Allowance								
7	Overtime								
8	Hours Based								
9	Monthly basic Wage Cost								
10	Annual Leave Provision								
11	Sick Leave Pay								
12	Family Responsibility Leave Pay								
13	Severance Pay								
14	Provident Fund								
15	December Bonus								
16	UIF								
17	Skills Development Levy								
18	COIDA / WCA								
19	NCCA Levy Fee								
20	Uniform, PPE, name badges, photo's								
21	Training								
22	Hepatitis B Injections (all incl.)								
23	Any other cost, please specify								
24	Total monthly cost (Vat Inclusive)								

TO BE COMPLETED LEGIBLY

112.1 SUMMARY

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
1	Total Staff: Labour Force, including opposite shift Workers and relief staff for absenteeism	
2	Labour cost as per NCCA – Cleaners & General Workers	R
3	Part of CPI as per NCCA - Supervisors	R
4	Part of CPI as per NCCA - Site Manager	R
5	Uniforms, name badges, photos	R
6	Transport costs	R
7	Hepatitis B Inoculations (All Inclusive)	R
8	Training	R
9	Public Liability Insurance	R
10	Toilet Paper, hand soap and hand towels (kimdry)	R
11	Cleaning Agents: Hygiene Chemicals	R
12	Essential Cleaning products	R
13	Uniform (9.1) and PPE (Personal Protective Equipment)	R
14	Equipment costs	R
15	Washing of windows of public area and passages inside and outside - Lower Ground and Ground floor & Entrances.	R
16	Overheads	R
17	Profits	R
18	Any other: Please specify	R
19	Any other: Please specify	R
20	Any other: Please specify	R
21	Any other: Please specify	R
22	TOTAL: ALL INCLUSIVE BID PRICE (INCLUDING VAT)	R.....

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		MONTHLY
--	--	---------

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**EXEMPTION OF LIABILITY WITH RESPECT TO INJURY ON DUTY
BY SERVICE COMPANY PERSONNEL**

COMPANY / CONTRACTOR	
CONTRACT / BID / SERVICE NUMBER	TBH 518/2024

1.1 CONTROL OF AGREEMENT

- (a) It is duly expected of the Company / Contractor to adhere to all rules and regulations stipulated by the Occupation Health and Safety Act. (Act No 85 / 1993).
- (b) Company / Contractor are required to adhere to all Internal Safety and Security Rules stipulated by this Institution's Management.
- (c) Company / Contractor are required to take all reasonable precautions and measures to prevent injury or death to **any person** or damage to property on the premises of this institution whilst carrying out the Contract / Bid or Service No **TBH 518/2025**.
- (d) Hereby this institution is exempted of any claim or legal action taken by any person/s suffering any loss as stipulated in paragraph 1.1 (c).

1.2 COMPANY / CONTRACTOR

MANAGER	
DESIGNATED WORD SUPERVISOR	

1.3 INSTITUTION'S AUTHORISATION

MANAGER	SIGNATURE
DATE	PLACE

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**OCCUPATIONAL HEALTH AND SAFETY
AGREEMENT BETWEEN EMPLOYEE (PRINCIPAL) AND MANDATORY (CONTRACTOR)**

WRITTEN AGREEMENT BETWEEN _____ (EMPLOYER) AND
_____ (MANDATORY)

AS ENVISAGED BY SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO 85 OF 1993 AS AMENDED.

I, _____ representing _____

(mandatory) hereby acknowledge that _____ (mandatory) is an employer in its own right, and user of machinery, with duties as prescribed in the Occupational Health and Safety Act no 85 of 1993 as amended. I agree to ensure that all work will be performed or machinery and plant used in accordance with the provisions of the said Act. I furthermore agree to comply with the requirements of (employer) as contained in the documents attached hereto (if any) and any subsequent documentation as may be deemed necessary to comply with the Occupational Health and Safety Act No 85 of 1993 as amended and to liaise with the employer should I, for whatever reason, be unable to perform in terms of this Agreement.

Signed this _____ day of _____ 20____ at _____

Signature on behalf of _____ (mandatory)

Signature on behalf of _____ (employer)

GENERAL INFORMATION

1. The Occupational Health and Safety Act comprises **SECTION 1 to 50** and all un-repealed **REGULATIONS** promulgated in terms of the former Machinery & Occupational Safety Act No 6 of 1983 as amended as well as other **REGULATIONS** which may be promulgated in terms of the new Act.
2. "Mandatory" is defined as including an agent, a contractor or subcontractor for work but **WITHOUT DEROGATING FROM HIS STATUS IN HIS OWN RIGHT AS AN EMPLOYER** or user of plant or machinery.
3. Section 37 of the Occupational Health & Safety Act potentially punishes employers (principals) for the unlawful acts or omissions of mandatories (contractors) save where a Written Agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act **BY THE MANDATORY**.
4. All documents attached or referred to in the above Agreement form an integral part of the Agreement.
5. To perform in terms of this Agreement, mandatories must be familiar with the relevant provisions of the Act.
6. Mandatories who utilise the services of their own mandatories (subcontractors) are advised to conclude a similar Written Agreement.
7. Be advised that this Agreement places the onus on the mandatory to contact the employer in the event of inability to perform as per this Agreement. The Employer however reserves the right to unilaterally take any steps as may be necessary to enforce this Agreement.
8. **Cleaning of Wards / all other areas including Public areas:** The cleaning methods, chemicals and PPE protective clothing usage/disposal, effective and correct waste disposal, including wastewater disposal **theatres management, wards management, food management, linen management, waste management and water management** must comply with

Contractor to initial.....

current Hospital protocols and comply with the Infection Prevention framework measures and protocols.

HEPATITIS B INFORMATION SHEET

1. WHAT IS HEPATITIS “B”?

Hepatitis B virus causes an inflammation of the liver cells. It is a serious disease that can be prevented by vaccination prior to exposure.

- 1.1 People can carry the Hepatitis B virus for 30-50 years without knowing they are infected.

2. HOW IS HEPATITIS B TRANSMITTED?

- Contaminated blood or blood products.
- Contaminated syringes, needles, surgical instruments or razor blades.
- Sexual contact.

3. HOW IS HEPATITIS B PREVENTED?

- By vaccination. Hepatitis B vaccine is safe and effective.
- By practicing safe sex: one uninfected sexual partner and the use of condoms.
- By following universal (standard) precautions.
- Protective wear: gloves, masks, eye protection and clothing (aprons and gowns).
- Hand hygiene: wash hands thoroughly; cover cuts and abrasions.
- Needles, syringes, and sharps: correct disposal.
- Equipment: must be routinely cleaned. Invasive procedure equipment must be sterilized, and non-invasive equipment must be surgically cleaned before use.

4. WHAT DOES THE VACCINATION INVOLVE?

A course of Hepatitis B vaccine **consists of 3 doses of vaccine, each 4 weeks apart, followed by one booster dose every 5 years.**

5. WHAT WILL HAPPEN IF A HEALTH WORKER SUFFERS A SHARPS INJURY OR OTHER EXPOSURE?

- A sample of the health worker's blood will be drawn and sent for testing to establish whether the health care worker has adequate protection against Hepatitis B i.e. the Hepatitis B antibody level is tested.
- If the antibody level is not adequate, a booster dose of Hepatitis B will be given.

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TO BE COMPLETED LEGIBLE

DESCRIPTION	
IMPORTANT:	
THE QUESTIONNAIRE HEREUNDER / ATTACHED MUST BE COMPLETED IN FULL BY REPLYING TO EACH AND EVERY QUESTION.	
Are you registered in terms of sections 23(1) or 23(3) of the Value Added Tax Act, 1991 (Act No. 89 of 1991)	YES / NO
if Yes, state your VAT registration number?	VAT NO:
Is/are the PRICE(S) FIRM for the duration of the contract? Please circle your option.	YES / NO
If (a) NON-FIRM PRICE(S) is/are offered, please complete attached WCBD 3.1/2 form.	
Period required to commence with service after receipt of a requisition or order.	
Are you a member of any accredited organisation/institute for cleaning service? If so, what is the name of such organisation and your membership number?	YES / NO
If so, what is the name of such organisation and your membership number?	
Membership number	
What is the current value of fixed assets of your company?	
Are you a subsidiary of a holding company? If yes, name the holding Company.	YES / NO
If yes, name the holding Company.	
Contact person and telephone number should any further information be required.	
Landline number(s) - (dialing code)	
Cellular number(s)	
Note: For the purposes of this contract, use will be made of the relevant Category General Assistants as defined in the <u>Sectoral Determination 1 Contract Cleaning Sector</u> made in terms of Section 51(1) of the Basic Conditions of Employment Act No. 75 of 1997, for the General Assistants as published in the latest Government Gazette .	
Note: It is expected that the bidder shall pay his/her employees at least a minimum monthly basic wage, as prescribed for the Area concerned of the <u>Sectoral Determination 1 Contract Cleaning Sector</u> for the General Assistants Trade, as published in the latest Government Gazette .	

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LABOUR INCREASE: EXAMPLE OF CALCULATION

Contract Price Incl Vat	R				
15% Vat	R				
Total Excl. Vat	R				
15% Fixed	R		R	15% Fixed	Difference Excl. Vat
85% Variable	R	% increase	R	Plus	
			R	Excl. Vat	
			R	15% Vat	
			R	Incl. Vat (new price)	

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

Index Dated Index Dated Index Dated

Index Dated Index Dated Index Dated

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

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

DATES:

	DATE FROM - WHICH NEW CALCULATED PRICES WILL BE EFFECTIVE - APPLICABLE TO STATUTORY WAGE INCREASE AND ADDITIONAL LABOUR PERCENTAGE INCREASE	DATE UNTIL - NEW CALCULATED PRICES WILL BE EFFECTIVE - APPLICABLE TO STATUTORY WAGE INCREASE AND ADDITIONAL LABOUR PERCENTAGE INCREASE
1		
2		
3		
4		
5		
6		

PLEASE NOTE:
 PROVEN COST ADJUSTMENTS AND FORMULA-BASED ADJUSTMENTS CANNOT BOTH BE
 ENTERTAINED AT THE SAME TIME.

EVALUATION OF BIDS

- This bid will be evaluated in the following stages;
 - Stage 1: Compliance with the specifications and bid requirements
 - Stage 2: Preferential procurement evaluation/Price
- **Stage 1: Compliance with the specifications and bid requirements**
 - This evaluation is based on compliance with the SCM requirements which include, among others registration on the Central Supplier Database, submission of bids on time, and submission of all required documents completed.
 - Bids that fail to meet the requirements will be disqualified from further evaluation at this stage.
- **Stage 2: Preferential procurement evaluation/ Price**
 - Qualifying bids will further be evaluated according to the preferential procurement system based on the 80:20-point system.

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

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

Name of bidder:

Bid Number: TBH 518/2024

Closing Time: 11H00

Closing date: WEDNESDAY, 21 MAY 2025

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

Guidance in Completing the Pricing Schedule

- Please complete the unit price cost of the item as well as the Annual cost (Qty X Unit cost). The cost should be VAT inclusive. The unit cost and the total shall be used for preferential procurement evaluation.
- The Department reserves the right to extend the contract at its discretion and should the Department elect to extend the contract, the price offered shall be binding.

ITEM NO	QUANTITY REQUIRED	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)	BID PRICE IN RSA CURRENCY (INCLUDING VAT)	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
			YEAR 1	YEAR 2	YEAR 3
			All inclusive	All inclusive	All inclusive
1.	296 - Cleaning Officials	RENDERING OF A CLEANING SERVICE AT TYGERBERG HOSPITAL FOR A THREE (3) YEAR PERIOD	R	R	R
	3 YEARS	GRAND TOTAL	R		

Required by:

SUPPORT SERVICES DEPARTMENT

- At:

TYGERBERG HOSPITAL
FRANCIE VAN ZIJL DRIVE
PAROW
CAPE TOWN
7500

- Brand and model

.....

- Guarantee period

.....

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

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

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

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

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

Where:

Pa	=	The new escalated price to be calculated.
(1-V)Pt	=	85% of the original bid price. Note that Pt must always be the original bid price and not an escalated price.
D1, D2..	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
R1t, R2t..... used).	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

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

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

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

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	P PERCENTAGE OF BID PRICE

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B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

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

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

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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), Practice Note 4 of 2006 Declaration of Bidders Past SCM Practices-(SDB8), Instruction note Enhancing Compliance Monitoring and Improving Transparency and Accountability in Supply Chain Management, Practice note 7 of 2009/10 - SBD 4 Declaration of Interest, Practice Note 2010 Prohibition of Restrictive practices SBD9, 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. 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).

3. Definitions

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

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

"business interest" means -

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

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

"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—

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

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- (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

"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

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

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"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.

4. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.
 - a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either have:
 - (i) resigned as an employee of the government institution or;
 - (ii) cease conducting business with an organ of state or;
 - (iii) resign as a director/shareholder/owner/member of an entity that conducts business with an organ of state.
5. 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
6. 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; or failed to perform on any previous contract.
7. 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.
8. 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.
9. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.
10. 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.

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

Contractor to initial.....

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This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

31 May 2022

SECTION A: DETAILS OF THE ENTITY

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

Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons 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

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

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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 (RWOEE), 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 "RWOEE")	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)

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

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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	
<i>(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445.)</i>							
C5. If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?					NO	YES	N/A
C6. Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?					NO	YES	
C7. Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?					NO	YES	

Contractor to initial.....

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

31 May 2022

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 understand the content of the document;
- iii. 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, specifications and conditions or delivery particulars of the products or services to the Institution.
- iv. 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 awarding of the contract.

.....DULY

AUTHORISED REPRESENTATIVE'S SIGNATURE

Contractor to initial.....

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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 placed thereon in my presence.

.....
SIGNATURE FULL NAMES Commissioner of Oaths

Designation (rank) ex officio: Republic of South Africa

Date: Place

Business Address:

If you know of any corrupt, fraudulent or collusive actions in the institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

31 May 2022
WCBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND IN TERMS OF 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 (TENDERERS) MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER, PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND THE CODES OF GOOD PRACTICE

1. DEFINITIONS

1.1 **"acceptable tender"** means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.

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- 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, and this 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 code of good practice on 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;

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- 1.10 **"EME"** is an Exempted Micro Enterprise with an annual total revenue of R10 million or less.
- 1.11 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor 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 tendered for goods or 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;

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- (b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
- (c) Any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.

- 1.17 **QSE** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;
- 1.18 **"rand value"** means the total estimated value of a contract in Rand, 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 or services through price quotations, competitive tendering process 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 for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;
- 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;

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- 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 in order for such property to be administered for the benefit of another person.

2. GENERAL CONDITIONS

- 2.1 The following preference point systems are applicable to all bids:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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2.2 Preference point 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 point system shall be applicable; or
- (b) Either the 80/20 or 90/10 preference point system will be applicable to this tender
(delete whichever is not applicable for this tender).

2.3 Preference points for this bid (even in the case of a tender for income-generating contracts) shall be awarded for:

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

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

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

- 2.5 Failure on the part of a bidder to fill in, 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 together with the bid or an affidavit issued by 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 purchaser.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 Subject to Section 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 tenderer must submit proof of its B-BBEE status level of contributor in order to claim points for B-BBEE.
- 3.3 A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE will not be disqualified but will only score:
- (a) points out of 80 for price; and
 - (b) 0 points out of 20 for B-BBEE
- 3.4 Points scored must be rounded off to the nearest 2 decimal places.

- 3.5 In the event that 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 As per section 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 that justifies the award to another tenderer provided that it has been stipulated upfront in the tendering conditions.
- 3.7 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4.1 POINTS AWARDED FOR PRICE

4.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

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

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

Where:

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

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

5.1 POINTS AWARDED FOR PRICE

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

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

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 $P_{\max}$ = Price of highest acceptable tender

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

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- 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 table below:

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

- 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 (51% or higher)** must submit a valid, originally certified affidavit confirming turnover and level of black ownership as well as declare its empowering status or an affidavit issued by Companies Intellectual Property Commission.

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- 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 tender.
- 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:

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

8.1 B-BBEE Status Level of Contribution= (maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of 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 tender.

9. SUB-CONTRACTING

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

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

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

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10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/ entity:

10.2 VAT registration number:

10.3 Company Registration number:

10.4 TYPE OF COMPANY/ FIRM

☐ Partnership/ Joint Venture/ Consortium

☐ One-person business/ sole propriety

☐ Close corporation

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- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[SELECT APPLICABLE ONE]

10.5 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 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 in order to secure a particular B-BBEE status or any benefit associated with compliance to 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 or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 9.1 (a) above will be reported to an appropriate law enforcement agency for investigation.

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- (d) Any person convicted of an offence by a court is liable in the case of contravention of 9.4 (b) to a fine or to 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, if it becomes aware that a bidder may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury's List of Restricted Suppliers. The bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, may be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied.

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- (f) The purchaser may, in addition to any other remedy it may have –
- (i) disqualify the person from the bidding process;
 - (j) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (ii) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation; and
 - (iii) 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

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	

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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) r l 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 end 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.

5. The sworn affidavit will be valid for a period of 12 months from the date of signature by the commissioner.

Deponent signature: _____

Date: _____

Commissioner of Oaths signature & stamp

THE NATIONAL TREASURY Republic of South Africa

Contractor to initial.....



GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

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NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
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4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
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4. Incidental services
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13. Penalties
14. Termination for default
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16. Force Majeure
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18. Settlement of disputes
19. Limitation of liability
20. Governing language
21. Applicable law
22. Notices
23. Taxes and duties
24. National Industrial Participation Programme (NIPP)
25. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.17 "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.

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- 25.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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- 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 acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

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

13. Incidental services

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

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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 (17) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

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

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

16. Payment

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

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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.

17. Contract amendments

17.1 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

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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.

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- 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.

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or wilful 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

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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 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

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(10) years and / or claim damages from the bidder(s) or contractor(s) concerned.