

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

BID NUMBER: RCCH10/2024	CLOSING DATE: 21 FEBRUARY 2025	CLOSING TIME: 11:00 am
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FOR THE PROVISION OF A COMPREHENSIVE CLEANING SERVICE FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL ONE (1) YEAR SUBJECT TO SUPPLIER PERFORMANCE AND DEPARTMENTAL PRESCRIPTS, AT THE SOLE DISCRETION OF THE DEPARTMENT, AT RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL.

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

BID DOCUMENTS MUST BE POSTED TO: **VELISA BOOI, RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL
SUPPLY CHAIN MANAGEMENT, ROOM 1 C,
ADMINISTRATION BUILDING, KLIPFONTEIN ROAD,
RONDEBOSCH, 7700**

OR

DEPOSITED IN THE BID BOX SITUATED IN: **THE FOYER, ADMINISTRATIVE BUILDING, MAIN
ENTRANCE, RED CROSS WAR MEMORIAL CHILDREN'S
HOSPITAL, KLIPFONTEIN ROAD, RONDEBOSCH, 7700.**

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

COMPULSORY BRIEFING SESSION: **Multifunction Boardroom, Staff Residence Building
RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL,
KLIPFONTEIN ROAD, RONDEBOSCH, 7700.
DATE: 04 February 2025
TIME: 11H00am**

Prospective Service Providers (PSP) must ensure to meet at Administration building before **11H00** and are reminded that **no access will be permitted to the venue later than 11h15.**

1. 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. Shade Dirks at (021) 658 5895, or email rxh.bidsdepartment@westerncape.gov.za or Mr. Velisa Booï at (021) 658 5698, or email: rxh.bidsdepartment@westerncape.gov.za for assistance during office hours. The bid box is generally open during business hours Monday to Friday from 07h30 till 15h30, 5 days a week excluding public holidays.
2. 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.**

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3. 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 indicated on the envelope.
4. **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

5. **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.
6. **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.**
7. 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**.
8. **NB:** In bids where Consortia / Joint Ventures / Sub-Contractors are involved; each party **MUST** submit ALL MANDATORY documents. Failure to provide or comply with this requirement will render this bid invalid.
9. All other mandatory documents held on CSD will be accepted by Western Cape Government Health (WCGH) for the consideration of formal bids.
10. This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract. **The 80:20 Points System is applicable to this bid.**
11. The following completed bid documents are the documents required in your bid and can be submitted to this office in the order as suggested:

WCBD 1 – The Bid. (FAILURE TO COMPLETE AND SIGN PART A & PART B FORMS WILL INVALIDATE YOUR BID.)
Instructions for Completing Bid Documents
Section A – Evaluation Criteria
Note to Bidders – Profit Before Tax Percentage
WCBD 3.1 - Specification/your schedule of offers
WCBD 4 – Declaration of interest
Amended WCBD 6.1 – form to claim points as BBBEE contributor

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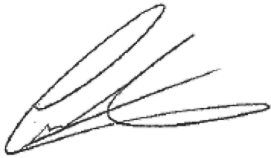
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- | |
|---|
| <ul style="list-style-type: none"> • Sworn Affidavit – BBBEE Qualifying Small Enterprise |
| <ul style="list-style-type: none"> • BBBEE Certificate (valid original or certified copy) |

12. Please refer to all technical / specification enquiries to Ms. Zikhona Ndevu by email: rxh.bidsdepartment@westerncape.gov.za.



Acting Deputy Director: Finance and Supply Chain Management
Ms. Charelle-Dene Castles
Date: 17 January 2025

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PART A INVITATION TO BID

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

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

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

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

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

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

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL (RCWMCH)					
BID NUMBER:	RCCH10/2024	CLOSING DATE:	21 JANUARY 2025	CLOSING TIME:	11H00AM
DESCRIPTION	FOR THE PROVISION OF A COMPREHENSIVE CLEANING SERVICE FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL ONE (1) YEAR SUBJECT TO SUPPLIER PERFORMANCE AND DEPARTMENTAL PRESCRIPTS, AT THE SOLE DISCRETION OF THE DEPARTMENT, AT RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT RCWMCH IN THE ADMINISTRATION BUILDING					
THE FOYER, ADMINISTRATION BUILDING, RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL					
CORNER MILNER ROAD AND KLIPFONTEIN ROAD					
RONDEBOSCH					
7700					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MR. V. BOOI		CONTACT PERSON	MZ. Z. NDEVU	
TELEPHONE NUMBER	ENQUIRIES IN WRITING		TELEPHONE NUMBER	ENQUIRIES IN WRITING	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	rxh.bidsdepartment@westerncape.gov.za		E-MAIL ADDRESS	rxh.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					

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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.			

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PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCBD7.1).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF THE STATE TO VIEW THE TAXPAYERS 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 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 CLOSED 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:

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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:

Conditions	<u>Comply</u> Yes/No	Notes
1. Complete all the documents and forms this bid invitation document provides.		
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 for, 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. Bidders are permitted to submit video/CD/samples/product literature/catalogues to support their statements of competence and are to confirm that such is true and		

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accurate reflections of the service/s which the bidder intends to provide.		
12. All additional supporting documentation returned as part of this tender MUST be given a document number marked on each page of the document.		

SECTION A: EVALUATION CRITERIA

ADJUDICATING PROCESS	<u>COMPLY</u> YES/NO	NOTES
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. Preference points will be allocated in terms of the balanced scorecard. Bidders must provide a valid BBBEE certificate at the close of the bid.		
3. However, only bids that are found to be acceptable will be allocated Preference Points.		
EVALUATION CRITERIA	<u>COMPLY</u> YES/NO	NOTES
<i>Bids will be deemed to be acceptable if: (Inter Alia)</i>		
1. Compliant with Condition and Legitimacy Test		
2. Central Suppliers Database Bidders are to be registered on the Central Supplier Database.		
3. Compliant with the Specification		
4. Compliant with latent and other factors which may affect the award of the bid		

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TAX CLEARANCE CERTIFICATE REQUIREMENTS

1. To meet this requirement bidders are required to complete in full the attached form TCC 003 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office Nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. **Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will be acceptable.**
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 003 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via e-Filing. To use this provision, taxpayers will need to register with SARS as e-Filers through the website www.sars.gov.za.

Please confirm that you are duly registered on the **Central Supplier Database**.

YES/NO

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WESTERN CAPE DEPARTMENT OF HEALTH & WELLNESS RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL

THIS DOCUMENT SETS OUT THE SPECIFICATIONS FOR:

FOR THE PROVISION OF A COMPREHENSIVE CLEANING SERVICE FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL ONE (1) YEAR SUBJECT TO SUPPLIER PERFORMANCE AND DEPARTMENTAL PRESCRIPTS, AT THE SOLE DISCRETION OF THE DEPARTMENT, AT RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL.

BID NUMBER: RCCH10/2024

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.

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NOTE: SHOULD THE SERVICES OFFERED DEVIATE FROM ANY SPECIFIED TECHNICAL 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.		DETAILS OF OFFER IF YOUR OFFER COMPLIES WITH THE APPLICABLE BLOCK OF PARAGRAPHS THEN NOTE "COMPLY/DOES NOT COMPLY" IN THE "DETAILS OF OFFER" BOX ADJACENT TO THE BLOCK.
1.	SCOPE:	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
1.1	This specification establishes the requirements for the provision of a comprehensive cleaning service for a period of three (3) years with an option to extend the contract for an additional one (1) year subject to supplier performance and departmental prescripts, at the sole discretion of the department, at Red Cross War Memorial Children's Hospital.	
1.2	The Hospital reserves the right to extend the contract for an additional one (1) year, based on the satisfactory performance of the service provider, specifically with reference to:	
1.3	The services offered must comply with or exceed all the minimum performance specifications as indicated in the bid document, supported by product specifications / brochures.	
1.4	The successful bidder should ensure that they remain compliant with all the requirements of this bid for the entire duration of the contract.	
1.5	All prices shall include VAT and are to be firm prices in Rands (a period of 60 days from the tender closing date is the minimum validity period).	
2.	APPLICABLE DOCUMENTS:	REPLY: COMPLY / DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
<i>Legislative and regulatory requirements contained in the various pieces of legislation will apply in this bid and the successful bidder must comply with the applicable legislation and regulatory standards/policies as set in the present and future of relevant legislation including but not limited to the following:</i>		
2.1	General Condition of Contract (Annexure A). No alterations are allowed.	
2.2	Public or private company registration certificate	
2.3	Names of the directors and shareholders certificates	

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2.4	CK3 Certificate – Registration of Closed Corporation	
2.5	CK2 Certificate – Change of name or ownership	
2.6	Joint Ventures – Partnership agreements	
2.7	Registration for Compensation for Occupation Injuries and Diseases Act 130 of 1993	
2.8	Certification from the Department of Labour with regards to Compensation for Occupational Injuries and Diseases Act 130 of 1993 as amended.	
2.9	Valid certificate of compliance from the Department of Labour with regards to “Unemployment Insurance Fund”.	
2.10	Any other documents that may be required to fulfil national regulations to comply with all Health and Safety standards as promulgated. Such regulations will include specific standards referring to the safety of children.	
3	LABOUR BROKERS:	REPLY: COMPLY / DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required”
3.1	Are you, or is your entity, in possession of a current Exemption Certificate (IRP30) from SARS? If “YES”, please attach a copy	
3.2	If you have membership with a cleaning contract association, please attach a copy – this is not mandatory	
4.	REQUIREMENTS:	REPLY: COMPLY / DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required”
4.1	The Bidder shall indicate if the offer complies with the stated requirements, by indicating, “ Comply ” or “ Does not comply ” next to the corresponding clauses;	
4.2	The Bidder shall clearly state any parameter values or additional information as requested in the relevant clause;	
4.3	The Bidder shall provide a clear pricing schedule listing all the requirements and the associated pricing;	
4.4	All responses shall be clear and legible;	
4.5	All prices are to include VAT and are to be firm prices in Rand. The Bidder shall state the period for which the firm price is valid;	

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4.6	Details shall be supplied where asked. This detail shall be considered during the adjudication process	
4.7	Each offer shall be accompanied by a completed specifications document. Failure to comply with this instruction shall lead to the disqualification of the offer.	
4.8	The Hospital reserves the right to inspect the bidder's premises and the premises of any references supplied before the bid has been adjudicated at any time without a notice.	
4.9	We require written proof 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 (Sectoral Determination 3): as amended (Government Gazette No 43326, Government Notice No. 3430 of 35 December 2037). This will be submitted for each staff member on site within 6 (six) months of the start of the contract.	
5.	TECHNICAL SPECIFICATIONS	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
NB: THE BID EVALUATION COMMITTEE (BEC) WILL REVIEW ANY DEVIATIONS SPECIFIED TO DETERMINE IF THE NATURE OF THE DEVIATION IS OF A MATERIAL NATURE. MATERIAL DEVIATIONS ARE ANY DIFFERENCES IN REQUIREMENTS WHERE SUCH DIFFERENCES WOULD AFFECT THE OPTIMUM SERVICE. THE BEC RESERVES THE RIGHT TO ALLOW SLIGHT DEVIATIONS IN SPECIFICATIONS; SUCH DEVIATIONS SHOULD NOT COMPROMISE THE FUNCTIONALITY OF THE SYSTEM NOR COMPROMISE PATIENT CARE.		
5.1	LIABILITIES:	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
5.1.1	Indemnify the Hospital against any losses or damages to the contractor's property. Every endeavor will be made to protect the firm's property, but the Hospital will not accept responsibility for any loss or damage thereof.	
5.1.2	Obey all applicable Hospital rules and regulations whilst on hospital premises.	
5.1.3	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.	
5.1.4	The Hospital will not accept any responsibility in the event of injury, fatal or otherwise to the contractor or his/her staff on Hospital premises in the execution of their duties.	
5.1.5	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.	
5.1.6	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 Western Cape Government in terms of the bid whilst acting within the course and scope of these duties and employment.	
5.1.7	The contractor indemnifies and hold the Western Cape Government blameless against the damage to property and	

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	loss or property of the Western Cape Government and any third party that may be involved.	
5.1.8	The successful bidder must obtain Public Liability Insurance at his own cost commensurate with the risks to which he is exposed. Such insurance must also make provision for all vicarious losses and claims for which the bidder or his staff may be responsible. It is a condition of this bid that the successful bidder must submit proof of its Public Liability Insurance with his bid document.	
5.1.9	Proof of the validity of the public liability insurance cover is to be submitted on a quarterly basis to the Supply Chain Management Unit – Contract Administration Section.	
5.1.10	It is mandatory that all health workers be vaccinated against Hepatitis B . Three doses of vaccine are required each four weeks apart. It is a condition of this bid that the successful bidder must submit proof of 3 doses vaccination before commencing of service, and that all staff to be allocated on site has been vaccinated Including replacement cleaners. This applies to relief staff as well. This will be discussed with the winning bidder; a two-week period is deemed sufficient failure to comply might lead to the institution to act in line with the GCC	
5.1.11	The service provider is liable to ensure that their staff is vaccinated for future dread disease outbreaks.	
5.1.12	The service provider must provide appropriate PPE as per the Department of Health and Wellness, and for any future outbreaks.	
5.2	ADVERTISING AND TRADING:	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
5.2.1	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.	
5.3	SUB-CONTRACTING OR EMPLOYMENT OF STAFF FROM OTHER PARTIES:	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
5.3.1	The contractor shall only make use of his own site-trained cleaners in accordance with the specifications described in this bid.	
5.3.2	No person other than an employee of the winning bidder shall at any time replace or relieve any of the contractor's employees. The successful bidder is to administer and carry out the proposed cleaning service himself. The use of sub-contractors will not be allowed.	

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5.4	CHANGES TO BIDDER'S OPERATIONAL STATUS:	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
5.4.1	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. Should any deviation or changes occur, the successful bidder must advise the Department accordingly.	
5.4.2	Material deviations from the position as it was at the time of awarding the bid may result in the Department having to apply remedial action.	
5.5	SERVICE LEVEL AGREEMENT:	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
5.5.1	A Service Level Agreement will be negotiated and agreed upon with the successful bidder. Both parties must sign the service level agreement within six months of the award.	
5.6	PERMANENT REDUCTION OR INCREASE IN SCOPE OF SERVICE:	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
5.6.1	The Hospital reserves the right to permanently decrease the number of cleaners by giving the Contractor 2 months (60 days) written notice of its intention to do so.	
5.6.2	The reduced price shall be negotiated with the Contractor and shall be calculated on a proportional basis.	
5.6.3	Similarly, the Hospital reserves the right to permanently increase the number of cleaners.	
5.6.4	The increased price shall be negotiated with the Contractor and shall be calculated on a proportional basis.	
5.6.5	At the beginning of each month the Contractor shall deliver to the Hospital a comprehensive and detailed roster giving the details on a shift-by-shift basis of the names of the cleaners to be allocated on site. Details are to include off-days, relievers, names, surnames and point to which he/she is to be allocated. Daily changes to the roster and reasons therefore are to be communicated to the contract manager immediately. The Contractor to provide the employment number of each personnel.	
5.6.6	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. This will be negotiated and paid over and above as a contract expansion (emergency)	
5.6.7	The Hospital will stipulate whether a cleaner is required for an 8-hour or 10/12-hour shift in line with common labour practice. See an example on ADDENDUM B	

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5.7	LOSS, DAMAGE AND SAFEKEEPING OF HOSPITAL PROPERTY:	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
5.7.1	The Contractor 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.	
5.7.2	The Contractor shall be responsible for any loss or damage to hospital equipment/ property in his possession if such damage is of a criminal or negligent nature.	
5.7.3	The Hospital in consultation with the Contractor shall determine the replacement cost of Hospital equipment/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.	
5.7.4	The Contractor shall immediately return to the authorised Hospital representative any item of Hospital Property found/recovered by the Contractor's staff in the course of their duties.	
5.7.5	Authorised Hospital representatives of Hospital Management, Hospital Infection Control, Hospital Security, and the Contract Administrator shall be given reasonable access to any facility allocated to them by the hospital at all times by the Contractor. Such access may not be refused for functional, control or inspection purposes.	
5.7.6	No change/alterations/additions to the building or infrastructure are allowed without prior written authority from the Hospital Engineer.	
5.8	PARTICULARS OF CLEANERS TO BE ALLOCATED AT THE SITE:	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
5.8.1	The Contractor must provide full particulars of the cleaners to be allocated within 3 (three) weeks prior to commencement of the service. A separate list must be completed for each posting.	
5.8.2	The Contractor shall at his own costs ensure that all staff have onsite training prior to commencement of service period. In-service training, especially on Infection Prevention and Control (IPC) must be conducted quarterly. Proof of such training must be submitted to the IPC coordinator of the hospital.	
5.8.3	Newly appointed staff must perform a 24-hour day shift (at his own cost) for training, before they will be allowed on duty for a normal shift – as it is a medico-legal risk for untrained personnel to work on the premises of a health care facility without such precautions.	
5.8.4	The Contractor shall ensure that the staff provided shall have a clearance certification for each staff member, by the South African Police Service to indicate that they have no criminal record, Proof must be submitted 3 (three) weeks before commencement of the contract and kept in the file of each employee (temporary, permanent and replacement).	

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5.8.5	The contractor shall only employ South African Citizens (or foreigners with a valid current work permit).	
5.8.5	Must be able to communicate, read and write in English .	
5.8.6	Equitable representation of staff as per Affirmative Action Legislation.	
5.8.7	On-site Administration: All on-site administration shall be done in accordance with the site instructions as communicated to the Contractor in writing from time to time by the Contract Manager and/or his delegated official. Such administrative functions may include the following inter alia: The Code of Conduct of the cleaner. Standards of performance of cleaners and deviations from standards. Uniform and dress standards Equipment usage and care. Inspections and posting of cleaners on site must be done before every shift in terms of a duty roster. Lost and found property administration. Controlling of duty allocations. Reporting of incidents via site supervisor to the Contract Manager in writing within 24 hours. The successful company must maintain an on-duty register to monitor the daily signing-in and signing-off times in areas of allocation. Copies of the relevant hours recorded must be reconciled and attached to all original invoices. The institution will ONLY make payments after verifying the attendance register and biometric system (the bidder to install and maintain biometric system at their own cost). The Contractor is responsible for overall management and supervision of the cleaners provided in terms of the agreement for 24 hours services. 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. The Contractor shall appoint a Contract Project Officer who shall work in close cooperation with the Hospital Contract Administrator to facilitate the flow of accounts, payments,	

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	information, solving of problems, etc. between the parties. 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. The Contract Project Officer shall liaise with the Hospital Contract Administrator on a daily basis.	
5.9	EXPECTED PERFORMANCE CRITERIA:	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
5.9.1	The Contractor must provide a detailed job description as per job titles, failure to submit will lead to offer made non-compliant.	
5.9.2	The Hospital 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 and/or extraordinary circumstances.	
5.10	COMMUNICATION:	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
5.10.1	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.	
5.10.2	The Hospital's Contract Administrator shall also address operational and technical problems that may arise in consultation with the Contract Project Officer.	
5.10.3	Regular (Monthly, quarterly, or ad hoc) meetings will be held with the Contractor and other stakeholders as determined by the Hospital's Contract Administrator. Minutes will be held of such meetings.	
5.11	STAFF FACILITIES:	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
5.11.1	In terms of the Facilities Regulations promulgated in Notice R924 the hospital will ensure that proper facilities are provided for workers in terms of safekeeping of possessions, toilets, changing rooms and staff room in their designated areas of work. This area will be available for the storage of equipment as well.	
5.11.2	The Contractor is to devise and implement control systems to prevent vandalism, graffiti, theft and damage to the building infrastructure and fittings etc.	
5.11.3	The Contractor is to provide all the necessary consumables for each area as per the contract at his own cost, and it is mandatory for the Contractor to have adequate stock levels and to ensure there is enough stock balance on hand to avoid hampering service delivery, a quarterly inventory list must be provided to the hospital.	

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5.11.4	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.	
5.11.5	The contractor is allowed to use the Hospital's ablution facilities at the designated areas.	
5.11.6	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.	
5.11.7	The Contractor shall be responsible for the safe keeping of the entire area as well as the safekeeping of Hospital property entrusted to his care.	
5.11.8	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.	
5.11.9	The Contractor is to keep the area in a clean and hygienic condition.	
5.11.10	It may be necessary, for operational reasons, to establish other similar satellite facilities in other buildings for use by the Contractor. Where this occurs, it will be formally documented together with the condition of use and appended to the Service Level Agreement.	
5.11.11	The Contractor must provide sufficient numbers of staff to render the specified on-site (RCWMCH) services and the Division of Child and Adolescent Psychiatry (DCAP) offsite, satisfactorily, and efficiently at all times. Contract Cleaning Supervisors Contract Departmental Cleaning Manager Contract Service Staff	
5.11.12	Bidders must submit an organogram of the proposed Cleaning Service staff that will be allocated on-site at the Hospital with full details of the staff to be allocated per shift (Where possible their qualifications, experience, and duties must also be provided).	
5.11.13	Bidders must ensure appropriate supervisory structures are in place and the service is always adequately always supervised and perform its duties properly.	
5.11.14	The contractor to provide appropriate uniform attire and Personal Protective Clothing (PPE) to all the cleaning staff officials and the uniform must be SABS approved, 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. Working in specialised areas staff should have additional scrubs e.g. Operations Theatre, Linen Bank, CSSD, Burns Unit, Emergency Services and PICU etc.	
5.11.15	The Contractor must ensure all the cleaning staff are appropriately dressed and presentable while on the Hospital premises	
5.11.16	The Contractor shall provide his staff with photo-identification badges, which shall be worn and always displayed by the staff while on the Hospital premises. This must clearly indicate company name, photo, rank and name, surname.	

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5.11.17	The Contractor to inform staff prior to commencement of the contract that this Hospital is a smoke-free environment.	
5.11.18	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 for always maintaining discipline.	
5.11.19	The Contractor shall ensure that his staff carry out their duties and behave orderly manner as may be reasonably practicable while on Hospital premises; that they shall have regard for the nature of the duties they perform and, that no unreasonable or unnecessary disruption will be caused to the routine and procedure of the Hospital's staff and Hospital functioning.	
5.11.20	The contractor's staff is to respect the hospital patient's rights to privacy and confidentiality in line with POPIA and the hospital's policy and regulations.	
5.11.21	The Hospital's Contract Administrator shall have the right to instruct the Contract Project Officer to remove any of the Contractor's staff who engages in horseplay, is disorderly, is disruptive, who transgresses any Hospital policy, or is under the influence of alcohol or other substance, who divulges any detail of hospital patients or whose presence onsite is undesirable from the Hospital premises.	
6.	EXPECTATIONS OF THE ON-SITE CLEANING SERVICE:	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
6.1	A representative of the contractor shall visit the hospital once a week to accompany a designated hospital staff member on inspections. This must be documented.	
6.2	The contractor MUST have a minimum of 3 years' experience in the cleaning of hospitals and healthcare facilities.	
6.3	The Contractor's staff shall be orientated by the client to perform special tasks, e.g. medical waste, handling emergency requests etc.	
6.4	The Contractor's staff may be required to respond to emergency cleaning needs even outside designated areas but within the hospital/institute.	
6.5	The Hospital Management retains the right to call on the Contractor in cases of emergency cleaning i.e. floods, and outbreaks in the areas as set out in Addendum C: Site Specific Specifications above and beyond their normal duties.	
6.6	At all times Supervisors and Cleaners must present an acceptable image/appearance which implies inter alia that they may not sit, lounge about, eat, drink, argue, make use of cell phones etc. while attending to duties.	
6.7	The Contractor must ensure their Cleaning Supervisors has undergone and given appropriate training on cleaning, Infection Prevention and Control (IPC) and Service Level Agreement.	

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7	OBLIGATIONS OF RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL:	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
7.1	The Department shall provide free of charge all necessary light, water, power, and other facilities that may be required by the service provider to perform its cleaning services.	
7.2	All internal calls, inside the Hospital Complex, will be free of charge.	
7.3	The Department shall supply toilet paper, hand soap, plastic bags and hand towels for all the toilets that must be cleaned in accordance with the contract.	
7.4	Red Cross War Memorial Children's Hospital (RCWMCH) shall supply their own cleaning personnel trained in: Prevention of injury ("sharps") Hospital policy on Waste Management Stock Controller in the Linen, Equipment (WCG) (as and where stipulated in Addendum D: Site Specific Specifications) – report if repairs needed (complete repair requisition) A copy of the Safety, Health, Environment, Risk & Quality (SHERQ Policy) will be provided to the Contractor.	
8.	MANPOWER OF THE ON-SITE CLEANING SERVICE:	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
8.1	The Contractor shall determine, and the Department approve/recommend the number of workers needed to render an acceptable standard of cleaning service to the Hospital.	
8.2	After the compulsory site inspection, the contractor is to supply a detailed list of: • Number of staff needed to render the service • Categories of staff (including supervisors per shift) required, divided into: ➤ Day shifts - indicate times ➤ Night shifts - indicate times ➤ Areas where staff will be allocated This list will form part of the evaluation process.	
8.3	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. Failure to comply herewith may result in the bid not being considered for evaluation purposes.	

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9	EQUIPMENT AVAILABILITY:	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
9.1	The equipment, all SABS approved – must be placed at the Institution before the commencement of the contract and must remain on site. Spot check will be done regularly to confirm equipment if it is still available. The equipment must include but is not limited to:	
9.1.1	Vacuum Cleaners	
9.1.2	Scrubbers / Buffers	
9.1.3	Wet Pick-Up Vacuums	
9.1.4	Double Bucket systems	
9.1.5	Wet Floor Signs	
9.1.6	Extension Leads of varying lengths – marked as the property of the Supplier. Attention is drawn to the OHS Act which stipulates that a "lead" register is to be maintained.	
9.1.7	Ladders marked as the property of the Supplier. Attention is drawn to the OHS Act which stipulates that a "ladder" register is to be maintained.	
9.1.8	Scrapers/maslin tools for sticky substances such as chewing gum	
9.1.9	Dust pans	
9.1.10	Mops (to be exchanged with new mops every second month or as needed) and stored clean/dry	
9.1.11	Wax applicators	
9.1.12	High dusting stick	

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9.1.13	Window cleaners/squeezers	
9.1.14	High pressure gun (3 minimum)	
9.1.15	Blowers (5 minimum)	
9.1.16	Janitor trolleys	
9.1.17	Brooms and scoops for interior and exterior	
9.1.18	Any other equipment the Supplier deems necessary	
9.2	The Contractor shall keep all cleaning equipment to be used on the Hospital premises in good working condition. If equipment, especially electrical equipment is removed from the hospital premises for repairs it is to be replaced immediately.	
9.3	A register of equipment indicating a maintenance/replacement plan is to be kept on-site for inspection.	
9.4	The cleaning method, chemicals used, and waste disposal must comply with current hospital protocol (included) as well as the infection prevention protocols. All chemicals and cleaning agents must be clearly labelled and stored in containers with screw caps – see Addendum D	
10.	PENALTIES:	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
10.1	Deductions and penalties incurred against the Contractor for every hour of work not performed will be deducted according to the Contract/Service Level Agreement. (Part of an hour will be regarded as a full hour.)	
10.2	The Contractor will be penalised, and pro rata deductions will be made for not adhering to the agreed conditions of contract.	

11	MISCELLANEOUS PENALTIES:	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
11.1	Late postings per person (½ hour after schedule time) R100.00 per person.	
11.2	Postings more than 1 hour after scheduled time R200.00 per person.	

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11.3	Failure to post a person per day R500.00 per person and/or a contingency plan to be provided within 48 hours – to avoid re-occurrence of the incident.	
11.4	Asleep on duty R500.00 deducted and the relevant disciplinary action to be provided to the contract manager.	
11.5	Failure to wear and display identity cards R50.00 per occurrence. A clear identification card of the Contractor with the member's photo, full name, identification number, always worn conspicuously on his/her person	
11.6	Failure to adhere to dress code R50.00 per occurrence (the bidder to supply a copy of the dress code/policy).	
11.7	Absent from point of duty without permission/absent from the allocated duty point without leave R200.00 per occurrence.	
11.8	Posting of untrained staff R200.00 per occurrence.	
11.9	Faulty equipment which contravenes the Health and Safety Act or places the staff at risk of injury will be viewed in a serious light. A list of equipment is to be provided which can be inspected by the Health and Safety Officer of the Hospital on any given day – R1000.00 per occurrence.	
11.10	Not providing the cleaning products, especially where the consumables are “taken” from the hospital. This is viewed as dishonesty and the contract may be cancelled at short notice. Termination of contract will be an appropriate penalty pursuant the correct investigative outcome.	
12	BREACH OF CONTRACT:	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required”
12.1	Should either party commit a breach of the provisions of the contract and fail to remedy the breach within 14 (fourteen) days after receipt of written notice to do so, the non-defaulting party shall be entitled to cancel the contract on written notice, sent to the other party at the address appearing in the bid documents, without prejudice to any other right which the non defaulting party may have as a result of such breach. The parties agree that the provision of Paragraph 23 of the General Conditions of Contract will apply in such an event if it is not in conflict with this contract.	
12.2	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 6 (six) months of the WCBD 7.1 Signatory. 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 Wellness, and provided that the cessionary is able to comply with all requirements of this contract.	

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

13.	NEGOTIATIONS:	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
13.1	The Department of Health and Wellness reserves the right to enter negotiations with bidders (before the contract is concluded) and contractors (after the contract is concluded) regarding inter alia price revisions, increases, and service delivery should it be deemed necessary.	
14	PAYMENT:	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
14.1	Payment will take place ONLY once per month. The first payment can only be expected between 45 and 60 days after the commencement of the contract. Thereafter payment may be expected within 30 days of submission of invoice (with the required attendance registers attached) at the end of the month in which the service was provided.	
14.2	The hospital shall pay to the Contractor the quoted price for the services rendered, with the hospital retaining the right to deduct from the monthly payments, 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.	
15	INDEMINITY:	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
15.1	The Contractor agrees to hold Red Cross War Memorial Children's Hospital harmless and keep it indemnified for the duration of this contract, against all actions, demands, law suits, legal 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 arising from damage or loss to property or injury/death to persons caused whilst his staff caused in the course of the agreed service delivery.	
16	PUBLIC LIABILITY INSURANCE:	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
16.1	The bidder is to attach a copy of their valid public liability insurance certificate.	
16.2	The Contractor must, on a quarterly basis, submit to the Contract Administrator: Red Cross War Memorial Children's Hospital proof of the validity and continuance of its Public Liability Insurance Policy. The contract is to state in detail what is covered by the insurance certificate	

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16.3	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 contractor liable for any loss that Red Cross War Memorial Children's Hospital may suffer due to its non-compliance of this clause.	
17.	PERFORMANCE MONITORING:	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
17.1	Constant performance monitoring will be conducted to ensure that the successful bidder meets their contractual obligations and that contracts run with as little disruption as possible. The successful bidder will work alongside the Institution, and performance will thus be monitored.	
17.2	Performance will be assessed using the terms and conditions indicated on the SLA.	
17.3	The successful supplier will have to provide Red Cross War Memorial Children's Hospital with invoices for auditing purposes.	
18.	GENERAL:	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
Receipt of the invitation to bid does not confer any right on any party in respect of the services or respect of, or against, the Department of Health & Wellness. The Western Cape Department of Health & Wellness reserves the right, in its sole discretion:		
18.1	To amend the bid process, closing date, or any other date at its sole discretion.	
18.2	To cancel the bid or any part of the bid before the bid has been awarded.	
18.3	Not to accept the lowest or any other bid and to accept the bid which it deems shall be in the best interest of the Department.	
18.4	Not to award the bid to the highest points or lowest price, To reject all responses submitted and to embark on a new bid process.	
18.5	To withdraw any services from the bid process.	
18.6	To terminate any party's participation in the bid process.	
18.7	To accept or reject any response to this invitation to bid on notice to the bidders without liability to any party.	

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18.8	To extend or expand the contract on written request from the Department.	
18.9	Accordingly, parties have no rights, expressed or implied, with respect to any of the services because of their participation in the bid process.	
19.	COMPULSORY BRIEFING SESSION:	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
19.1	Multifunction Boardroom, Staff Residence Building RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL, KLIPFONTEIN ROAD, RONDEBOSCH, 7700. DATE: 04 February 2025 TIME: 11H00am Prospective Service Providers (PSP) must ensure to meet at Administration building before 11H00 and are reminded that no access will be permitted to the venue later than 11h15.	

ADDENDUM A

QUESTIONNAIRE: ORGANISATION FINANCIAL AND INFRASTRUCTURE CAPACITY OF THE BIDDER

The information requested will assist The Department to evaluate the organisation and infrastructure capacity of the bidder to perform the specified requirements of this bid.
The Department reserves the right to carry out physical inspections to validate all or some of the information provided.
The information provided in this section is therefore of critical importance. If, after careful consideration, the Department is of the opinion that the bidder does not have the capacity, infrastructure or managerial/supervising skills to properly manage, perform and maintain the requirements of this bid, such a bid shall not be considered for acceptance.
Bidders may furnish additional information in writing and attach it to the last page of this section when submitting the bid.
Where applicable the appropriate "YES" or "NO" block must be marked with an "X".

FINANCIAL STANDING

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

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

The Department thus requires proof of reserve by way of the last 3 (three) months bank statements of the bidder to ascertain if the Vendor is able to purchase said equipment and pay their staff.

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ORGANISATIONAL HUMAN RESOURCES

OWNERSHIP SURNAME & INITIALS	ID NUMBER	DESIGNATION OR TITLE	CITIZENSHIP	MALE OR FEMALE	ETHNIC GROUP	% OWNERSHIP

Contractor to initial.....

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Do any of the above have any ownership or interest in any other Cleaning or Linen Contractors Business

YES

NO

If YES, full details must be declared with the bid.

MANAGEMENT SURNAME & INITIALS	ID NUMBER	MALE OR FEMALE	ETHNIC GROUP	CITIZEN- SHIP	DESIGNATION OR TITLE

Contractor to initial.....

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Full details with documentary evidence are to be provided with the bid as to how the bidders will finance the contract.

Total Number of Employees

Designation	Number
Management	
Supervisors	
Administration	
Cleaners	
Other	

Indicate Percentage Turnover of Cleaners during the last 32 Months.

Designation	Number
Less than 20%	
Between 23.50%	
Over 50%	

PHYSICAL INFRASTRUCTURE

State the bidder's administrative office which will be responsible for the site, indicating the physical address and telephone numbers.

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Does the bidder have a contingency capacity in case of emergencies on their site? **State capacity – additional pages may be added.**

Contractor to initial.....

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Does the bidder have a rapid response plan for the deployment of standby staff in case of emergencies?
State details including guaranteed response time – additional pages may be added.

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Uniforms

The bidder will have a dress code that makes it compulsory for staff to always wear clean and neat uniform.
The uniform shall be distinguishable from the public and Hospital staff.

Yes	No
Yes	No
Yes	No

Identification Badges

Does the bidder have its own corporate photo-identification badge which is Compulsory for employees to display clearly when on site.

Cleaning Contract Experience

Previous cleaning contract experience over the past five (5) years.

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

Current cleaning contract experience.

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

Contractor to initial.....

ADDENDUM B

Example of manpower allocation on a daily shift basis					
Day Shift: (Monday to Sunday) Shift A – 07h00 – 19h00 Number of GA – 49 (excluding x 6 OPD for weekends) Day Shift: (Monday to Friday) (excluding Public Holiday) Shift B – 07h00 – 16h00 Number of GA – 51 Night Shift: (Monday to Sunday) Shift C – 19h00 – 07h00 Number of GA – 27 General Cleaners					
			Shift B Monday to Friday (excl. public holiday)	Shift C Monday to Sunday	
Area	Total	Shift A Monday to Sunday			
Wards		07:00-19:00	07:00-16:00	19:00-07:00	
B1	2	0	1	1	
B2	2	0	1	1	
ICU	11	6	2	3	
C2	4	2	1	1	
C3/ Theatre	5	1	3	1	

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D1	2		1	1
D2	2		1	1
E1	2		1	1
E2	2		1	1
F1	2	1		1
F2	1	1		
G1	5	2	2	1
Trauma Ward and Trauma Theatre	6	3	1	2
RMH	4	3	1	0
S11	7	3	1	3
Medical Emergency and Trauma	14	7	3	4
OPD	8	*6	2	
CSSD	4	2	2	
PHARMACY	1		1	
A4/FOOTAGE/FRIENDS/HOUSEKEEPING/CLINICAL ENGINEERING	1		1	
A7 & THEATRE - Orthopaedic theatre	3	1	2	
A11&B11	2		2	
MEDICAL RECORDS	1		1	
NURSING ADMIN/SOCIALWORKERS/ECHO	1		1	
ICH BUILDING	2		2	
D3/D4/E3/SCHOOL	1		1	
RADIOLOGY	2		2	
HR	1		1	
FINANCE	1		1	
LINEN BANK	2		2	
G2/SWIMMING POOL/BOARDROOMS	1		1	
STORES/WORKSHOP/A BLOCK MALE & FEMALE	1		1	
EDUCATION	1		1	
PARENTS ACCOMODATION	2	2		
STAFF RESIDENCE	1		1	
TRUST/STAFF HEALTH/ENGINEERING	1		1	
CAPSA/SECURITY AREAS (GAURDS HOUSE) CAFETERIA	1		1	
CRECHE	2	1	1	
MAIN KITCHEN/MILK	3	3		
MAIN HOSPITAL	2	1		1
ORTHOPEADIC WARD	6	2	2	2
GROUNDSMAN	2		2	

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NIGHT SHIFT PASSAGES	2			2
TERMINAL CLEANING	2	2		
	128	50	51	27

Bidders should note that the above is the Hospital requirement and does not represent the number of general assistants to be employed for this contract. Care must be taken therefore from the bidders to ensure that they employ adequate capacity to cover sick leave, annual leave, relief duties etc consistent with the Basic Conditions of Employment and other applicable legislation.

The Hospital specified the service need, the bidders should plan and cost-appropriate human resource requirements to render the service. It should be noted that the above allocation is subject to change as per hospital needs.

The scope of the service may change in the duration of the contract due to current and future renovations taking place in the Hospital. It is not expected that the changes would reduce the number of cleaners required.

The Contractor will supply all cleaning materials and equipment necessary for carrying out the roles and responsibilities as stipulated in the contract term of reference.

ADDENDUM F

SPECIFICATIONS FOR MAIN KITCHEN AND MILK ROOM OVERNIGHT DEEP- CLEAN – OVER 2 NIGHTS

1. All stainless-steel tables in all areas; incl bottom shelves.
2. All stainless-steel sinks inside and outside.
3. Wash back door & front door and safety gate.
4. Walk-in-freezer room (**scrub floor, wash walls and shelves**)
5. Walk-in-cold rooms: X4 (**wash outside doors, handles, and edgings, - strip floors, wash walls and shelves – including pigswirl fridge**)
6. Freezer boxes:X1 (**scrub inside and outside**)
7. Scrubbing of all floor areas.
8. All filters removed and cleaned
9. All canopies cleaned and polished.
10. All wall areas up to ceiling
11. All stainless-steel equipment: X2 (**Pots, X2 & tilting pans – clean shiny outside & lids**)
12. Combi Steamers x2 (inside & outside).
13. Wash potatoe-peeler.
14. Scrub and disinfect chopping boards.
15. **Stoves with ovens: (gas stove & solid plate stove)**
16. **Chip fryer:** top, sides & front
17. Clean all stoves: top, sides, ovens. (**Solid plate & gas**)
18. Stainless surfaces & zinks down to shelving & foot-stand. (top & bottom)
19. Wash soiled equipment in Scullary area. (**Clean zinks, surfaces, & shelving**)
20. **Dry store: strip floor & wash shelves**
21. Strip & seal All blue floors (**all floors including shaft**)
22. Cleaning of all offices (**strip & seal blue floors; wash windows doors, handles, tables, computers cupboards, etc.**)
23. All food trolleys (33 meal transporting trolleys: red & turquoise) *
24. All other ordinary all-purpose trollies (legs & surfaces)

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25. Wash all bins & lids in the unit (inside, outside & lids) *
26. Cleaning of all doors, handles, light-switches – entrance doors to every room.
27. Wash all hand-basins and splashbacks.
28. Clean men's & ladies' change-rooms & toilets: **strip & seal blue floors; wash surfaces, microwave; seating, cupboard doors**

MILK ROOM

1. Canopy and filters.
2. Strip & seal Floors
3. Wash Walls up to ceiling
4. Cupboards
5. All stainless-steel surfaces & bottom shelving.
6. Washroom: all sinks, floors, walls
7. Wash all bins
8. Wash all front doors and windows.

Bidders are reminded to take note of the notice that was issued by Department of Health and Wellness on the picture below.

ADDENDUM C

Cleaning Service will be rendered in the following areas:

Clinical areas	Non-Clinical areas
• A7 – Ward + Theatre • (New renovation within A7 ward theatre complex for the duration of the contract) • Pharmacy and waiting areas • Orthopaedic Ward (New renovation within the duration of the contract) • Imaging services CT Scan, Radiology, MRI, Fluoroscopy • Mortuary and Rose room • G3 (Oncology Ward + OPD) • OPD (entire OPD Ground and 1st floor, A11 and B11) included • Dental area • Short Stay Ward – S33 • Emergency services • Trauma Ward and Theatre • Radiology (emergency area) • Central processing Department (CSSD) • Echo cardiology • Ward B3 (shared responsibility) • Ward B2 (shared responsibility) • ICU • Neonatal Unit (High Care) • Ward C2 (Burns Unit) • Main Theatre • Ward D3 (shared responsibility)	• Entire hospital (general areas, foyers, outside areas, landings, seminar rooms & interlink passages) • All reception admission areas within the entire Hospital • All waiting areas within the entire Hospital • Support Services Area (Porters, Housekeeping, Security and Security Control Room) • A2 (Family Resource Centre) • ICH: Foyer, 2nd floor, 3rd floor, 4th floor, 5th floor, 6th floor, & 7th floor • Server rooms • Main kitchen • Milk kitchen • Clinical Engineering • Nursing Administration • Social workers Department • Cafeteria (sitting area and balcony only) • Medical records • B-Floor Suite (Emergency Area) • Admin Building & Management Suite (G2) • Parents Accommodation

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• Ward D2 (shared responsibility) • D4 – Urology Dynamics • Ward E3 (shared responsibility) • Ward E2 (shared responsibility) • Ward F3 and F2 • RMH Division of Psychiatry (OPD and TLC) – off-site • General and Medical Waste collection areas (on all floors)	• CAPSA (child safe) • Clinical Nurse Training Unit • Entire Staff Residence Building including offices and boardrooms (People Management, Quality Assurance, Hospital Trust, Hospital Facility Board and Engineering) • Swimming pool area (toilets and courtyard) • Old Kitchen • Crèche • Linen Bank • Main stores and prefab buildings • Engineering workshops • Hospital Grounds • B3 • D3 Floor • E3 Suite and school • F-Floor roof spaces • A Block -Male and Female Area (planned renovation within the duration of the contract) • Hospital staircases and Basement areas (entire hospital) • Fire escape areas (entire hospital) • Balconies and court yards (entire hospital) • Inside windows (entire hospital including outside buildings on the hospital premises) • Any other hospital areas that may become a requirement • All waiting areas, toilet areas and Baby changing Room • All lift areas (inside and outside) • Security guard houses (on-site and off-site). • A2 including Chapel and prayer room.
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ADDENDUM D

All chemicals and cleaning agents must be clearly labelled and stored in containers with screws and shall be approved brands with the South African Bureau of Standards.

The contractor will have to supply the institution with the following cleaning chemicals,

		DETAIL OF OFFER AGREE /DOES NOT AGREE
16.1	CLEANING CHEMICALS	

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	Neutral Detergent equal to or similar to Sunlight liquid soap (the liquid soap must not be diluted with water) for use in High Dusting, washing of walls, floor scrubbing, bumper rails, staircases, and windowsill cleaning.	
	Stainless steel cleaner for use in lifts, door frames, etc. – smell must not be overpowering to patients and lift users.	
	All-purpose cleaner equal to or similar to Handy Andy (non-ammonia base smell), for use in toilet bowls, hand basins, etc.	
	Floor sealer/dressing 25% solid content or more equal or to Polymer	
	Floor stripper compatible with sealer non-ammonia base – smell must not be overpowering to patients, visitors and staff.	
	Duo-blocks for general use.	
	Degreaser for stubborn dirt such as showers or fatty dirt build-up.	
	Floor pads for buffing and scrubbing of floors. Colour codes to be used.	
	Cleaning Cloths to be colour coded for different cleaning applications as in Hospital wards.	
	Any consumables / chemicals as may be required to successfully perform cleaning. The service provider might be required to supply additional consumable / chemical that may be required by the Hospital.	
	A high-pressure cleaner for cleaning of the court yards and Entrances and other areas where required.	
	Disinfectant equal or similar to Biocide where there is spillage of bodily fluids.	
	Oven cleaner for cleaning of ovens.	
	Bleach equal or similar to JIK for the cleaning of mops and other reusable cloths.	
	Paint remover to remove graffiti from surfaces.	
	Polish equal or similar to Mr Min for use in the cleaning of desks, wooden bumper rails, wooden furniture/surfaces and when needed.	
	Stainless steel cleaner and spray for use in the main kitchen.	
	Brasso for copper structures	
	Progen for glass surfaces	
	Maslin Cloth (yellow and blue)	
	Buff spray	
	PPE such (Gloves, mask (N95 and surgical), goggles/visa, white, blue apron, hair-nets.	

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	PPE for Food Service Department (Gumboots, freezer jackets, apron, heavy duty gloves, cleaning gloves, hairnets.	
	Clear bags (small, medium, and Large) to fit waste bins	

17.
17.1

**ADDENDUM G
SITE SPECIFIC SPECIFICATIONS**

ITEM	ACTION REQUIRED	AGREE OR DOES NOT AGREE
17.2	INSIDE & OUTSIDE HOSPITAL PREMISES AS WELL AS RMH THE DIVISION OF PSYCHIATRY (OFF-SITE)	
	<u>ALL AREAS INSIDE THE HOSPITAL PREMISES AS WELL AS RMH THE DIVISION OF PSYCHIATRY (OFF-SITE)</u>	
	Empty all waste bins inside the hospital and transport them into designated waste areas on each floor.	
	Transport/Convey bags filled with waste, to the central skip, this will be done over weekends and public holidays.	
	In our 24-hour service areas it will be expected that waste is collected and transported to designated skip area	
	Masslin, Mop, buff and scrub all passages	
	Clean skirtings, wash walls, conduct high dusting and damp dusting	
	Cleaners must clean the windows and the burglar bars.	
	Inside the hospital – entire hospital	
	Outside the hospital ground floor	
	<u>DUSTING & VACUUMING (IN ALL AREAS OF THE HOSPITAL)</u>	
	All window Frames	
	Vertical surfaces, picture frames and skirting, etc.	
	Accessible high-level edges, curtain rails and fixtures, etc.	
	Office furniture	
	Ceilings	
	Light fittings and air vents	
	Ceilings and vents	
	Equipment Appliances (except for medical equipment)	
	<u>All Lifts within the hospital premises</u>	
	Clean inside and outside of the lifts (including mirrors)	
	Damp mop using appropriate detergents	
	Machine scrub if necessary	

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	Spray buff with industrial polisher	
	Grooves to be cleaned of all debris	
	Silver polish inside and outside lifts	
	Clean interior and exterior door surface with stainless steel cleaner	
	Ensure that all lifts are hygienically clean and always disinfected	
	<u>All glass doors, partition glass and metals</u>	
	Clean glass and doors in reception areas	
	Clean and polish metal cover	
	Remove any graffiti sticky tape, e.t.c	
	<u>All staircases (internal/external), fire escape staircases and basement inside the hospital premises</u>	
	Damp mop using appropriate detergents	
	Scrub when necessary	
	Wash walls, conduct high dusting and damp dusting	
	Clean windowsills	
	Sweep with suitable broom & mop	
	(Hose down when necessary)	
	<u>All Rugs, Carpets and Chairs within the hospital premises to be Cleaned</u>	
	Vacuum clean thoroughly with industrial type vacuum cleaner.	
	Shampoo and/or steam clean carpets and chairs when necessary	
	<u>All walls, doors, windows, and panel/paint work</u>	
	Spot clean all marks from walls, light switches from roof height to floor rails.	
	Clean all stainless-steel wall and door partition as well as bumper rails.	
	Clean glass windows and doors	
	Dust windowsills	
	Dust ward partitioning	
	Remove any graffiti sticky tape, e.t.c	
	Clean and dust furniture	
	Spot clean all marks from walls, light switches from roof height to floor rails.	
	<u>ALL THE HOSPITAL AND OTHER AREAS WITH VINYL LINOLEUM TO BE CLEANED</u>	
	All corridors and general ward floor space	
	Damp mops using neutral detergents	

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	Spray buff with industrial floor polish (non-slip only).	
	Scrub traffic areas (strip) and re-coat with non-slip sealer (floor polish).	
	Damp mops using neutral detergents.	
	Polish and spray buff with industrial floor polish (non-slip only).	
	Scrub traffic areas (strip) and re-coat with non-slip sealer (floor polish).	
	The <u>Vinyl linoleum to be swept and mopped, buff, scrub and polish.</u> Reception areas, waiting rooms, corridors and general public areas	
	Damp mops using neutral detergents	
	Polish and spray buff with industrial floor polish (non-slip only).	
	Scrub traffic areas (strip) and re-coat with non-slip sealer (floor polish).	
	<u>ALL AREAS OUTSIDE THE HOSPITAL AS WELL AS RMH THE DIVISION OF PSYCHIATRY (OFF-SITE)</u>	
	Empty all the outside bins around the hospital.	
	Transport/Convey bags filled with waste, to the central skip.	
	Keep the Medical Waste Area clean.	
	Cleaners must clean the windows.	
	• Inside the hospital – entire hospital • Outside the hospital ground floor only	
	Sweep and mop all foyer areas/entrances within the hospital.	
	High dust/waste down outside foyers/entrance within the hospital.	
	<u>All outside quadrangles</u>	
	Sweep all quadrangles	
	Clean the outside gutters	
	Clean all benches in quadrangles	
	<u>All landings & windows</u>	
	Clean all lights covers & fittings	
	Damp dust rails and balustrades	
	Damp dust metals grind on stairwells.	
	Maintain landings, fire escape	
	Spot clean all benches, cupboards on landings	
	All accessible windows (inside & outside)	
	<u>All pavements and gutters surrounding building</u>	
	To be maintained and always kept in a clean state	
	<u>All roof spaces, staircases, landings, balcony, play areas, gutters, court yards and basement areas</u>	

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	Clean and vacuum roof spaces, staircases, fire escape, landings, balcony, gutters, play areas court yards and basement areas	
18.	WASTE DISPOSAL (IN ALL AREAS OF THE HOSPITAL)	
	The Contractor to remove waste disposal in all areas, empty, waste bins, and remove waste to the designated waste areas (waste rooms).	
	At night the contractor will have to remove waste disposal within In our 24-hour service areas during night, the contractor will have to remove waste disposal and transport it to the designated skip area/waste depot.	
19.	<u>LINEN MANAGEMENT</u>	
	Cleaner to collect soiled/infectious laundry bags from various wards and delivered to the linen bank.	
	Sort and count the linen in line with Laundry Protocol	
	Laundry to be bagged and tagged before removed from hospital premises	
	Clean linen be transported to various ward within the hospital	
	Sort and pack linen daily this includes ward areas	
	Ensure that linen area is always hygienically clean and disinfected	
20.	<u>NON-CLINICAL AREAS- (REFER TO ADDENDUM C)</u>	
20.1	The cleaner to perform the following scope of work	
	<u>Cleaning</u>	
	Maslin, sweep, mop, vacuum, buff, and scrub floors	
	Empty all bins and transport waste to the designated area	
	Vacuum and clean thoroughly with industrial type of vacuum cleaner	
	Clean the mirrors and walls	
	Clean all equipment	
	<u>Dusting</u>	
	All windows and frames	
	Vertical surface, picture frames and skirting, etc.	
	Dust accessible high-level edges, curtains, rails, and fixtures, etc.	
	Dust and polish office furniture	
	Dust the ceiling	
	Dust and wipe the lights fittings and frame	
	Dust and wipe the doors and door frames	
	<u>Rugs, Carpets and Chairs</u>	
	Vacuum clean thoroughly with industrial type vacuum cleaner (offices).	

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	Shampoo and/or steam clean carpets and chairs when necessary.	
	<u>Walls, doors, windows, and panel/paint work</u>	
	Spot clean all marks from walls, light switches from roof height to floor rails.	
	Clean all stainless-steel wall and door partition as well as bumper rails.	
	Clean glass windows and doors	
	Dust windowsills	
	Dust ward partitioning	
	Remove any graffiti sticky tape, e.t.c	
	Clean and dust furniture	
	Spot clean all marks from walls, light switches from roof height to floor rails.	
	Remove Waste to holding area in core for further disposal by hospital teams	
	<u>Toilets</u>	
	Empty and clean all waste receptacles using disinfectant.	
	Wash and sanitize floors, according to floor type	
	Clean and wash all bowls, basins and urinals	
	Clean and polish all bright metal fittings and mirrors	
	Dust windowsill ledges, pipes and fittings.	
	Clean walls, doors and partitions using the appropriate cleaning methods	
	<u>Kitchen</u>	
	Clean basins and taps	
	Damp mop floors	
	Clean surfaces	
	Clean kitchen appliances inside and outside (fridges, microwave, and stoves)	
	Clean cupboards (inside and outside)	
	In management areas cleaner to wash cutlery and crockery daily	
	<u>ALL STAFF ROOMS (TEA ROOMS)</u>	
	Clean basins and taps	
	Damp mop floors	
	Clean surfaces	
	Clean kitchen appliances inside and outside (fridges, microwave, and stoves)	
	Clean Kitchen Cupboards inside and outside	

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	Report pest infestation due to cluttering.	
	Reporting of damage	
20.2	<u>NON -CLINICAL (DOCTORS ROOMS/SLEEP QUARTERS)</u>	
	<i>Scope of works is the same as above, however the following needs to be performed</i>	
	<u>Beds</u>	
	Make the doctors beds	
	Changing of linen daily	
	Spring cleaning of beds and mattresses	
	Change curtains when necessary	
20.3	<u>NON -CLINICAL (MAIN KITCHEN AND MILK ROOM)</u>	
	<i>Staff working in the main kitchen are requested to assist with the cleaning of vegetables and assist with the preparation of sandwiches.</i>	
	<u>Vegetable area (daily)</u>	
	Wash & shine zinc, taps, basin, wash floors	
	Wash & shine potato peeler	
	<u>Scullery (daily)</u>	
	Wash floors	
	Wash & shine zinc, taps, basin	
	Wash dishes	
	Wash Hobart pot wash machine on the outside, and clear daily	
	<u>Bins (twice daily)</u>	
	Empty bins	
	Remove boxes	
	Wash bins	
	<u>Male and Female rest rooms & toilets (daily)</u>	
	Sweep and wash floors.	
	Wash chairs	
	Wash cupboards	
	Clean toilets	
	Wash hand basin	
	Wash doors and handles	
	Wash off counters, tables, couches and tables.	
	<u>Freezer room & freezer boxes (weekly)</u>	

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	Empty and clean boxes inside include rubber seal.	
	Wash walls & shelves (walk-in)	
	Wash outside boxes	
	Scrub floors.	
	Repack neatly	
	<u>Fridges (weekly)</u>	
	Wash doors & handles & shelves	
	Scrub floors	
	Wash walls	
	Wash light switches and doors inside	
	Re-pack, pack neatly	
	Scrub floor & door handles	
	Scrub floor of pigswirl fridge and was door inside and outside once a week	
	<u>Production (daily)</u>	
	Scrub floor behind equipment	
	Scrub water channel & trolley	
	Wash steamers & trolleys	
	Wash 100- and 20-liter pots.	
	Wash tilting pan inside post meal	
	Clean tilting pots	
	<u>HMC (weekly)</u>	
	Wash brooms& scoops	
	Wash all bins once a week.	
	Empty bins daily, and discard boxes outside in waste bins, transport to yellow waste bins to waste-man area.	
	<u>Receiving and storage areas (daily)</u>	
	Wash backdoors	
	Wash floors delivery area and loading zone	
	Wash fridges doors & handles & shelves.	
	Wash tiles-eye height	
	Wash floor behind back area	
	Keep back area clear of boxes and trays	
	Debox and assist with storage and packing of all goods delivered	

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	<u>Milk Room (daily)</u>	
	One person allocated for entire day for 7 days.	
	Collecting bottles and teats from all areas twice daily from the wards	
	Washing and sterilizing of all bottles, teats and rehydration equipment in non-sterile area.	
	Cleaning of the milk room equipment in sterile area, fridges, counters, shelves, hydro boils, urns, scales and autoclave machine	
	Wash of floors, walls, surfaces.	
	Emptying and Cleaning of bins.	
	Scrubbing of floors (weekly)	
	<u>Deep Cleaning</u>	
	Deep Cleaning is an intense, thorough cleaning of the Kitchen area. This service is required quarterly. It should be done at the date to be determined by the Hospital. Deep cleaning is done overnight over two days which will include the milk room sterile area. The specification details of deep cleaning are attached as Annexure A.	
21.	<u>ALL CLINICAL AREAS- (REFER TO ADDENDUM C</u>	
21.1	The cleaner to perform the following scope of work	
	<u>Cleaning</u>	
	Maslin, sweep, mop, vacuum, buff, and scrub floors	
	Empty all bins and transport waste to the designated area	
	Vacuum and clean thoroughly with industrial type of vacuum cleaner	
	Clean the mirrors and walls	
	Clean all equipment	
	<u>Dusting</u>	
	All windows and frames	
	Vertical surface, picture frames and skirting, etc.	
	Dust accessible high-level edges, curtains, rails, and fixtures, etc.	
	Dust and polish office furniture	
	Dust the ceiling	
	Dust and wipe the lights fittings and frame	
	Dust and wipe the doors and door frames	
	<u>Rugs, Carpets and Chairs</u>	
	Vacuum clean thoroughly with industrial type vacuum cleaner (offices).	
	Shampoo and/or steam clean carpets and chairs when necessary.	

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	<u>Walls, doors, windows, and panel/paint work</u>	
	Spot clean all marks from walls, light switches from roof height to floor rails.	
	Clean all stainless-steel wall and door partition as well as bumper rails.	
	Clean glass windows and doors	
	Dust windowsills	
	Dust ward partitioning	
	Remove any graffiti sticky tape, e.t.c	
	Clean and dust furniture	
	Spot clean all marks from walls, light switches from roof height to floor rails.	
	Remove Waste to holding area in core for further disposal by hospital teams	
	<u>Toilets</u>	
	Empty and clean all waste receptacles using disinfectant.	
	Wash and sanitize floors, according to floor type	
	Clean and wash all bowls, basins and urinals	
	Clean and polish all bright metal fittings and mirrors	
	Dust windowsill ledges, pipes and fittings.	
	Clean walls, doors and partitions using the appropriate cleaning methods	
	<u>Kitchen</u>	
	Clean basins and taps	
	Damp mop floors	
	Clean surfaces	
	Clean kitchen appliances inside and outside (fridges, microwave, and stoves)	
	Clean cupboards (inside and outside)	
	In management areas cleaner to wash cutlery and crockery daily	
	<u>ALL STAFF ROOMS (TEA ROOMS)</u>	
	Clean basins and taps	
	Damp mop floors	
	Clean surfaces	
	Clean kitchen appliances inside and outside (fridges, microwave, and stoves)	
	Clean Kitchen Cupboards inside and outside	
	Report pest infestation due to cluttering.	

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	Reporting of damage	
	<u>Deep cleaning and Terminal Cleaning</u>	
	Deep cleaning and Terminal Cleaning to be conducted as per hospital Infection Prevention Control Policy	
22.	<u>CLINICAL AREAS THAT OPERATE A 24 HOUR SERVICES (REFER TO ADDENDUM C</u>	
	The cleaner to perform the following scope of work	
	The cleaner to perform the following scope of work	
	<u>Cleaning</u>	
	Maslin, sweep, mop, vacuum, buff, and scrub floors	
	Empty all bins and transport waste to the designated area	
	Vacuum and clean thoroughly with industrial type of vacuum cleaner	
	Clean the mirrors and walls	
	Clean all equipment	
	<u>Dusting</u>	
	All windows and frames	
	Vertical surface, picture frames and skirting, etc.	
	Dust accessible high-level edges, curtains, rails, and fixtures, etc.	
	Dust and polish office furniture	
	Dust the ceiling	
	Dust and wipe the lights fittings and frame	
	Dust and wipe the doors and door frames	
	<u>Rugs, Carpets and Chairs</u>	
	Vacuum clean thoroughly with industrial type vacuum cleaner (offices).	
	Shampoo and/or steam clean carpets and chairs when necessary.	
	<u>Walls, doors, windows, and panel/paint work</u>	
	Spot clean all marks from walls, light switches from roof height to floor rails.	
	Clean all stainless-steel wall and door partition as well as bumper rails.	
	Clean glass windows and doors	
	Dust windowsills	
	Dust ward partitioning	
	Remove any graffiti sticky tape, e.t.c	
	Clean and dust furniture	
	Spot clean all marks from walls, light switches from roof height to floor rails.	

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	Remove Waste to holding area in core for further disposal by hospital teams	
	<u>Toilets</u>	
	Empty and clean all waste receptacles using disinfectant.	
	Wash and sanitize floors, according to floor type	
	Clean and wash all bowls, basins and urinals	
	Clean and polish all bright metal fittings and mirrors	
	Dust windowsill ledges, pipes and fittings.	
	Clean walls, doors and partitions using the appropriate cleaning methods	
	<u>Kitchen</u>	
	Clean basins and taps	
	Damp mop floors	
	Clean surfaces	
	Clean kitchen appliances inside and outside (fridges, microwave, and stoves)	
	Clean cupboards (inside and outside)	
	In management areas cleaner to wash cutlery and crockery daily	
	<u>ALL STAFF ROOMS (TEA ROOMS)</u>	
	Clean basins and taps	
	Damp mop floors	
	Clean surfaces	
	Clean kitchen appliances inside and outside (fridges, microwave, and stoves)	
	Clean Kitchen Cupboards inside and outside	
	Report pest infestation due to cluttering.	
	Reporting of damage	
	<u>Deep cleaning and Terminal Cleaning</u>	
	Deep cleaning and Terminal Cleaning to be conducted as per hospital Infection Prevention Control Policy	
22.2	MORTUARY AND ROSE ROOM	
	The cleaner to perform the following scope of work	
	<u>Cleaning</u>	
	Clean body fridges with soap and water and disinfect	
	Wash the stainless steel body table with disinfectant	

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	Empty and clean all waste receptacles using disinfectant.	
	Wash and sanitize floor, according to the floor type	
	Clean and wash all bowls, basins and urinals, basins and urinals (sanitizer)	
	Clean and polish all bright metal fittings and mirrors.	
	<u>Dusting</u>	
	All windows and frames	
	Vertical surface, picture frames and skirting, etc.	
	Dust accessible high-level edges, curtains, rails, and fixtures, etc.	
	Dust and polish office furniture	
	Dust the ceiling	
	Dust and wipe the lights fittings and frame	
	Dust and wipe the doors and door frames	
	<u>Linen Management</u>	
	Soiled/infections linen to be collected and be returned to Linen Bank and replace with clean linen	
	<u>Rugs, Carpets and Chairs</u>	
	Vacuum clean thoroughly with industrial type vacuum cleaner (offices).	
	Shampoo and/or steam clean carpets and chairs when necessary.	
	<u>Walls, doors, windows, and panel/paint work</u>	
	Spot clean all marks from walls, light switches from roof height to floor rails.	
	Clean all stainless-steel wall and door partition as well as bumper rails.	
	Clean glass windows and doors	
	Dust windowsills	
	Dust ward partitioning	
	Remove any graffiti sticky tape, e.t.c	
	Clean and dust furniture	
	Spot clean all marks from walls, light switches from roof height to floor rails.	
	Remove Waste to holding area in core for further disposal by hospital teams	
	<u>Deep cleaning and Terminal Cleaning</u>	
	Deep cleaning and Terminal Cleaning to be conducted as per hospital Infection Prevention Control Policy	

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ADDENDUM E**Toilet, showers, and bathrooms checklist**

In all Hospital areas, cleaners must clean up body fluids on the floor (e.g., vomitus, urine, blood, sputum, feces, etc.). The cleaners will not be expected to clean the bedding or body fluids on linen bedding and patient beds.

<u>Area</u>	<u>Toilets</u>	<u>Showers</u>	<u>Bathrooms</u>
B1	4	2	1
B2	4	2	-
C1	15	5	-
C2	4	3	-
C3	10	2	-
CSSD	4	-	-
D1	4	1	1
D2	4	2	-
D3	6	-	-
D4	1	-	-
E1	5	1	1
E2	6	2	1
E3	3	3	-
F1 & F2	4	2	1
OPD	35	-	-
PHARMACY	7	-	-
A2	4	2	-
HOUSEKEEPING	1	-	-
MAIN KITCHEN	2	-	-
A7 WARD DAY SURGERY / ORTHOPAEDIC	6	1	1
CLINICAL ENGINEERING	2	-	-
WORKSHOP	2	1	-
ICH	20	-	-
G1	12	5	2
FINANCE	8	-	-
G2	2	-	-
TRAUMA	4	-	1
EMERGENCY	30	7	-
A BLOCK	12	10	-
CAPSA	3	-	-
S11	7	4	-
MEDICAL RECORDS	4	-	-
A11/B11	8	-	-

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A3/RADIOLOGY	12	-	-
TELEPHONE EXCHANGE	1	-	-
MAIN STORES	2	-	-
LINEN BANK	2	-	-
CRECHE	10	-	-
TLC	19	4	1
NURSING ADMIN	2	-	-
SOCIAL WORKERS	2	-	-
CAFETERIA	2	-	-
TRUST	4	-	-
STAFF RESIDENCE	24	20	10
BOARDROOM	4	-	-
PARENT ACCOMODATION	9	9	-
EDUCATION	8	-	-
SECURITY GUARD HOUSE (MAIN GATE)	1	-	-
SWIMMING POOL AREA	4	4	
TOTALS	341	90	20

All the above-mentioned toilets, showers, bathrooms, washrooms and sluice rooms should be cleaned daily or as per the need of each section/department. Bidders to note should there be any outbreaks frequent cleaning will be required within these sections/departments.

The contractor is expected to perform the following duties:

- Empty and clean all waste receptacles using detergent and disinfectant.
- Wash, scrub and sanitize floors, according to floor type (inclusive of showers)
- Clean and wash all bowls, basins, bedpan washer, baby compact and urinals Clean and polish all bright metal fittings and mirrors
- Dust windowsill ledges, pipes, air vents and fittings.
- Clean walls, doors and partitions using the appropriate cleaning methods
- Replenish hand soap, toilet paper and hand towels as needed.
- Clean and polish all bright metal fittings and mirrors
- Ensure the checklists are completed and behind doors on a frequently basis (every hour).

THE FOLLOWING WILL FORM PART OF THE SERVICE PROVIDERS' STAFF

- Removal and hanging of curtains and cleaning of blinds in all arrears of the hospital
- Serve tea for parents and patients in various wards
- Serve meals to patients and parents in various wards
- Washing of dishes in various wards
- Taking and collecting of the food trollies to and from the main kitchen
- Cleaning of cots and mattresses in the wards, creche and parents' accommodation

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- Cleaning of lockers in the wards
- Cleaning of the movable meal tray
- Assisting in cleaning of fridges
- Dust shelves and folders in various areas including Medical Records unit
- Cleaning of fridges, stoves, and microwaves in the areas where outsourced staff are placed.
- Assist with linen management within the hospital.

SERVICE FREQUENCY AND STANDARD

The following important information should be noted.

Note that there are certain areas to which the cleaners should be allocated and not be rotated with other areas.

For prevention of cross infection, mops and/or cleaning equipment must be restricted to Theatres only. When any infectious disease is detected in the hospital, the infection control must be contacted to recommend cleaning service standard in the affected area.

	<u>CRITERIA FOR SPECIALISED AREAS SUCH AS (Theatre, CSSD, PICU, C2, Trauma and Emergency Services), CLEANING SERVICE</u> These area have significantly different cleaning requirements to any other areas in a hospital. Cleaning in these specialized areas demands different expertise, different skills and different areas of focus. This especially pertains to the maintenance of high standards and religious adherence to infection control policies 365 days a year, 24 hours a day. Inconsistency in these areas quickly becomes a matter of life and death, especially in an environment where there are large numbers of immuno-compromised patients. Sophisticated requirements of cleaning in the healthcare industry thus demand continuous training as a key success factor. It would be more appropriate to have lower numbers of higher skilled cleaning personnel per area\per shift. Another key determining factor is the quality of the supervision. Directly supervised cleaning teams by persons experienced in infection control. Accredited trained staff members, including training on the application and safe use of equipment and different chemicals, with regular in-service refresher training. Certification to be provided. Professional appearance with adherence to a strict dress code and staff members must receive protective clothing, such as gloves and aprons. Regular documented quality controls including hygiene checks. Cleaning equipment and cleaning detergents appropriate for the these areas are to be provided by contractor, approved disinfectants, chemicals and Consumables to be supplied
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	shall be an approved and registered brand with the South African Bureau of Standards and comply with SANS regulations. Company preferably accredited by one or more of the following: • Department of Health and Wellness (DOHW) • National Occupational Safety Accreditation (NOSA) Africa • Council for Health Service Accreditation of South Africa (COSASA) • The Council for Health Services Accreditation of South Africa (CHSASA) Valid certified copy of certificate to be submitted with the bid offer.	
	<u>OPERATIONAL REQUIREMENTS</u>	
	<u>FLOOR MAINTENANCE</u>	FREQUENCIES
	<u>Vinyl Linoleum</u>	
	Must be dust free and clean in accordance with infection control requirements.	3x Daily
	Apply non-slip industrial Polymer dressing and buff with polishing machine/ buffing machine.	3x Daily
	Scrub with a non-ammonia-based stripper and apply a Polymer dressing with a built-in solid content of 25%.	3 x Quarterly and when required
	<u>Rugs, Carpets and Chairs as per infection control requirement</u>	
	Vacuum thoroughly with a suitable industrial-type vacuum cleaner, ensuring that all grit is removed.	3x Daily
	Shampoo and/or steam clean carpets and chairs when necessary	When required
	Material blinds must steam cleaned	When required
	<u>WASTE DISPOSAL</u>	
	Empty and wash all dust bins.	Empty 4x daily and wash dust bins 3x month or when necessary
	Remove all waste to waste depot	3x Daily
	Segregate waste as hospital requirement	3x Daily
	<u>DUSTING – as per Infection Control Requirements</u>	
	Dust all windowsills and frames.	Daily
	Dust vertical surfaces, picture frames, certificates, skirting's etc.	3 x Weekly
	Dust and remove the files other related accessories	
	Dust accessible high level edges, curtain rails, fixtures etc.	3x Weekly

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	Dust light fittings and air vents etc.	Daily
	Dust all office furniture in office.	3x Weekly
	Dust ceilings and light fixtures	2x Weekly
	Dust nurses station desk top as well as reception area work surfaces.	3x Daily
	NB: WET DUSTING WITH HYPOCHLORIDE SOLUTION	
	<u>GLASS AND METAL WORK</u>	
	Clean any glass on doors and reception area.	3x Daily
	Wipe all bright metal fittings and information boards	3x Daily
	Using a stainless steel cleaner, clean all stainless steel on doors.	2 x Weekly
	Wipe and clean all mirrors.	3x Daily
	<u>WALLS AND PAINT WORK AS PER INFECTION CONTROL REQUIREMENTS</u>	
	Clean all walls and partitions etc.	When required
	Remove any graffiti/sticky tape etc.	daily
	Including High dusting	
	<u>BATHROOMS AND TOILETS</u>	
	Empty and clean all waste receptacles.	6x Daily
	Clean and sanitize all bowls, basins, bath and showers, as necessary.	6x Daily
	Clean deck boards with a fungicide remover.	As required
	Clean and polish all bright metal fittings and mirrors.	3x Daily
	Dust windowsills, pipes and fittings.	3x Daily
	Spot clean walls and partitions and doors.	Daily
	Replenish toilet paper, towels, paper towels and hand soap as and when required	Daily
	Check list to be completed by the cleaner and monitored and signed by supervisors	3x Daily
	<u>WINDOWS AND PARTITIONS GLASS</u>	
	Clean all outside and inside of windows in including inaccessible window	Monthly
	<u>OUTSIDE BUILDINGS WALLS</u>	
	Hose down with high pressure cleaning all the hospital walls	Quarterly
	<u>SLUICE AREAS</u>	
	Clean and sanitise including bed paints and urinary bottles and basins	3x Daily, and as required
	Clean and sanitise all sluices, slop hoppers and work surfaces.	Daily, and as required
	<u>ALL CORRIDORS</u>	

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	Maintain passages and corridors inside unit.	3x Daily
	Deep Cleaning of the Main Kitchen (Specific Details of the Kitchen Deep Cleaning is attached as an ADDENDUM F)	Quarterly

PERSONNEL REQUIREMENTS

The contractor ensure that the staff allocated on site shall meet the following requirements;

Must be South African citizens

Must be able to work independently and in a group depending on the duties to be performed

Must be able to communicate, read and write in at least two of the three official languages of the Western Cape

Willing to assist in other functions other than cleaning duties on condition such duties are not of a permanent nature and only in emergencies or abnormal circumstances

Control measures to be instituted by the Hospital to monitor the timekeeping of the cleaners. The measures shall include an attendance register.

The Contractor's employees shall be given on-the-job training by the client to perform Special tasks, e.g. the transportation and handling of medical waste, handling emergency requests and any other cleaning tasks etc.

On site meetings will be arranged with the successful bidder, as and when required.

The Contractor shall investigate any employee transgression as reported to them including absent from point of duty, absenteeism, alcohol/drug abuse, extended lunch or tea breaks and replace staff when necessary and provide feedback to the Contract Manager within reasonable time.

The Contractor's employees must present an acceptable image/appearance which implies, inter alia, that they may not loiter around, may not use cellphones while on duty, or engage in substance abuse.

The Contractor shall repair or pay any damages caused by staff employed.

The Contractor's Supervisor on site must report any broken items or damage to assets to the Housekeeper.

The Contractor must comply with the Hospital's Standard Operating Procedure for the management/procedure of injuries on duty involving one of their staff members. This policy is obtainable on request. The Contractor will be liable for any cost, where applicable.

The Red Cross War Memorial Children's Hospital Management retains the right to call on the Contractor in cases of emergency cleaning e.g. floods in the areas

Cleaners must have a name badge indicating company name, rank and name, provide by the Contractor.

Protective clothing to be changed into on site. Under no circumstances may agency staff leave the hospital premises or unit wearing protective clothing.

Cleaning staff reporting and leaving site must sign at the Senior Housekeeper's office on the A-floor, Red Cross War Memorial Children's Hospital at all times. Cleaners must be in full uniform, ready for duty at their specified points at the specified shift starting time. In the event of late coming by the contracting employees the time will be accumulated and deducted from payment of the successful bidder. No supervisor may work longer than the stipulated shift.

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Cleaners may not work double shifts. Continuous duty by the contract cleaning staff without adhering to the scheduled off duties will not be allowed. Relievers for off duty and absenteeism must be provided.

The bidder and all his/her employees should conduct themselves in a manner consistent with the Department's values and work ethics. Failure by an employee of successful contractor to adhere to this requirement should be investigated and necessary action taken. Gross misconduct, including but not limited to theft, drug abuse, any criminal activities, verbal abuse or any act that may bring the Department's name and image into disrepute could result in the official being undesirable element in which case the contractor should remove the officials from the Hospital.

COMPULSORY REQUIREMENTS

The Department hereby invites interested, well qualified and reputable contractors to submit bids for the rendering cleaning services contract for a three year period at Red Cross War Memorial Children's Hospital .
The bid should demonstrate that the bidder has the capacity and competency to deliver on this contract. The following should be demonstrated in the bid;
a. Proven experience to handle the contract. The bidders <u>MUST</u> have a minimum of 3 years' experience in the cleaning of hospitals, healthcare facility
b. The bidder should have proven experience in the cleaning industry in a health environment.
c. The Contractor shall supply an adequate labour force in order to render a service of a standard acceptable to the client and ensure that all staff are immunised against Hepatitis B. Refer to the attached standard operation procedures for Hepatitis B vaccination.
d. South African citizens must be utilised in rendering this contract.
e. The successful bidder must have the capacity to provide the proposed cleaning service themselves. No Sub-Contractors will not be allowed. This requirement shall take precedent over paragraph 20 of the General Condition of Contract.
f. The bidder should have adequate managerial and supervisory structure to manage this contract and demonstrate adequate monitoring measures
g. High level of employee development and human resource management.
h. The bidder must be duly registered contractor on the Central Supplier database (CSD) and must be tax compliant

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To give effect to the above requirements, the following should be submitted with the bid;

COMPULSORY REQUIREMENTS

The bidder must be Registered on CSD
The bidder must duly complete the bid document which include completing the WCDB1, WCBD3.1/2/3 and WCBD6.1, WCBD4, B-BBEE Status Level information as requested, any other information that will assist the department to make an informed decision
COIDA letter of Good Standing Act130 of 1993 - current and valid
A Valid Public Liability Insurance- current and valid documentary evidence
Unemployment Insurance Fund (UIF) Registration- Current letter of Good Standing
Proof of registration with the Department of Labour in terms of Skills Development Act
Membership with (NCCA) current and valid documentary evidence
Bidder shall provide project implementation plan (failure to comply may result in the bid not being considered
Is the bidder registered with PAYE -current and valid, proof must be provided with the bidders offer
3 CONTACTABLE REFERENCES CLEANING CONTRACTS IN THE HEALTH ENVIRONMENT FOR 3 YRS
(The contractor must have a minimum of 3 years' experience in the cleaning of hospitals
The bidder should allow its staff to be accessible to in-service training from hospital personnel on relevant work-related issues.) <u>this is will only applied to the awarded bidder.</u>
Supervisors Training- A written training of staff confirmation must be provider with the bidders offer

All documents submitted must be certified as true copies of the originals.

SUPPLY CHAIN MANAGEMENT COMPLIANCE DOCUMENTATION REQUIRED

- i. The bidder must fully complete the bid document, it is the bidder's responsibility to check, verify the information provider and ensure any corrections are made should therefore be any, However, should the bidder fail to follow all the instructions given on this bid, the institution reserves the right to make any offer that fails to comply with.
- ii. Sign each page of this bid to evidence that terms of reference are noted and agreed to
- iii. **Proof of registration on the Central Supplier Database (CSD)**
- iv. **Bidders MUST be Tax compliant, failure to be compliant the bidders will be given 7 working days to get the tax status in order.**
- v. Duly completed and signed WCBD3 .1
- vi. Bidders may submit a current and original S.A.R.S. Tax Clearance with the bid application and CSD will be accepted by the Western Cape Government.
- vii. BBBEE Certificate and Duly Completed and signed WCBD6.1

EVALUATION OF BIDS

This bid will be evaluated in terms of the following stages.

- Stage 1: Compliance with the bid specifications and bid requirements.

Contractor to initial.....

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- Stage 2: Preferential procurement evaluation.

Stage 1: Compliance with the bid specifications and bid requirements.

- This evaluation is based on compliance with the SCM requirements which includes, among others, registration on the Central Supplier Database, submission of the bid in time, evaluation of bid received, and submission of all required documents completed in full.

Stage 2: Preferential procurement evaluation

- Qualifying bids will further be evaluated according to the preferential procurement system based on 80:20 preferential point systems.

1. CONTRACT PERFORMANCE AND CONTRACT MANAGEMENT

The successful bidder shall be required to enter into a Service Level Agreement with the Hospital. A bi-monthly control checklist will be used by the Red Cross War Memorial Children's Hospital to monitor work effectiveness in order to effect monthly payments to the contractor.

2. AWARD

The Department reserves the right to award the Services in part or in whole and will determine the award of the bid to the Service Provider, based on compliance to mandatory requirements and specifications (measured through clinical acceptability), and thereafter price and preference points.

3. CONSENT TO THE AWARD

The Service Provider will be required to indicate their consent to the award by means of a completed and signed contract form following the award. The Service Provider will be notified and presented with the 'Contract Form - Purchase of Goods/Works/Services (WCBD 7.1)' for acceptance.

Bidder is advised to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their bid is accepted.

4. PAYMENT

In the interest of security and expeditious payment, it is the policy of the Department to effect payments by electronic funds transfer (EFT) as far as possible. If a successful bidder is not yet a regular participant in Departmental contracts and has not been registered already, the supplier will be required to furnish the Department with its banking details for the systems in operation (LOGIS, BAS, CSD) in order to be registered. Successful bidders must ensure, therefore, that their banking details are provided to institutions on request where necessary.

Payment shall be made within **30 days from receipt of a valid and correct invoice.**

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5. STATEMENT OF SUPPLIES AND SERVICES

Contractors must comply when requested by the Department or a person appointed by the Department to furnish particulars of supplies delivered against contracts awarded in consequence of this bid. If a contractor fails to do so, the Department, without prejudice to any other rights that it may have, may institute inquiries at the expense of the contractor to obtain the required particulars.

All documents submitted must be certified as true copies of the originals.

SUPPLY CHAIN MANAGEMENT COMPLIANCE DOCUMENTATION REQUIRED

- viii. The bidder must duly complete the bid document, it is the bidder responsibility to check, verify the information provider and ensure any correction are made should therefore be any, however, should the bidder fail to follow all the instructions given on this bid, the institution reserves the right to make any offer that fails to comply with.
- ix. Sign each page of this bid to evidence that terms of reference are noted and agreed to
- x. **Proof of registration on the Central Supplier Database (CSD)**
- xi. **Bidders MUST be Tax compliant, failure to be complaint the bidders will be given 7 working days to get the tax status in order**
- xii. Duly completed and signed WCBD3 .3
- xiii. Bidders may submit a current and original S.A.R.S. Tax Clearance with the bid application and CSD will be accepted by the Western Cape Government.
- xiv. BBBEE Certificate and Duly Completed and signed WCBD6.1

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The Western Cape Government Health and Wellness welcomes the repeal of the COVID-19 regulations.

The Health Regulations have been repealed which we welcome and support.

We encourage voluntary mask wearing where applicable (people who have flu symptoms, people who have underlying chronic conditions and the elderly). We urge individual responsibility to live with COVID-19 which is not "gone" and we should continue to be mindful of the vulnerable.

We also encourage vaccination (COVID-19 and flu) and ongoing good ventilation and other good habits.



Western Cape
Government
FOR YOU

Health and Wellness

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RED CROSS HOSPITAL

STANDARD OPERATION PROCEDURES FOR HEPATITIS B VACCINATION

Compiled by	Occupational health Clinic	Date: 01 June 2018
Approved by	Prof. Mohamed F Jeebhay Mrs. Galiema Haroun	Review date: 01 June 2023

1. INTRODUCTION

- 1.1 Hepatitis B virus can cause serious liver infection with possible chronic complications. In occupational settings, transmission can occur from patients that have acute infection or who are carriers of HBV, to health care workers through needle stick/ sharps injuries, splashes to mucous membranes or non-intact skin contact with blood or other infectious body fluid.
- 1.2 Prevention of occupationally acquired hepatitis B infection can be reasonably achieved through immunization, good infection control measures and the correct management of sharps injuries. Although immunisation offers 90% protection against HBV it should not be used as a substitute for other methods of prevention as it offers no protection from infection by other blood borne viruses e.g. hepatitis C, HIV.
- 1.3 This SOP should be read in conjunction with the provincial policy No. OHS/006/2017 (Medical surveillance procedure for employees exposed to hepatitis B virus in the workplace)

2. PURPOSE

- 2.1 To ensure good working practices in terms of Hepatitis B immunisation, a safe working environment and the protection of staff and patients.

3. ROLES PLAYERS

- 3.1 Quality Assurance Department
- 3.2 Occupational Health Clinic
- 3.3 Infection Prevention and Control Unit
- 3.4 Pharmacy
- 3.5 Area supervisors and health & safety representatives

4. SCOPE

- 4.1 This Standard Operating Procedure (SOP) applies to all staff that have direct contact with patients and/or infectious body fluids during the performance of their duties.
 - 4.2 **Managers, HOD's and/or designated persons** are responsible for ensuring that all staff are fully aware and fully apprised of this SOP, including recording that the staff member has read and understood it.
1. Schillie, Sarah F., et al. "CDC guidance for evaluating health-care personnel for hepatitis B virus protection and for administering postexposure management." (2013).

- 4.3 Based on work-related tasks, staff have been classified according to the potential risk of acquiring an infection as a result of exposure to Hepatitis B as outlined in Table I.
- 4.4 The list in Table I should not be considered as definitive. Any employee not covered, who has reasonably anticipated contact with blood or other potentially infectious materials during the performance of her/his job is considered to be at risk of being infected and is required to report to the Occupational Health Clinic to assess the need for vaccination.

Table I: Classification of potential risk of Hepatitis B infection based on work-related tasks

CATEGORY	TASKS PERFORMED	STAFF CATEGORY
A	Tasks that involve exposure to blood, body fluids or tissue/s	Medical doctors Nursing staff Clinical technologists Medical technologists Radiographers
B	Tasks that involve no exposure to blood, body fluids or tissues, but employment may require performing unplanned category A tasks	Allied health professions Security staff Porters Linen Bank staff Medical Records staff Clinical Admin staff Specimen Depot staff Environmental Health and Safety staff CPD staff Clinical Engineering staff Waste Management staff
C	Tasks that do not involve exposure to blood, body fluids or tissue/s	Administrative staff Kitchen staff

5. PRE-EXPOSURE VACCINATION PROGRAM

- 5.1 Immunisation is compulsory for all health workers that fall into categories A and B. Other staff who may be at risk but are not listed in categories A or B may also be considered for immunisation should there be a special indication.
- 5.2 A course of Hepatitis B vaccine is provided free of charge to all potentially exposed employees who have not yet been immunised according to the provincial policy No. OHS/006/2017.
- 5.3 Serological antibodies testing should be performed 1-2 months (minimum) after the health worker has received the last dose of the vaccine series. No testing should be carried out unless there is proof of the person having received a full vaccination series. An anti-HBs concentration ≥ 10 mIU/mL indicates immunity and no further periodic antibody testing is required in immunocompetent employees.
1. Schillie, Sarah F., et al. "CDC guidance for evaluating health-care personnel for hepatitis B virus protection and for administering postexposure management." (2013).

- 5.4 Employees demonstrating an anti-HBs titre <10 mIU/mL after receiving the primary vaccine series should be revaccinated as outlined in the provincial policy No. OHS/006/2017.
 - 5.5 Employees without documented proof of having received full vaccination should report to the Occupational Health Clinic to receive a full vaccination series.
 - 5.6 All newly appointed health workers should report to the Occupational Health Clinic within 14 days of commencing employment to assess the need for vaccination. If the employee was previously vaccinated, documented proof of having received a full vaccination series should be provided. Should no evidence of vaccination be available or the employee has an incomplete vaccine series or is unvaccinated, a full series of the hepatitis B vaccine should be administered.
 - 5.7 Hepatitis B vaccination is not contraindicated for pregnant or lactating women. Available vaccines contain non-infectious HBsAg and do not pose a risk of infection to the foetus.¹ However, the manufacturer recommendation should be checked before giving the vaccine.
 - 5.8 Supervisors are requested to liaise with the Occupational Health Clinic to arrange vaccinations. Phone extension 5283.
 - 5.9 It is the responsibility of both the **supervisor and the employee** to ensure that vaccination is administered. Supervisors should document any refusal by requiring that the employee signs a disclaimer form. This is to ensure that the employer is absolved from any liability should the employee acquire a Hepatitis B infection as a result of employment. A signed copy of the disclaimer form should be sent to the Occupational Health Clinic (Addendum 1).
 - 5.10 Staff of the Occupational Health Clinic will avail themselves to address staff concerns and to answer any questions prior to vaccination. A written assessment will be carried out and verbal consent will be obtained from the employee prior to any vaccination being conducted. A Hepatitis B information sheet is also attached to this SOP (Addendum 2).
 - 5.11 **Managers, HOD's and/or designated persons** are responsible for ensuring that all staff are aware of this SOP. It is the responsibility of all **managers, HOD's and/or designated persons** to keep a vaccination record of all staff in their department and/or clinical areas. Should an employee be unsure of his/her Hepatitis B immunity, the employee and/or manager/supervisor (with the permission of the staff member) can request the Occupational Health Clinic staff to confirm the date of the last vaccination in order to facilitate the initial record-keeping process (Addendum 3).
 - 5.12 The Occupational Health Clinic will issue all staff with a vaccination card, which should be presented to their respective manager upon transfer from one department or unit to another in order to facilitate the manager's and/or designated person's updated record
1. Schillie, Sarah F., et al. "CDC guidance for evaluating health-care personnel for hepatitis B virus protection and for administering postexposure management." (2013).

keeping. It should also be presented to staff in the Occupational Health Clinic at each vaccination visit (See Addendum 4).

- 5.13 With regard to recruitment agency contracted staff as well as other non-Western Cape Government staff, the onus is on **the respective agency/employer** to ensure that their employees are vaccinated. This should be mentioned in the service-level agreement between the hospital and the respective agency. Proof of vaccination **must be** provided to the Human Resources Department and the Occupational Health Clinic before the health worker is permitted to work in a specific clinical area or department. The employees are requested to keep a copy of the proof of vaccination during their duties at the hospital.

6. POST-EXPOSURE VACCINATION PROGRAM

- 6.1 Following acute exposure (e.g. needle stick injury or a splash), the employee should report to the Occupational Health Clinic immediately. The employee will be managed according to the procedures as outlined in the provincial policy No. OHS/006/2017.
- 6.2 It is the responsibility of both **the supervisor and the affected employee** to ensure that the incident has been immediately reported and the employee is referred to the **immediate care area**.
- 6.3 During normal working hours the Occupational Health Clinic will function as the **immediate care area** and after hours and public holidays, the Trauma Unit will take over this function. The hours of service of the Occupational Health Clinic are Monday to Thursday 08:30 – 13:30.
- 6.4 Refusal of anti-HBs titre testing by the exposed employee should be clearly documented and the disclaimer form signed by both the employee and the treating Occupational Health Clinic staff (See Addendum 5). Post-exposure prophylaxis may still be provided even though HBV testing may be refused by the affected employee. However, the employee should be counselled on the probable risk of not receiving worker's compensation benefits if he/she is diagnosed with HBV infection at a later stage.
- 6.5 Should a potentially exposed employee decline post-exposure prophylaxis, the treating Occupational Health Clinic staff should clearly document this in the disclaimer form, and signed by both the employee and the Occupational Health Clinic staff (Addendum 5).
- 6.6 Should Hepatitis B infection result following from the occupational exposure, it should be reported to the Worker's Compensation Commissioner under the Compensation for Occupational Injuries & Diseases Act, No 130 of 1993 (Schedule 3).

1. Schillie, Sarah F., et al. "CDC guidance for evaluating health-care personnel for hepatitis B virus protection and for administering postexposure management." (2013).

7. DUTIES AND RESPONSIBILITIES OF THE STAFF OCCUPATIONAL HEALTH CLINIC

- 7.1 The Occupational Health Clinic is responsible for the implementation and monitoring of this policy.
- 7.2 Staff must ensure that the vaccine is administered in a suitable environment that has the appropriate privacy for consent and counselling. The room should be a fully equipped with all the necessary equipment (hand washing facilities, cotton wool, kidney dish, plasters, vaccines in fridge, sharps bin, clinical waste bin, anaphylaxis pack and resuscitation equipment).
- 7.3 Prior to receiving any vaccination, the occupational health doctor/nurse must provide the employee with information relating to the benefits and risks associated with immunisation.
- 7.4 Occupational health staff must ensure that the employee is aware of future dates and arrangements for vaccination or follow up blood tests if required.
- 7.5 Occupational health staff should liaise with the Pharmacy to ensure enough stock of the vaccine is available and ensure that the cold chain is monitored and maintained at all times.
- 7.6 Occupational health staff must ensure monitoring and reporting on compliance with this SOP to the Health & Safety Committee. The Health & Safety Committee is responsible for receiving the results of the monitoring and taking action as required.

8. REVISION SUMMARY

Draft No.	Compiled by	Date	Revised by
1	Dr Faisal Al Badri Occupational Medicine Registrar	18/04/2018	

1. Schillie, Sarah F., et al. "CDC guidance for evaluating health-care personnel for hepatitis B virus protection and for administering postexposure management." (2013).



**ADDENDUM 1
RED CROSS HOSPITAL**

**DISCLAIMER FORM
HEPATITIS B IMMUNIZATION FOR HEALTH CARE WORKERS**

I, _____ (full names)
I.D. Number _____ Persal Number _____
working at: _____ (name of Institution),

having been duly informed of the benefits of Hepatitis B immunization, do hereby NOT consent to receiving the full vaccination series (3 doses) of Hepatitis B vaccine.

I understand that the immunization will be provided free of charge, and it is binding on me to complete the entire schedule of three doses.

The WCPG Department of Health will not be liable for any claims that may result from my contracting Hepatitis B while on duty, should I refuse to consent to the full series of Hepatitis B immunization.

I hereby reaffirm that my employer has not coerced me into signing this consent.

Signature of the employee

Date

Name of witness (1)

Signature of witness (1)

Name of witness (2)

Signature of witness (2)

1. Schillie, Sarah F., et al. "CDC guidance for evaluating health-care personnel for hepatitis B virus protection and for administering postexposure management." (2013).

ADDENDUM 2 RED CROSS HOSPITAL

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. People can carry the Hepatitis B virus for many years without knowing they are infected.

2. How is Hepatitis B transmitted?

Generally from exposure to blood or body fluids from a person who is infected with Hepatitis B.

In a health care setting it can be transmitted via :

- Contaminated needles and other sharps (needles, surgical instruments, blades etc);
- Mucosal or non-intact skin exposure with contaminated blood or body fluids.

3. How is Hepatitis B prevented?

- By vaccination;
- By following universal (standard) precautions;
- By using protective wear (PPE): gloves, masks, eye protection and clothing (aprons and gowns);
- By practising good hand hygiene, including the thorough washing of hands between every patient contact, and covering cuts and abrasions;
- By the correct disposal of sharps;
- By ensuring correct cleaning of equipment. Invasive procedure equipment must be sterilised, and non-invasive equipment must be surgically cleaned after use.

4. What does the vaccination involve?

A course of Hepatitis B vaccine consists of 3 doses of vaccine that administered intramuscularly in the deltoid muscle at 0, 1 and 6 months.

5. Is it safe for HCWs to be vaccinated during pregnancy?

Yes. Pregnant women in occupations with a high risk of hepatitis B virus (HBV) infection . HCWs who have a potential for exposure to blood should be vaccinated. Hepatitis B vaccine contains no components that have been shown to pose a risk to the foetus at any time during gestation. An acute (or chronic) HBV infection in a pregnant woman poses a significant risk to the foetus or new-born for perinatal or in utero infection.

6. How often should I test health care workers after they've received the hepatitis B vaccine series to make sure they're protected?

Post vaccination testing should be done 1–2 months after the last dose of hepatitis B vaccine. If adequate anti-HBs is present ($>10\text{mIU/mL}$), nothing more needs to be done. Periodic testing or boosting is not needed. If the post vaccination test result is less than 10mIU/mL , the vaccine series should be repeated, and testing done 1–2 months after the second series. This information should be recorded in the person's health record.

7. Should a HCW who performs invasive procedures and who once had a positive anti-HBs result be revaccinated if the anti-HBs titer is rechecked and is $<10\text{mIU/mL}$?

No. Post vaccination testing needs to be done only once at 1–2 months after the vaccine series is completed. If a HCW's test result indicated protection (anti-HBs $>10\text{mIU/mL}$) as a result

1. Schillie, Sarah F., et al. "CDC guidance for evaluating health-care personnel for hepatitis B virus protection and for administering postexposure management." (2013).

of the original vaccination series, no further serologic testing is indicated. Data show that adequate response to the 3-dose series of hepatitis B vaccine provides long-term immunologic memory that gives long-term protection. Only immunocompromised persons (e.g., hemodialysis patients, HIV-positive persons) need to have anti-HBs testing and booster doses of vaccine to maintain their anti-HBs concentrations of at least 10mIU/mL to be protected against HBV infection.

8. Several physicians in our group have no documentation showing they received hepatitis B vaccine. However, they are relatively sure they received the doses many years ago. What do we do now?

Unfortunately, inadequate documentation of vaccination is common. Even if these physicians think they may have been fully vaccinated, but it is not documented, the three-dose vaccination series should be administered. Post vaccination testing should be performed 1–2 months after the three-dose series. There is no harm in receiving extra doses of vaccine. However, The physicians are welcome to have their immune status tested privately if they prefer not to subject themselves to revaccination.

9. What if the Health Care Worker refuses vaccination?

Staff who refuse vaccination are required to sign the Disclaimer Form.

10. What is the procedure if a health care worker sustains a sharps injury or muco-cutaneous exposure?

The health care worker must report to:

- Occupational Health Clinic, (during normal working hours)
- Trauma and Emergency Unit (after hours)

11. What is management's responsibility?

Managers are required to keep a vaccination record of all their staff within their departments and /or clinical areas.

1. Schillie, Sarah F., et al. "CDC guidance for evaluating health-care personnel for hepatitis B virus protection and for administering postexposure management." (2013).

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Hepatitis B Vaccination Record

ADDENDUM 4
RED CROSS HOSPITAL
IMMUNISATION CARD

Adequate protection against Hepatitis-B requires that the entire course schedule is completed.



RED CROSS HOSPITAL
Occupational Health Clinic

**HEALTH CARE
WORKER**

IMMUNISATION CARD

Name: _____

Folder No: _____

D.O.B.: _____

I.D No: _____



Always carry this card in your wallet or handbag

Vaccine Administration	Date Given	Batch No.	Given By
HBV	1		
	2		
	3		
	Booster 1		
	Booster 2		
	Booster 3		
Booster 4			

Human Hepatitis B Immunoglobulin		
Date	Dosage Given	Sign

- Schillie, Sarah F., et al. "CDC guidance for evaluating health-care personnel for hepatitis B virus protection and for administering postexposure management." (2013).

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**ADDENDUM 5
RED CROSS HOSPITAL**

**DISCLAIMER FORM
MANAGEMENT OF EXPOSURE TO BLOOD OR OTHER INFECTIOUS BODY FLUIDS**

I, _____ (full names)
I.D. Number _____ Persal Number _____
working at: _____ (name of Institution),

having been duly informed of the importance of post exposure investigations and prophylaxis, do hereby **NOT** consent to:

- ☐ Baseline investigations for HIV, Hepatitis B and/or Hepatitis C.
- ☐ Receiving post-exposure prophylaxis for HIV and/or Hepatitis B.

I understand that both the investigations and post-exposure prophylaxis are provided free of charge, and it is binding on me to complete the entire regimen and to attend the required follow up appointments.

The WCPG Department of Health will not be liable for any claims that may result from my contracting HIV and/or Hepatitis B while on duty, should I refuse to undergo the baseline investigations and/or receive the post-exposure prophylaxis.

I hereby reaffirm that my employer has not coerced me into signing this consent.

Signature of the employee

Date

Name of witness (1)

Signature of witness (1)

Name of witness (2)

Signature of witness (2)

1. Schillie, Sarah F., et al. "CDC guidance for evaluating health-care personnel for hepatitis B virus protection and for administering postexposure management." (2013).

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Annexure 1

TERMINAL/ decontamination- CLEANING OF ISOLATION ROOMS CHECKLIST

Date:

Ward:

Room No.

Instructions	Please Tick below		Please Tick below	
Once a patient with transmission based (Contact, Droplet or Airborne) precautions has been discharged from a single room or bed space, the following cleaning procedure must be followed.				
Collect Personal Protective Equipment (PPE) before cleaning. Tick the appropriate PPE you have used.	Blue Apron		All used PPE must be discarded into a RED BAG	
	N95 mask (TB, measles, chickenpox)			
	Goggles/mask with visor			
	Surgical Mask			
	Gloves			
Remove all linen in the room (Do not Shake the linen)	Bed Sheets and blankets		All linen removed from the isolation cubicle must be placed in a yellow bag and labelled (water-soluble bags for COVID)	
	Pillow Cases			
	Pillows			
	Curtains			
Remove Waste	All waste has been removed and placed in a red bag		The red bag has been labelled and placed in the bio- hazardous waste area.	
Name of disinfection solution used			All Disinfectant Solutions have been prepared according to the guidelines	
How has it been prepared? Please Comment				

Nursing staff duties:

1	Inform housekeeper of patient's discharge	
2	-Remove all infectious linen, place in yellow bag, close and complete label of contents of bag -Place COVID-19 area linen in water-soluble linen bag and complete label of contents of bag	
3	<u>Clean all equipment</u> -Syringe drivers -Ivac -Feeding pumps -Monitors -Discard Saturation Probes -Cables	
4	Discard suction bottle and suction tubing in <u>Red</u> waste bins	
5	Discard all disposable stock	
6	Remove all unused patient medication	
7	Empty all drawers and cupboards and clean	
8	Clean Stethoscopes	

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Housekeeping Staff duties:					
Procedure:					
1	Spot clean room with soap and water				
2	Make up disinfectant solution at _____ (ratio)				
3	Open windows, close the door				
4	Disinfect:	1	2★	3★	
	Switches				
	Door handles				
	Locker				
	Table				
	Chairs				
	Bed & rails and accessories				
	Mattress, both sides				
	Castors / wheels				
	Basin and taps				
	Paper towel dispenser				
	Waste bins				
	Any other equipment, e.g. Drip stand, TV				
	Walls, windows, doors, door handles, mirrors and all surfaces, e.g. windowsills				
	Floors and corners				
	Bathroom and toilet				
	Remove curtains				
	Clean blinds				
5	Mop head to be rinsed and then soaked in newly mixed hypochlorite solution for 1 hour and then hung out to dry.				
6	Discard cloths				
7	Remove and discard personal protective clothing appropriately in Red Waste bag				
8	WASH HANDS before leaving the area				
9	Take linen bags to laundry and red bags to bio hazardous waste area				
10	Hand the completed form to the Sr in charge/Operational Manager of the ward				
NURSING STAFF NAME: (Print name)				SIGNATURE:	
DATE COMPLETED:				TIME COMPLETED:	
CLEANING STAFF NAME:				SIGNATURE:	
DATE COMPLETED:				TIME COMPLETED:	
FORM RECEIVED BY: (Print name)				SIGNATURE:	
DATE:				TIME:	

★The room is only disinfected a second and third time in special circumstances, e.g. MRSA, VRE, CRE, ESBL, Clostridium difficile, MDR TB, resistant “bugs”

Remember: Cleaning with soap and water is the essential part of disinfection.

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Enquiries: Dr Z Vundle , Mr N Ismail,
Mr A Thomas

Reference: 16/R

CIRCULAR NO H58/2023

**TO: ALL HEADS OF DIVISIONS/CHIEF DIRECTORATES/ DIRECTORATES/ HEADS OF
INSTITUTIONS/ DISTRICTS/ SUBSTRUCTURES**

**WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
SAFETY, HEALTH, ENVIRONMENT, RISK AND QUALITY (SHERQ) POLICY (2023)**

1. PURPOSE

- 1.1 The purpose of the circular is to communicate the revised SHERQ policy (2023) that seeks to address the WCGHW's legal responsibility and commitment to providing a safe working environment in which the health and safety of health workers, users, students, contractors, visitors, and volunteers, in all facilities falling under WCGHW's control, is promoted and protected, while ensuring sustained quality service delivery.

2. OBJECTIVES OF THE SHERQ POLICY

The objectives of this policy are to ensure that:

- 2.1 A safe and healthy environment is provided for health workers and persons other than WCGHW health workers (mandatories, users, students, visitors, contractors, and volunteers) as appropriate.
- 2.2 To implement standardised measures aimed at improving and sustaining optimum quality services for patients and health workers.

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- 2.3 A framework for Occupational Health and Safety (OHS), Infection Prevention and Control (IPC) and Quality Assurance (QA) activities and services within WCGHW is provided.

3. SCOPE AND ORGANISATIONAL FRAMEWORK FOR THE SHERQ POLICY

- 3.1 This policy shall apply as appropriate to the WCGHW (employer), all its health workers and workplaces, and persons other than WCGHW health workers (mandatories, users, students, interns, visitors, contractors, and volunteers) across all WCGHW operations and facilities.
- 3.2 The overall responsibility or liability and accountability for the implementation, monitoring and evaluation of the SHERQ policy is shared as appropriate, at all levels, from the HOD through the various lines of management, including heads of departments, Chief Directors, CEOs, Health Facility Managers, and Supervisors.

Please find attached Safety, Health, Environment, Risk and Quality (SHERQ) Policy (2023) for your further attention and distribution

For any further enquiries to this circular, please see attached contact list on the policy

Yours Sincerely

 Digitally signed
by Dr Keith
Cloete
Date: 2023.05.23
06:30:56 +02'00'

DR K CLOETE

HEAD OF HEALTH

DATE: 23 May 2023

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Western Cape
Government

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS (WCGHW)

SAFETY, HEALTH, ENVIRONMENT, RISK AND QUALITY (SHERQ) POLICY

8 May 2023 (Final)

1. Preamble

The Safety, Health, Environment, Risk and Quality (SHERQ) framework has been prescribed in the Department of Public Service and Administration (DPSA) Employee Wellness Strategic Framework (2019) 3rd pillar as follows:

- **Safety and Health:** Regulations, procedures, and practices intended to prevent accident or injury in workplaces and adverse health impacts linked to occupational exposures (e.g., governance structures – Occupational Health and Safety (OHS) committees and OHS representation, medical surveillance, COIDA management, etc.)
- **Environment:** The workplace environment (e.g., maintenance of buildings and equipment, housekeeping, lighting, air quality, etc.)
- **Risk:** Occupational risk assessment/management (e.g., Health / Hazard Identification and Risk Assessment (HIRA), occupational hygiene, disaster and emergency management and clinical risk management)
- **Quality:** Quality Assurance (QA) of occupational health and safety activities (e.g., OHS audits, disaster, and emergency plans, etc.)

This policy should be read in conjunction with the following:

- National Infection Prevention and Control (IPC) Strategic Framework and the Practical Manual for Implementation of the National Infection Prevention and Control (IPC) Strategic Framework, 2020.
- Refer to existing documents used for Quality Assurance programmes.

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2. Abbreviations

AIA	Approved Inspection Authority
BCOEA	Basic Conditions of Employment Act (No. 75 of 1997)
CEO	Chief Executive Officer
COIDA	Compensation for Occupational Injuries and Diseases Act (No. 130 of 1993)
DPSA	Department of Public Service and Administration
EEA	Employment Equity Act (No. 55 of 1998)
EMS	Emergency Medical Services
FPS	Forensic Pathology Services
H&S	Health and Safety
HOD	Head of Department
HPCSA	Health Professions Council of South Africa
HIRA	Health/Hazard Identification Risk Assessment
IOD	Injury on Duty
IPC	Infection Prevention and Control
ISO	International Organization for Standardization
LRA	Labour Relations Act (No. 66 of 1995)
MHS	Metro Health Services
OHNP	Occupational Health Nurse Practitioner
OHS	Occupational Health and Safety

OHS	Occupational Health and Safety Act (No. 85 of 1993)
OMP	Occupational Medicine Practitioner
OREP	Occupational Risk Exposure Profile
PM	People Management
PQAIPC	Provincial Quality Assurance - Infection Prevention and Control
QA	Quality Assurance
QI	Quality Improvement
RHS	Rural Health Services
RNS	Regulated Norms and Standards
SABS	South African Bureau of Standards
WCGHW	Western Cape Government Health & Wellness
WREP	Workplace Risk Exposure Profile

3. Definitions

Accident: means an accident arising out of and during a health worker's employment, and resulting in personal injury, illness, or death of the health worker (COWDA).

Approved Inspection Authority: The OHS Act defines an approved inspection authority as: any person who with the aid of specialised knowledge or equipment or after such investigations, tests, sampling, or analyses as he may consider necessary, and whether for reward or otherwise, renders a service by making special findings, purporting to be objective findings, as to -

- a) the health of any person;
- b) the safety or risk to health of any work, article, substance, plant or machinery, or of any condition prevalent on or in any premises; or
- c) the question of whether any particular standard has been or is being complied with, with respect to any work, article, substance, plant or machinery, or with respect to work or a condition prevalent on or in any premises, or with respect to any other matter, and by issuing a certificate, stating such findings, to the person to whom the service is rendered.

Employer: Any person who employs or provides work for any person and remunerates that person or expressly or tacitly undertakes to remunerate them (OHS Act 1993).

Employee: any person who is employed by or who works for an employer and receives or is entitled to receive any remuneration or who works under the direction or supervision of an employer or any other person (OHS Act 1993).

Infection Prevention and Control (IPC): Infection prevention and control is the discipline concerned with preventing, reducing and/or controlling the transmission of healthcare-associated infections.

Health Worker: means any person who is involved in the provision of health services to a user. (National Health Act 61 of 2003)

This includes all employees as defined above, including clinical, emergency, forensic, laboratory, waste control, cleaning, catering, security, administrative and other support staff, plus independent contractors, and employees of subcontractors and NPOs (such as community health workers), supernumerary clinical staff, students, interns and volunteers providing health care, whether in a facility or through home visits.

Mandatory: an agent, contractor or sub-contractor doing work at the workplace.

Medical Surveillance: a planned programme or periodic examination of health workers by an occupational health practitioner or, in prescribed cases, an occupational medicine practitioner.

Occupational health: The promotion and maintenance of the highest degree of physical, mental, and social wellbeing of the workers in all occupations.

Occupational health practitioner (OHP): a person who holds an occupational health qualification recognised by the Health Professions Council of South Africa (HPCSA) or South African Nursing Council (SANC). This may be an occupational medical practitioner or an occupational health nurse practitioner. (Medical, Dental and Supplementary Health Service Professions Act, 1974 (Act No. 56 of 1974), the South African Nursing Council as referred to in the Nursing Act, 1978 (Act No. 50 of 1978) as per the OHS Act).

Occupational medical practitioner (OMP): a medical practitioner, as defined by the HPCSA and Medical, Dental and Supplementary Health Service Professions Act, 1974 (Act No. 56 of 1974), who holds a qualification in occupational medicine (or an equivalent qualification) recognised by the HPCSA.

Occupational health nurse practitioner (OHNP): a professional nurse, as defined by the South African Nursing Council as referred to in the Nursing Act, 1978 (Act No. 50 of 1978), with an occupational health qualification recognised by the SANC.

Occupational health service: Services entrusted with preventive functions and responsible for advising the employer, workers, and their representatives on the requirements for establishing and maintaining a safe and healthy working environment. It will also facilitate optimal physical and mental health in relation to work and the adaptation of work to the capabilities of workers in the light of their physical and mental health state. (International Labour Organisation Convention No. 161).

Occupational Health Service Provider: The designated service provider (either in house or outsourced) that will provide occupational medical services, like medical surveillance or treatment of work-related injuries and illnesses, to health workers.

Occupational Hygiene: means the anticipation, recognition, evaluation, and control of conditions arising in or from the workplace, which may cause illness or adverse health effects to persons. (OHS Act 1993)

Quality Assurance (QA): Quality Assurance is a management method that is defined as "all those planned and systematic actions needed to provide adequate confidence that a product, service or result will satisfy given requirements for quality and be fit for use". A Quality Assurance programme is defined as "the sum total of the activities aimed at achieving that required standard". (ISO 9001: 1994)

Quality Improvement: An ongoing process of assessment, redesign and monitoring and evaluation that ensures that systems are constantly evaluated and, where necessary, modernised to improve quality. To improve quality through modernising health care delivery systems. (A Policy on Quality in Healthcare for South Africa, 2007)

Hazard: A hazard is a potential source of harm or adverse health effect on a person or persons.

Risk: is the likelihood that a person may be harmed or suffers adverse health effects if exposed to a hazard.

Safe: protected from or not exposed to danger or risk; not likely to be harmed or lost.

Training: Refers to education and skills programs approved by the department and given in a training course format in a classroom, onsite or offsite or online by a competent person(s) e.g., qualified trainers or supervisors or training providers or experts in a specific field.

User: A user is a person receiving treatment or care in a health establishment, whether public or private. (National Health Act 61 of 2003)

Workplace: any premises or place where health workers perform work in the course of their employment.

4. Purpose

This policy addresses the WCGHW legal responsibility and commitment to provide a safe working environment in which the health and safety of health workers, users, students, contractors, visitors, and volunteers, in all facilities falling under WCGHW control, is promoted, and protected, while ensuring sustained quality service delivery. This policy covers aspects relating to **Safety** (health workers and users), health workers **Health, Environment** (health workers and users), **Risk** (clinical, occupational, and technical) and **Quality** of services.

5. Scope

This policy shall apply as appropriate to the WCGHW (employer), all its health workers and workplaces, as well as persons other than WCGHW health workers (mandatories, users, students, interns, visitors, contractors, and volunteers) across all WCGHW operations and facilities.

6. Objectives

The objectives of this policy are to ensure that:

- 6.1 A safe and healthy environment is provided for health workers and persons other than WCGHW health workers (mandatories, users, students, visitors, contractors, and volunteers) as appropriate.
- 6.2 To implement standardised measures aimed at improving and sustaining optimum quality services for patients and health workers.
- 6.3 A framework for OHS, IPC and QA activities and services within WCGHW are provided.

7. Legal Framework

7.1	Occupational Health and Safety Act (No. 85 of 1993) as amended and all its regulations.
7.2	Basic Conditions of Employment Act (No. 75 of 1997), as amended.
7.3	By-law on Community Fire Safety. Western Cape Province, 2002 (no. 11257)
7.4	Compensation for Occupational Diseases and Injuries Act (No.130 of 1993), as amended
7.5	Constitution of the Republic of South Africa, 1996
7.6	Employment Equity Act (No 55 of 1998), as amended.
7.7	Hazardous Substances Act 15 of 1973, as amended.
7.8	Health Professions Act (no. 56 of 1974), as amended.
7.9	Labour Relations Act (No. 66 of 1995), as amended.
7.10	Medicines and Related Substances Control Act (No. 101 of 1965), as amended.
7.11	National Building Regulations and Building Standards Act (No 103 of 1977) as amended.
7.12	National Environment Management Act (No. 107 of 1998), as amended.

7.13	National Environmental Management: Waste Act (No. 59 of 2008), as amended.
7.14	National Health Act (No. 61 of 2003), as amended.
7.15	Norms and Standards Regulations applicable to different categories of Health Establishments.
7.16	Nursing Act (No 33 of 2005)
7.17	Public Finance Management Act. No. 1 Of 1999
7.18	Public Service Act (No. 103 of 1994), as amended.
7.19	The Disaster Management Act, 2005, No. 53 of 2005,
7.20	Tobacco Products Control Act (No. 83, 1993), as amended.
7.21	Western Cape Healthcare waste management Act 7 of 2002, and its regulations

8. Organisational Framework for SHERQ Management

8.1 The Role and Responsibilities of the Employer

8.1.1 The Head of Department ("16.1 Appointment"):

- The overall responsibility or liability and accountability for health and safety in the work environment rests with the Head of Department (HOD) (i.e., in terms of Section 16 of the OHS Act of 1993).

8.1.2 "16.2" Appointments:

- The HOD, without derogating from his/her responsibility or liability, may appoint senior managers or any person under their control in writing appointment letters as the person(s) "16.2 appointment" assigned to carry out OHS-related duties as per section 16 of the OHS Act of 1993 (E.g., Chief Directors, Directors, Chief Executive Officers (CEO), Facility Managers, etc.).
- An appointed 16.2 may appoint and sub-delegate other individuals to assist with the duties assigned through this appointment, but may not delegate accountability to these individuals, who are usually occupational medicine practitioners/specialists, occupational health nurse practitioners, and/or safety officers.
- The 16.2's are responsible for overseeing their areas of responsibility/accountability and ensuring that Managers and HOD's in those areas fulfil the duties of the employer as required by the OHS Act 1993 section 8.
- Sign legal appointment letters for Health and Safety Representatives, First Aiders, Fire Marshals, and other related appointments, as required by the OHS Act 1993 and related regulations.

8.1.3 The Role and Responsibility of the Manager and Heads of Department:

Managers and Heads of Departments are responsible for the day-to-day health and safety management within their areas of responsibility as per OHS Act 1993, section 8. This will include:

- Providing and maintaining, as far as is reasonably practicable, a working environment that is safe and without risk for sustained delivery of quality services.
- Identifying, eliminating, or minimising any unsafe work practices or exposure(s) resulting in unhealthy or unsafe condition(s).
- Enforcing such measures as may be necessary in the interest of health and safety.
- Establishing health and safety committees to ensure OHS compliance and review measures undertaken to address OHS risks in the workplace.
- Establishing forums to ensure compliance to IPC and QA requirements.
- Ensuring health workers are informed of any actual or potential hazards and risks.
- Where appropriate, ensuring that Health and Safety Representatives, First Aiders and Fire Marshals are appointed, as required by the OHS Act section 17, General Safety Regulations 3, and Environmental Regulation for Workplaces 9.
- Consulting with Unions, as required by the OHS Act General Administrative Regulation 6, in making Health and Safety Representative appointments.
- Providing and maintaining, as far as reasonable possible, resources, systems and processes required for compliance with various legal and national audit activities pertaining to OHS and QA.

8.2 Organisational Structures

The organisational structures outlined below in figure 1 describes the managerial oversight, operational responsibility, and the provision of technical support in terms of OHS.

Details of each technical committee will be reflected in their Terms of Reference.

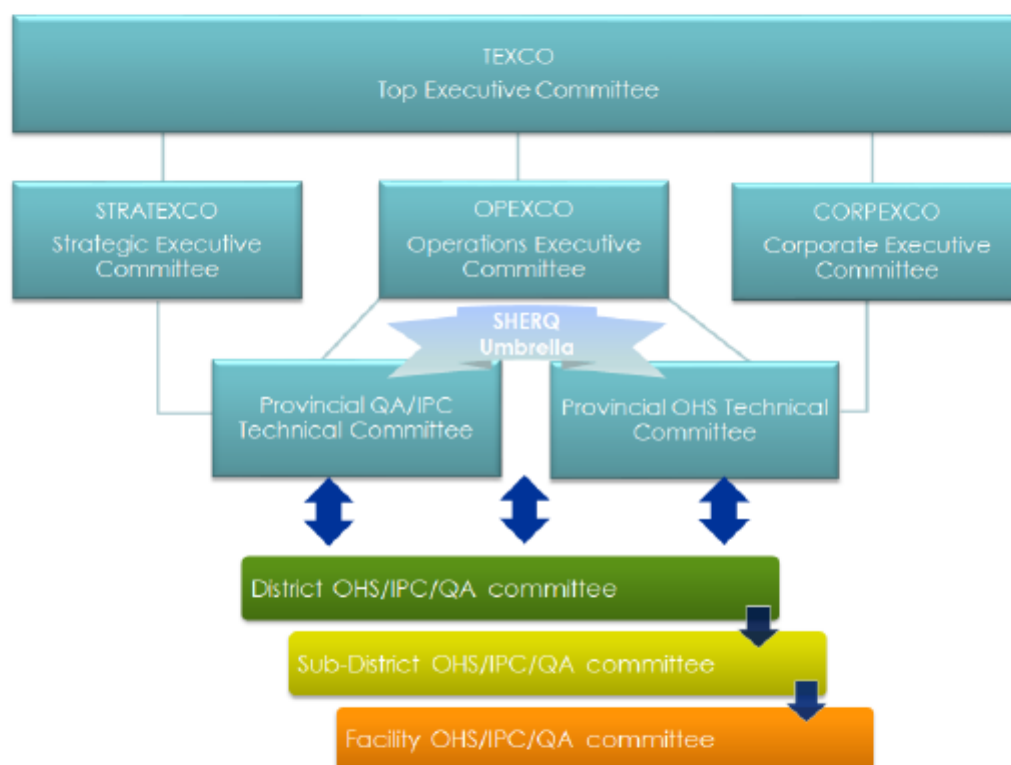


Figure 1. SHERQ Governance & Management Structures

8.2.1 The WCGHW - Top Executive Committee (TEXCO)

- The purpose of the WCGHW TEXCO is responsible, and accountable for the overall governance of the Department and its mandate, as well as leading its stewardship role in relation to other sectors.
- To ensure organisational cohesion and alignment, as policy and strategy custodians and being the top decision-making management structure of the Department.

- Implementation of the key systems levers towards Universal Health Care.
- Matters requiring strategic level coherence and decision-making.
- Matters related to planning, policy, strategy, the allocation of resources.
- Matters related to strategic risks.

8.2.2 The WCGHW - Corporate Executive Committee (CORPEXCO)

- The purpose of the WCGHW CORPEXCO is to provide strategic oversight and alignment of efforts in OHS in the Department.
- To identify the OHS risks to staff health and safety at a provincial level and ensure adequate risk mitigation measures are developed.
- To provide mandates to and oversee the work of the provincial OHS technical committee.
- Operationalisation of the key systems levers towards Universal Health Care, as mandated by TEXCO.
- Matters requiring strategic level corporate coherence, policy, resource allocation and decision-making.
- Matters related to transversal strategic corporate risks.

8.2.3 The WCGHW – Strategic Executive Committee (STRATEXCO)

- The purpose of the WCGHW STRATEXCO is to provide strategic oversight and alignment of efforts in QA-IPC in the Department.
- To identify the QA-IPC matters at a provincial level and ensure adequate programmes are developed.
- To provide mandates to and oversee the work of the provincial QA-IPC technical committee.
- Operationalisation of the key systems levers towards Universal Health Care, as mandated by TEXCO.
- Matters requiring strategic level strategy coherence, policy, resource allocation and decision-making.

- Matters related to transversal strategy risks.

8.2.4 The WCGHW – Operations Executive Committee (OPEXCO)

- The purpose of the WCGHW OPEXCO is to provide service platform cohesion and alignment, as the service policy and strategy decision-making management structure of the Department.
- To operationalise key systems levers towards Universal Health Care, as mandated by TEXCO.
- Attend to matters requiring strategic level service platform coherence, policy, resource allocation and decision-making.
- Attend to matters related to transversal strategic service risks.

8.2.5 The Provincial OHS Technical Committee (OHS Tech)

- The purpose of the committee is to provide the Strategic Oversight Committee and the Department with technical OHS support and advice.
- To ascertain OHS risks and develop mitigation strategies at a provincial level.
- To develop and align OHS policies and protocols with national and provincial legislation and prescripts.
- To provide implementation support to the services and corporate sections. To keep abreast of research evidence and best practices.

8.2.6 The Provincial Quality Assurance - Infection Prevention and Control Technical Committee

- The QA-IPC technical committee is to inform the development, implementation and management of quality improvement systems and processes to enable sustained delivery of quality health services for optimal health and wellness outcomes.
- The QA-IPC technical committee is to provide direction on activities, procedures and policies designed to reduce the risk and spread of infection across the care continuum throughout the service delivery platform.

- To provide oversight on and facilitate integration and cohesion between OHS and IPC in terms of the National Policy on Quality in Health Care for South Africa (abbreviated version April 2007) and the Provincial Policy on Quality of Care (Circular 122/2002).
- To advise the WCG: H on all matters related to Quality Improvement and inform a provincial coordinated approach to Risk Management and Quality (refers to: "Quality Improvement Committees" approved by the HOD on 4/4/2014.

8.3 Roles and Responsibilities

8.3.1 Health and Safety Committees at District and Sub-district / Sub-structure / Facility / Directorate Level: Structure and Function

8.3.1.1 Structure of the Health and Safety Committee

- The relevant manager (16.2 or delegate) is accountable for ensuring that an OHS committee is constituted, functional, compliant with the OHS Act 1993 and perform the duties assigned to them.
- Health and Safety committees must be established in each workplace where two or more Health and Safety representatives have been designated.
- Every designated Health and Safety Representative must be a member of at least one health and safety committee.
- Employers may nominate persons to represent them on a committee.
- The number of persons nominated to represent the employer on the Health and Safety Committee shall not exceed the number of Health and Safety Representatives on that Committee.
- Meetings are conducted on a regular basis, at least four times a year.
- Functions are including but not limited to Section 19 of OHS Act 1993 and related regulations.
- OHS committees may co-opt persons i.e., technical advisors such as engineers, laboratory experts, etc as advisory members for their knowledge and expertise on Health and Safety matters. Advisory members do not have voting powers.
- OHS committees may involve union members as part of the committee in an observational and consultative capacity. Labour representatives do not have voting powers.

8.3.1.2 Functions of the Health and Safety Committee at Workplaces:

- Oversee and monitoring health and safety management and performance in each workplace.
- Assist in the development of policies, procedures, and protocols.
- Receiving reports on workplace health and safety performance and management issues from Health & Safety representatives
- Review unsafe practices and conditions, by conducting and participating in health risk assessments, inspections, and audits for OHS compliance.
- Keeping records of meetings and recommendations to the employer.
- Ensure adherence to standards as set by OHS Act 1993 legislation and its related regulations.
- Functions of the OHS Committee are including but not limited to Section 20 of OHS Act 1993 and related regulations.

8.3.2 The Appointment of Health and Safety Representatives and Roles and Responsibilities

The relevant manager needs to appoint Health and Safety representatives, offices must have at least 1 representative for every 100 workers or part thereof. All other workplaces must have at least 1 representative for every 50 workers or part thereof.

In terms of the OHS Act section 17 and 18, health workers who serve as designated Health and Safety Representatives are responsible for:

- Representing fellow health workers' interests in terms of occupational health and safety.
- Monitoring and reporting on health and safety concerns within their designated workplace/area and submitting health and safety inspection reports to Health and Safety committee, after discussing the report with their line manager. This includes:
 - a) Reviewing effectiveness of health and safety measures; and

- b) Identifying potential hazards and major incidents; and
 - c) Examining causes of incidents, in collaboration with the employer; and
 - d) Investigating complaints relating to health workers' health or safety concerns; and
 - e) Informing the line manager or Health and Safety committee about the above; and
 - f) Inspecting the workplace with a view to health workers' health and safety.
- Serving as a member on the Health and Safety Committee and attending health and safety meetings as required.
 - Adhering to the duties and responsibilities as outlined in the letter of appointment.

8.3.3 The Appointment of First Aiders and Roles and Responsibilities

- Where more than 10 health workers are employed at a workplace, the relevant manager needs to appoint a first aider.
- For office workplaces, one first aider for every 100 health workers, and other workplaces, one first aider for every 50 health workers to be appointed.
- Treating all first aid injuries in the workplace.
- Custodian of a first aid box, inspecting it on a regular basis and ensuring that the contents are maintained.
- Ensuring that the content complies with requirements of General Safety Regulations.
- Entering all details into the first aid register.
- Ensuring that access to the first aid box is not obstructed.
- Ensuring that available first aiders' names and contact details are prominently displayed.

- Ensuring that serious injuries are reported to the line manager, occupational medicine practitioners/specialists, occupational health nurse practitioners (OHNP), and/or safety officers.
- Assisting the Emergency Coordinator in the event of an emergency.
- Adhering to the duties and responsibilities as outlined in the letter of appointment.

8.3.4 The Appointment of Fire Marshals and Roles and Responsibilities

- The relevant manager needs to appoint at least one Fire Marshal per area or floor or department on each shift.
- Fire Marshalls should be aware of the content of the Major Incident Plan of the Health Facility (MIMMS Plan) – as it relates to dealing with Mass Casualty or Major Incidents.
- Fire Marshals to be trained and familiarise themselves with the operation of fire-fighting equipment in their workplace.
- The appointed Fire Marshall of the designated area(s) should do monthly inspection checks.
- The appointed Fire Marshall doing the monthly inspections needs to have the required competent training to know what to look for during their inspections.
- To ensure fire equipment is in a working order and has been serviced.
- Checking emergency escape routes on a regular basis to ensure they are not obstructed.
- Supporting the building Emergency Coordinator or Manager in the event of a fire emergency.
- Adhering to the duties and responsibilities as outlined in the letter of appointment.

8.3.5 The role and responsibilities of health workers:

In terms of the OHS Act all health workers, students, visitors, and mandataries shall:

- Take reasonable care for the health and safety of him/herself and of other persons who may be affected by his/her acts or omissions.
- Co-operate with the employer or person to whom they report in terms of the requirements of the OHS Act.
- Carry out any lawful order and obey the health and safety rules and procedures laid down by the employer.
- Report any situation which is unsafe or unhealthy to the employer or to the relevant health and safety representative.
- Report to the employer or to the relevant health and safety representative any incident in which they are involved, and which affects their health or safety, or which has caused injury, no later than the end of the shift in which the incident occurred.
- Roles and responsibilities are including but not limited to Section 14 of OHS Act 1993 and related regulations.

8.3.6 The roles and responsibilities of Recognised Trade Unions

In terms of the OHS Act General Administrative Regulation 6, representatives of the recognised trade unions are responsible for assisting Managers and HODs by consulting or bargaining in good faith and concluding an agreement concerning:

- The nomination or election of Health and Safety Representatives.
- Ensuring that agreements comply with the provisions of the OHS Act 1993 and relevant legislation.

9. Health/Hazard Identification Risk Assessment (HIRA) Management

- Health/Hazard Identification Risk Assessments (HIRA's) are planned and systematic processes to assist in the identification of potential hazards and associated hazards and risks which could exist within the work environment.
- For each identified hazard and associated risk, mitigation will be put in place to either eliminate, substitute, or control the potential hazard.
- HIRA's should inform medical surveillance programmes (mentioned) and occupational hygiene programmes.
- HIRAs should inform the development and updating of Work Risk Exposure Profiles (WREP's) and Occupational Risk Exposure Profiles (OREP's).
- HIRA's enable management to take the necessary measures to protect the health, safety, and well-being of the health worker.
- HIRA's should be conducted on a 2-yearly basis or change to the relevant environment or work processes.

10. Occupational Hygiene Management

- Occupational Hygiene is the discipline of anticipating, recognising, evaluating, and controlling health hazards in the working environment.
- Occupational Hygiene surveys and assessments must be conducted by an Approved Inspection Authority (AIA) to help employers comply with the requirements of the OHS Act 1993 and related regulations.
- It would be unreasonable to expect the employer or health and safety representatives to be specialists in occupational hygiene, and therefore

provision was made for AIAs to assist in complying with certain requirements of the OHS Act 1993 and related regulations.

- The AIA will follow accepted methodologies and procedures to anticipate, recognise, identify, evaluate, and prepare recommendations to reduce and or minimise exposures to any health risks in the workplace.
- Occupational Surveys will be informed by the Health Identification Risk Assessments (HIRA's).
- Occupational Hygiene Surveys and assessments may for example consist of, but not limited to:
 - Lighting/Illumination Survey
 - Noise Survey
 - Vibration Survey
 - Ventilation Survey
 - Hazardous Chemical Substances/Airborne Pollutants Survey
 - Ergonomics Survey
 - Asbestos Survey
 - Dust Surveys
 - Etc.

11. Medical Surveillance and Preventative Medicine

- Medical surveillance is a planned programme of periodic examination of health workers, which follows on the identification of specific occupational health risks identified in a workplace (informed by the HIRA).
- Health workers must be counselled and educated on the need for medical surveillance at recruitment, and informed consent must be obtained prior to commencement. It may include one or all the following:
 - Clinical examinations
 - Medical questionnaires/history (E.g., Tuberculosis or asthma symptom questionnaires)
 - Special investigations (E.g., Chest X-rays, spirometry, biological monitoring/tests)
- Medical surveillance is required for all at-risk health workers (as determined by HIRA's), as outlined in the OHS Act 1993 & regulations and is also a prescribed requirement in the Regulated Norms and Standards.
- There are legal prescriptions for who can perform medical surveillance examinations. These can be performed by an occupational health practitioner or medical officer, depending on the type of medical surveillance required. In certain prescribed cases, only an OMP may conduct the medical surveillance examination.
- Medical surveillance should be conducted according to prescribed WCGHW protocols or Standard Operating Procedures (SOP's)
- Health workers identified for medical surveillance will undergo evaluations at various points during employment. The frequency will be determined by the nature of the risk involved. These evaluations will include one or more of the following:

- A baseline medical/pre-placement examination (to identify potential contra-indications to specific hazardous exposures and to document a baseline health status for future comparison).
 - Routine periodic medical surveillance (based on risks identified).
 - Post-incident medical surveillance (based on specific incidents involving hazardous occupational exposure).
 - An exit examination on leaving employment.
- Should an abnormality be detected during medical surveillance, the possibility of an occupational disease must be investigated and excluded.
 - If an occupational disease is present, each health worker shall be ensured appropriate treatment and rehabilitation, reasonable placement/relocation, possible retraining and/or medical removal (ill health retirement) and workers compensation claim management (COIDA).
 - Every effort must be made to reasonably accommodate any health worker who acquires an occupational disease, without prejudice to job status and income. If reasonable accommodation or alternative placement is not possible to ensure gainful employment, then the policy and prescripts of incapacity management must be followed as per the Labour Relations Act and Circular H98-2020 - Managing incapacity due to ill-health.
 - Medical surveillance is aimed at early detection of potential health impacts due to hazardous exposures. This role is distinct from fitness for work evaluation, which is usually performed for the purpose of determining the ability of a health worker or prospective health worker to perform the inherent requirements of a job without harm to self or others. A single examination may subsume both functions.
 - Immunisations: As informed by the HIRA, specific immunisations will be provided to staff at risk of infection, in accordance with National and Provincial policies/guidelines.

11. OHS Incident Reporting, COIDA Management and Disability Management

11.1 OHS Incidents and Reporting:

- The employer and health workers must report all workplace incidents, hazardous conditions, near misses, and property and environmental damage to their immediate supervisor as soon as possible.
- The employer (16.2 or delegate) should formally investigate all section 24 incidents as well as any other incident where extensive medical treatment is required other than the normal first aid, section 24 incidents that should be reported and investigated include the following types of incidents:

a) Where any person:

- Dies; or
- Becomes unconscious; or
- Suffers the loss of a limb or part of a limb; or
- Is injured or becomes ill, or is likely to die or suffer permanent physical defect; or
- Unable to work for 14 days or longer because of a work-related incident.

b) When a "major incident" occurs. That is an occurrence of catastrophic proportions, resulting from the use of plant or machinery, or from activities at a workplace.

c) The health and safety of any person was endangered and where:

- A dangerous substance was spilled; or
- The uncontrolled release of any substance under pressure took place; or

- Machinery or any part thereof fractured or failed resulting in flying, falling or uncontrolled moving objects; or machinery ran out of control, shall, within the prescribed period and in the prescribed manner, be reported to an inspector by the employer or the user of the plant or machinery concerned.
- The employer (16.2 or delegate) should keep record of all section 24 incidents and any other incident where medical treatment or first aid is involved.
- This must be done in the form of the prescribed "Annexure 1" form as prescribed in section 9(1)(3) of the General Administrative Regulations.
- Incident investigators must be appointed as per the General Administrative Regulation 9(2) to investigate incidents at relevant health facilities.
- All incidents to be examined by the health and safety committee for that workplace or section of the workplace and ensure that necessary actions, as may be reasonably practicable, are implemented and followed up to prevent the recurrence of such incident as prescribed in section 9(4) of the General Administrative Regulations.
- The investigation should officially start within a period of 7 days and finalised as soon as is reasonably practicable, or within the contracted period in the case of contracted workers.
- The employer must ensure that the incident (record) be examined by the health and safety committee.
- Appropriate hierarchy controls can then be put in place to prevent further occurrences of such events.
- The document should be kept on the facility premises for at least 3 years and be available should the Department of Employment and Labour request this during its inspections or investigations into a specific case.

- A copy of the completed Annexure 1 can be attached to COIDA documentation and sent through to the Compensation Commissioner.

11.2 Occupational Injuries and Diseases Management:

- All occupational injuries and occupational diseases involving health workers must follow the Compensation for Occupational Injuries and Diseases (COID) reporting process outlined as per Circular H101/2019 SOP for the reporting of Injury on Duty Claims or Occupational Disease Claims.
- The responsible manager (16.2 or delegate) must ensure that there is a written standard operating procedure for how occupational injuries and occupational diseases will be managed (both at the facility and outside referral pathways).

11.3 Work Ability, Incapacity and Disability Management

- All work ability, impairment or incapacity assessments involving health workers must adhere to the principles of the BCOEA, EEA, LRA, OHS Act 1993, COID Act 1993 and other relevant legislation.
- The incapacity/disability management function is currently co-ordinated by the Chief Directorate: People Management: Employee Health & Wellness, Diversity and Disability.
- Disability management must be linked to a departmental-level policy on promoting a safe and healthy workplace, including provision for OHS measures, risk analysis of any adaptation adjustment or accommodation, early intervention, referral for treatment, rehabilitation of those who acquire a disability while in employment, and a mentoring system to ensure that integration of new health workers is fostered.
- A multidisciplinary team approach must be adopted to achieve a barrier free environment, such a multidisciplinary team may, for example, be an Institutional Management Labour Committee (IMLC), OHS Committee or an Incapacity Management Committee.

- The team should ideally be comprised of OM Specialist(s) and/or OMP(s), OHNP(s), People Management Representatives, Wellness co-ordinator(s), Occupational Therapist(s). Disability focal persons from Disability Component, OHS coordinator(s), Labour Relations officer, relevant line manager(s) and where possible, organizations of persons with disabilities, may be co-opted when necessary.

12. Training

- Training encompasses the promotion of education and training in occupational health and safety.
- The employer to provide, information, instructions, training, and supervision as may be necessary to ensure, as far as is reasonably practicable, the health and safety at work of health workers.
- The relevant manager (16.2 or delegate) and People Development (PD), in collaboration with discipline experts, must ensure that the relevant education/training is planned and budgeted for.
- Ensure that a formal training needs assessment is in place to determine the health and safety training needs are required for health workers annually.

13. Record Management

13.1 General Safety Records

- All HIRA reports, and occupational hygiene survey reports must be kept for the prescribed period (40 years in general, or 50 years for asbestos).
- All incident investigation reports must be kept for 3 years.
- All records of examination/investigation or tests of engineering control measures as well as any resultant repairs must be kept for 3 years.
- All records and copies to be kept on the safety file and/or electronic at the facility.

13.2 Medical Surveillance Records:

- Confidentiality of health worker health records (including medical surveillance evaluations) must be maintained and must only be accessible to designated health professionals (nurses / doctors / OTs etc).
- All medical surveillance records must be kept for the prescribed period (40 years in general, or 50 years for asbestos exposure).
- Health workers' occupational health records must be kept in a confidential manner separate from other filing systems (e.g., patient records or people management health worker records) ideally within the occupational health unit/clinic (in-house) or with the designated occupational health service provider (if outsourced).
- Only the designated occupational health service provider/s should be able to access health worker occupational medical records.

14. Monitoring and Evaluation

- The OHS programme should regularly undergo monitoring and evaluation to assess the effectiveness, efficiency, and impact of OHS activities in the light of specified Health and Safety objectives.
- All relevant and appropriate OHS related monthly statistics and indicators must be collected using the prescribed reporting procedure using a paper-based and/or electronic information management system (e.g., Occupational Health and Safety Information System (OHASIS)).
- Reports should be compiled quarterly at facility, district, or substructure level by the designated OHS manager/co-ordinator.

15. Review

- This policy shall be reviewed as and when there are new developments or after every five years.

16. Implementation

- Implementation of this policy will be contingent on the availability of resources.

 Digitally signed
by Dr Keith
Cloete
Date: 2023.05.22
15:02:29 +02'00'

Signature:

HEAD OF HEALTH: WESTERN CAPE GOVERNMENT HEALTH & WELLNESS

Dr K Cloete

Date: 22 May 2023

Contact Persons

SHERQ Policy Contact Details

Chief Directorate: People Management, Sub directorate Health worker, Health, and Wellness

- Ms M Buis
Michelle.Buis@westerncape.gov.za (021) 483 3778
- Mr N Ismail
Nabeel.ismail@westerncape.gov.za (021) 483 3951
- Mr M Engle
Marshall.Engle@westerncape.gov.za (021) 483 8918
- Mr B Malesa
Bernad.malesa@westerncape.gov.za (021) 483 0575

Chief Directorate: Strategy and Health Support, Sub Directorate: Assurance

- Dr Ziyanda Vundle
ziyanda.vundle@westerncape.gov.za (021) 483 3115

Chief Directorate: Facilities and Infrastructure Management, Sub Directorate: Infrastructure Support

- Mr Adam Thomas
adam.thomas@westerncape.gov.za (021) 918 1233
- Mr Grant Kinnear
Grant.Kinnear@westerncape.gov.za (021) 918 1564
- Mr Charl Plaatjie
charl.plaatjies@westerncape.gov.za (021) 918 1564
- Mr Stanley Nomdoe
stanley.nomdo@westerncape.gov.za (021) 918 1564



**Western Cape
Government**

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Part 6: STATUTORY AND MANDATORY REQUIREMENTS

- A. Every question must be answered by marking the applicable "Yes" or "No" block with an "x".
- Failure to comply with this requirement or the provision of acceptable, well-motivated written explanations where deviations occur, may lead to immediate disqualification of the bid.
- B. All information provided in this Section shall or may be verified by The Department.
- C. Where documentary evidence is required such documentation so required must be the original or copies certified by a **Commissioner of Oaths**.
- D. Relevant documentation and copies of such documentation must be attached to the last page of this section.

Organisation status of Bidder

Individual ownership

Yes

No

A company

Yes

No

A close corporation

Yes

No

Partnership

Yes

No

Joint venture

Yes

No

Documentary Evidence Required

Company: Public or private company registration issued by the Registrar of

Companies, including the names of the directors and shareholders certificates of each shareholder.

Yes

No

Close corporation, CK3 and CK2 certificates of the Registrar of Close Corporation.

Yes

No

Copy of partnership agreement and in the case of joint ventures and

Consortia a memorandum of understanding.

Yes

No

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Registration in terms of the Compensation for Occupational Injuries and Diseases Act. 130 of 1993

Is the bidder registered with the Commissioner for COID?

Yes

No

Provide documentary evidence (letter of good standing) of current valid Registration.

Yes

No

Unemployment Insurance Fund Registration (UIF)

Is the bidder registered with the Commissioner for UIF?

Yes

No

Provide documentary evidence (letter of good standing) of current valid registration.

Yes

No

Occupational Health and Safety Act, 1993 (Act. 85 of 1993) and Regulations of the Act.

Is the bidder prepared to accept full responsibility in terms of Section 37(2) of the said Act?

Yes

No

Labour Broking

Is the bidder considered to be a Labour Broker?

Yes

No

Is the bidder registered with the Confederation of Private Employment Services (CAPES) or any other Association affiliated to it, i.e. National Staffing Association (NSA)?

Yes

No

Provide documentary evidence of current valid registration.

Yes

No

Provide current IRP30 certificate issued by the Receiver of Revenue.

Yes

No

Skills Development Levies Act (9 of 1999)

Is the bidder registered with the Department?

Yes

No

Provide documentary evidence of current valid registration.

Yes

No

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Membership with Cleaning Contract Association

Is the bidder registered with a Cleaning Contract Association such as The

National Cleaning Contract Association (NCCA)?

Provide documentary evidence of current valid membership.

Yes

No

VAT Registration

Is the bidder registered for VAT?

Yes

No

Pay as you earn (PAYE)

Is the bidder registered with the Commissioner for PAYE?

Provide documentary evidence (letter of good standing) of current valid registration.

Yes

No

Yes

No

Public Liabilities Insurance

Is the bidder currently insured against liabilities claims?

Provide documentary evidence of current public liability insurance.

Yes

No

Yes

No

What is the amount insured. **R**

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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: RCCH10/2024
CLOSING TIME: 11H00	CLOSING DATE: 04 FEBRUARY 2025

OFFER TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID.

IMPORTANT NOTE:

- The contract shall come into effect from the first of the month following the date of acceptance of the successful bidder's bid and signing of the Service Level Agreement who will render cleaning services with effect from that date or a date mutually agreed upon.
- Bidders must base their prices on the **latest published** minimum employee's wages applicable at the date of bid, and detailed particulars of the latest Government Gazette and Government Notice used to calculate the employee's wages must be given.

			BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)		
Item No.	DESCRIPTION	ESTIMATED QUANTITY*	YEAR 1	YEAR 2	YEAR 3
1.	THE RENDERING OF A COMPREHENSIVE CLEANING SERVICE AT RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL FOR A PERIOD OF THREE (3) YEARS.	1	R..... price per month**	R..... price per month**	R..... price per month**

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RCCH10/2024 - FOR THE PROVISION OF A COMPREHENSIVE CLEANING SERVICE FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL ONE (1) YEAR SUBJECT TO SUPPLIER PERFORMANCE AND DEPARTMENTAL PRESCRIPTS, AT THE SOLE DISCRETION OF THE DEPARTMENT, AT RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL.

GRAND TOTAL INCL VAT	YEAR 1 R_____ Total per annum including VAT	YEAR 2 R_____ Total per annum including VAT	YEAR 3 R_____ Total per annum including VAT
TOTAL COST FOR THREE (3) YEARS INCL VAT		R_____	

YEAR 1				
	PERSON AND POSITION	SHIFTS REQUIRED IN A WEEK A	DAILY RATE PER GA PER SHIFT B	Annual Cost Year 1 (A X B) X 52 weeks
1	General Assistant – Shift A (07h00 – 19h00)	(45 X 5) = 225 45 GA's/Cleaners x 5 days = total of 225 shifts		
2	General Assistant – Shift B (07h00 – 16h00)	(51 x 5) = 255 51 GA's/Cleaners x 5 days = total of 255 shifts		
3	General Assistant – Shift C (19h00 – 07h00)	(18 X 7) = 126 18 GA's/Cleaners x 7 days = total of 126 shifts		
4	General Assistant – Weekends (07h00 – 19:00)	(37 X 2) = 74 37 GA's/Cleaners x 2 days = total of 74 shifts		
5	General Assistant –Public Holidays (07h00 – 19:00)	(37 X 1) = 37 37 GA's/Cleaners x 1 days = total of 37 shifts		
6	Other (Specify) 			
7	Other (Specify) 			
TOTAL COST FOR YEAR 1				
Note: Bidders may present the cost breakdown in a form that shows the cost of each of the shifts. Bidders may present a different cost break down to this table, but should clearly show the required information.				

Contractor to initial.....

YEAR 2				
	PERSON AND POSITION	SHIFTS REQUIRED IN A WEEK A	DAILY RATE PER GA PER SHIFT B	Annual Cost Year 2 (A X B) X 52 weeks
1	General Assistant – Shift A (07h00 – 19h00)	(45 X 5) = 225 45 GA's/Cleaners x 5 days = total of 225 shifts		
2	General Assistant – Shift B (07h00 – 16h00)	(51 x 5) = 255 51 GA's/Cleaners x 5 days = total of 255 shifts		
3	General Assistant – Shift C (19h00 – 07h00)	(18 X 7) = 126 18 GA's/Cleaners x 7 days = total of 126 shifts		
4	General Assistant – Weekends (07h00 – 19:00)	(37 X 2) = 74 37 GA's/Cleaners x 2 days = total of 74 shifts		
5	General Assistant –Public Holidays (07h00 – 19:00)	(37 X 1) = 37 37 GA's/Cleaners x 1 days = total of 37 shifts		
6	Other (Specify) 			
7	Other (Specify) 			
TOTAL COST FOR YEAR 2				
Note: Bidders may present the cost breakdown in a form that shows the cost of each of the shifts. Bidders may present a different cost break down to this table, but should clearly show the required information.				

Contractor to initial.....

YEAR 3				
	PERSON AND POSITION	SHIFTS REQUIRED IN A WEEK A	DAILY RATE PER GA PER SHIFT B	Annual Cost Year 3 (A X B) X 52 weeks
1	General Assistant – Shift A (07h00 – 19h00)	(45 X 5) =225 45 GA's/Cleaners x 5 days = total of 225 shifts		
2	General Assistant – Shift B (07h00 – 16h00)	(51 x 5) = 255 51 GA's/Cleaners x 5 days = total of 255 shifts		
3	General Assistant – Shift C (19h00 – 07h00)	(18 X 7) = 126 18 GA's/Cleaners x 7 days = total of 126 shifts		
4	General Assistant – Weekends (07h00 – 19:00)	(37 X 2) = 74 37 GA's/Cleaners x 2 days = total of 74 shifts		
5	General Assistant –Public Holidays (07h00 – 19:00)	(37 X 1) = 37 37 GA's/Cleaners x 1 days = total of 37 shifts		
6	Other (Specify)			
7	Other (Specify)			
TOTAL COST FOR YEAR 3				
Note: Bidders may present the cost breakdown in a form that shows the cost of each of the shifts. Bidders may present a different cost break down to this table, but should clearly show the required information.				

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ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)**
	<u>PRICE BREAKDOWN</u>	
	Basic salary per cleaner per hour	R_____
	Leave Pay	R_____
	Sick Leave	R_____
	UIF	R_____
	Skills Development Levy	R_____
	Workman's Compensation	R_____
	Provident Fund	R_____
	Workman's Compensation	R_____
	Any other allowance/s i.e. Bonuses	R_____
	Total monthly cost per cleaner (all inclusive)	R_____
	Total cost for number of cleaners offered	R_____
	Basic salary per supervisor per hour	R_____
	Total cost for number of supervisors offered	R_____
	Uniforms	R_____

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	Transport	R_____
	Price per m ²	R_____
	Cleaning Agents (Hygiene)	R_____
	(All cleaning material/requisites as follows: to be included in the total bid price)	
	<u>EQUIPMENT</u>	<u>COSTS:</u>
	Buff Machines	R_____
	Scrubbing / buffing machines	R_____
	Wet Pick-up Vacuums	R_____
	Vacuum Machines	R_____
	Double-Bucket Systems	R_____
	Push Sweepers	R_____
	High pressure gun	R_____
	Blowers	R_____
	Wet Floor Signs	
	20 Meter Extension Leads	R_____
	Overheads (including profit)	R_____
	Scrapers	R_____
	Dustpans	R_____
	Mops to be exchanged with new mops every second month)	R_____

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	Wax Applicators Maslin Tools (for all areas) High dusting stick Window cleaners/squeezers Other:	R_____ R_____ R_____ R_____ R_____ R_____ / MONTH
	TOTAL ALL INCLUSIVE BID PRICE	
ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
	<u>ADDITIONAL LABOUR</u> Cost per additional cleaner per 5-hour shift Cost per additional cleaner per 8-hour shift Cost per additional cleaner per 12-hour shift <u>ADDITIONAL CLEANING SERVICES</u> Cost of deep clean/strip and seal (incl. wash of internal windows) [All comprehensive] Cost of Strip and Seal	R_____ / shift R_____ / shift R_____ / shift R_____ / m ² R_____ / m ²
<u>IMPORTANT:</u> 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: _____
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?		

Contractor to initial.....

	MEM. NO: _____
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.	
Note: For the purposes of this contract, use will be made of the relevant Category General Assistants as defined in the Sectoral Determination 6 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 Government Gazette No 41326, Government Notice No. 1430 of 15 December 2017, as amended.	
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 Sectoral Determination 6 for the General Assistants Trade, as published in Government Gazette No 41326, Government Notice No. 1430 of 15 December 2017, as amended	

-
- Required by: **RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL**
 - At: KLIPFONTEIN ROAD
RONDEBOSCH
CAPE TOWN
7700
 - Period required for commencement with project after acceptance of bid **01 JUNE 2025**
 - Estimated man-days for completion of project **THREE (3) YEARS**
 - Are the rates quoted firm for the full period of contract? ***YES / NO**
 - If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
.....

Contractor to initial.....

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 e.g. 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), Public Finance Management Act (PFMA) Supply Chain Management (SCM) Instruction No. 3 of 2021/2022 - SBD 4 Declaration of Interest, Section 4 (1)(b)(iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.
2. Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
3. All prospective bidders intending to do business with the Institution must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WCSEB) if they wish to do business with the Western Cape Government (WCG) via the electronic Procurement Solution (ePS).
4. The status of enterprises and persons listed on the National Treasury's Register for Tender Defaulters will be housed on the ePS. Institutions may not under any circumstances procure from enterprises and persons listed on the Database of Tender Defaulters.
5. The status of suppliers listed on the National Treasury's Database of Restricted Suppliers will be housed on the ePS; however, it remains incumbent on institutions to check the National Treasury Database of Restricted Suppliers before the conclusion of any procurement process. For suppliers listed as restricted, institutions must apply due diligence and risk assessment before deciding to proceed with procurement from any such supplier.

6. Definitions

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

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

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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RCCH10/2024 - FOR THE PROVISION OF A COMPREHENSIVE CLEANING SERVICE FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL ONE (1) YEAR SUBJECT TO SUPPLIER PERFORMANCE AND DEPARTMENTAL PRESCRIPTS, AT THE SOLE DISCRETION OF THE DEPARTMENT, AT RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL.

“business interest” means -

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

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

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

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

Any person who directly or indirectly -

- (a) accepts or agrees or offers to accept any gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or
- (b) gives or agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person., in order to act personally or by influencing another person so to act, in a manner—
 - (i) that amounts to the-
 - (aa) illegal, dishonest, unauthorised, incomplete, or biased; or
 - (bb) misuse or selling of information or material acquired in the course of the exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation;
 - (ii) that amounts to-
 - (aa) the abuse of a position of authority;
 - (bb) a breach of trust; or
 - (cc) the violation of a legal duty or a set of rules;
 - (iii) designed to achieve an unjustified result; or
 - (iv) that amounts to any other unauthorised or improper inducement to do or 45 not to do anything, of the, is guilty of the offence of corruption.

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

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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“employee”, in relation to –

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

“entity” means any -

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

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

“Family member” means a person's -

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

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

“Institution” means –

a provincial department or provincial public entity listed in Schedule 3C of the Act;

“Provincial Government Western Cape (PGWC)” means

- (a) the Institution of the Western Cape, and
- (b) a provincial public entity;

“RWOEE” means -

Remunerative Work Outside of the Employee's Employment

“spouse” means a person's -

- (a) partner in marriage or civil union according to legislation;
- (b) partner in a customary union according to indigenous law; or
- (c) partner with whom he or she cohabits and who is publicly acknowledged by the person as his or her life partner or permanent companion.

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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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.
7. 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.
8. The bid of any bidder may be disregarded if that bidder or any of its directors abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; disclosure is found not to be true and complete; or failed to perform on any previous contract.
9. 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.
10. 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.
11. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.

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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12. In addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

SECTION A: DETAILS OF THE ENTITY	
CSD Registration Number	MAAA
Name of the Entity	
Entity registration Number (where applicable)	
Entity Type	
Tax Reference Number	
Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons having a controlling interest with a right or entitlement to share in profits, revenue or assets of the entity should be disclosed in the Table A below.	

TABLE A

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

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SECTION B: DECLARATION OF THE BIDDER'S INTEREST			
The supply chain management system of an institution must, irrespective of the procurement process followed, prohibit any award to an employee of the state, who either individually or as a director of a public or private company or a member of a close corporation, seek to conduct business with the WCG, unless such employee is in an official capacity a director of a company listed in Schedule 2 or 3 of the PFMA as prescribed by the Public Service Regulation 13(c). Furthermore, an employee employed by an organ of state conducting remunerative work outside of the employee's employment should first obtain the necessary approval by the delegated authority (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)? <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>					NO	YES
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

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SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

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

I, hereby swear/affirm;

- i. that the information disclosed above is true and accurate;
- ii. that I have read understand the content of the document;
- iii. that I have arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
- iv. that the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specification, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates;
- v. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract; and
- vi. that there have been no consultations, communications, agreements or arrangements made with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and that my entity was not involved in the drafting of the specifications or terms of reference for this bid.

DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

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

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

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

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PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND IN TERMS OF THE WESTERN CAPE GOVERNMENTS 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.
- 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;

- 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;
 - (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;

- 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).

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.

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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:

80/20

or

90/10

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

or

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

Where:

P_s = Points scored for price of bid under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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:

80/20

or

90/10

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

or

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

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

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

- 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:

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.

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

☐ 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.
- (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	
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 and EME beneficiaries to increase their operational or financial capacity.
e) At least 85% of labour costs should be paid to South African employees by service industry entities.	

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

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

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GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

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revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

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electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or 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.

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- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

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:

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

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

14. Spare parts

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

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

15. Warranty

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

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (17) months after the date of shipment from the port or place of loading in the source country,

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whichever period concludes earlier, unless specified otherwise in SCC.

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this 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.

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- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

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- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been

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endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years.

The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

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

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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 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,

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license fees, etc., incurred until delivery of the contracted goods to the purchaser.

- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder.

This certificate must be an original issued by the South African Revenue Services.

**33.National
Industrial
Participation
(NIP)
Programme**

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

**34.Prohibition of
Restrictive
practices**

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

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

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

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