Western Cape Government

Health and Wellness
Mr J van Wyk
Chief Directorate: Supply Chain Management
Johannes.vanwyk2@westerncape.gov.za | Tel: 021 834 9007

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

BID NUMBER: WCGHSC0486/2026 **CLOSING DATE: 04 December 2026** **CLOSING TIME: 11:00 AM**

PROVISION OF A COMPREHENSIVE CLEANING SERVICE TO WORCESTER HOSPITAL FOR DEPARTMENT OF HEALTH & WELLNESS; WESTERN CAPE GOVERNMENT FOR A FIVE (5) YEAR PERIOD

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

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

3. Bid documents must be deposited in the **bid box marked at Main entrance of Department of Health, Supply Chain Management Offices M9 Building on the Premises of Karl Bremer Hospital, c/o Mike Pienaar Boulevard & Frans Conradie Avenue, Bellville**. The bid box is generally open **from 07H00 until 16H00, 5 days a week**. If you are uncertain about the location of the bid box, please call the responsible officials, Mr Therlo Apollis / Christopher Cairns at 021 834 9006 / 021 834 9015 or via email at Therlo Apollis@westerncape.gov.za / Christopher.Cairns@westerncape.gov.za for assistance during office hours.

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

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

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

7. **CSD** self-registration only**:** www.csd.gov.za; **contact email:** SCM.eProcurementDOH@westerncape.gov.za

8. **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.**

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

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

12. Please refer all technical/specification enquiries to Ms Giselle Piet **–** at telephone no. 023 348 1125, email: Giselle.Piet@westerncape.gov.za

pp**HEAD OF DEPARTMENT**
DATE: 10/11/2026

<u>A Compulsory</u> Site Inspection & Information session will be held in respect of this bid invitation. The details are as follows:

DATE : 24 November 2026

TIME **:** 11h00

VENUE: Worcester Hospital, Administration Building Boardroom, Murray Street, Worcester; 6850

For details contact:

Ms. Giselle Piet

Tel: 023-348 1125

Email: Giselle.Piet@westerncape.gov.za

and/or

Ms. Chriszelda Hendricks

Tel: 023 348 1240

Email: Chriszelda.Hendricks@westerncape.gov.za

NB: FAILURE TO ATTEND THE SITE INSPECTION AND INFORMATION SESSION WILL INVALIDATE YOUR OFFER

BIDDERS MUST ENSURE THAT THEY ARE AT THE MEETING VENUE AT LEAST FIFTEEN (15) MINUTES BEFORE THE STARTING TIME. DOORS WILL BE LOCKED AT THE COMMENCEMENT OF THE SITE MEETING.

THE SIGNAGE OF THE ATTENDANCE REGISTER WILL CONSTITUTE PROOF OF ATTENDANCE.

BIDDERS MUST NOT SIGNED THE ATTENDANCE REGISTER ON BEHALF OF ANOTHER COMPA

WCBD1

PART A

INVITATION TO BID

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

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

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

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

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

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

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY***)**					
BID NUMBER:	**WCGHSC0486/2026**	CLOSING DATE:	**04 December 2026**	CLOSING TIME:	**11:00 AM**
DESCRIPTION	**PROVISION OF A COMPREHENSIVE CLEANING SERVICE TO WORCESTER HOSPITAL FOR DEPARTMENT OF HEALTH & WELLNESS; WESTERN CAPE GOVERNMENT FOR A FIVE (5) YEAR PERIOD.**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
Bid box marked at Main entrance of Department of Health and Wellness, Supply Chain Management Offices M9 Building on the Premises of Karl Bremer Hospital, c/o Mike Pienaar Boulevard & Frans Conradie Avenue, Bellville					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Mr Therlo Apollis**	CONTACT PERSON	**Ms. Giselle Piet**
TELEPHONE NUMBER	**021 834 9007**	TELEPHONE NUMBER	**023-348 1125**
E-MAIL ADDRESS	**Therlo.Apollis@westerncape.gov.za**	E-MAIL ADDRESS	**Giselle.Piet@westerncape.gov.za**

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

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 2.2 BELOW.

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: ……

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

DATE:

……..

EVALUATION CRITERIA

		BIDDERS RESPONSE
1.	**ADJUDICATING PROCESS**	
1.1	This bid will be adjudicated in terms of the Preferential Procurement System in accordance with the information provided in the Preference Procurement Points Claim Forms.	
1.2	Preference Points shall only be allocated to bids which are found to be acceptable and compliant with the requirements and specifications.	
2.	**EVALUATION CRITERIA**	
	Bids will be deemed to be acceptable if:	
2.1	**COMPLIANT WITH CONDITIONS AND LEGITIMACY TEST**	
	Which includes interalia;	
2.2	**COMPLIANT WITH THE SPECIFICATION**	
	Which includes interalia;	
2.2.1	**Statutory and other Requirements**	
2.2.1.1	Only bidders who comply with Part 3: Statutory and other Requirements will be considered for acceptance.	
2.2.1.2	Failure to include applicable documents were requested with your bid before the closing date shall lead to the disqualification of the offer submitted.	
3.	**COMPLIANT WITH LATENT AND OTHER FACTORS WHICH MAY AFFECT THE AWARD OF THE BID**	
	Which includes interalia;	
3.1	**Capacity of the bidder**	
3.1.1	Only bidders whose organisation and infrastructure is deemed by the Department to be adequate to provide the foreseeable and specific requirements of the contract in accordance with Part 4: Questionnaire: Organisational, Financial and Infrastructure Capacity of Bidder together with physical validation will be considered for acceptance.	
3.2	**Sectoral Determination for Cleaning Services Trade**	
3.2.1	It is expected that the successful bidder shall pay his/her employees at least a minimum monthly basic wage, prescribed for the Area concerned in the Basic Conditions of Employment Act: Contract Cleaning Sector (Sectoral Determination 1).	

SECTION B
PART 1 :

1. **DEFINITIONS**

1.1 **Adequate**
Satisfactory, acceptable and competent enough to meet the purpose and the required standards.

1.2 **After Effects**
New developments which shall take place after the tender has been awarded

1.3 **Bid**
A written offer, in prescribed format, to provide cleaning services to the User.

1.4 **Bidder**
The organisation or individual completing and submitting the bid.

1.5 **Check call**
Routine communication to verify the location and status of cleaners on duty and to report any deviations from contract conditions.

1.6 **Cleaner**
A person employed by a contractor (Cleaning Service Provider) to carry out cleaning duties. General Assistant shall bear the same meaning as Cleaner.

1.7 **Cleaning**
Is the removal of unwanted matter.

1.8 **Contract and Conditions**

1.8.1 **Conditions**
All conditions and procedures laid down and which may affect the legal aspects of the bid or the contract

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

1.9 **Contractor/Successful Bidder/Service Provider/Cleaning Business**
The organisation or individual providing contracted cleaning services.

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

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

1.12 **Dusting**
The removal of dust by wiping with a lint-free dusting cloth or duster.

1.13 **General Conditions of Contract**
The General Conditions of the Contract are attached to the bid document and forms part of the specification

1.14 **Hospital Representative / Contract Manager**
The official appointed in writing by the Hospital Management to liaise with the Service Provider appointed Supervisor/Controller. The representative of the User

1.15 **Interpretations**

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

1.15.2 Any gender includes the other.

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

1.16 **Mandatory**

Refers to a compulsory legal requirement.

1.17 **May**

Indicates the existence of an option.

1.18 **Polish**

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

1.19 **Post/Service/Point of Duty**

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

1.20 **Shall/Must**

Indicates that a statement is mandatory

1.21 **Should**

Indicates recommendations.

1.22 **Site Instructions/ Site Specifications** (generic and specific)

An operational document detailing the specific duties to be performed and conditions to be met in terms of the contract.

1.23 **SLA**

Service Level Agreement – a part of a service contract where the service is formally defined.

1.24 **Specification**

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

1.25 **Status Quo**

The condition or state of affairs of the bidder and bidding organisation as at the date of bid.

1.26 **Stripper**

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

1.27 **Supervisor/Controller**

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

1.28 **User/Department/ Institution/ Hospital/ Client**

The authority, retaining a contractor to carry out cleaning services, in accordance with an agreed contract.

1.29 **Wet wipe**

Wiping and cleaning with a lint-free damp cloth.

SECTION B

PART 2: ADDITIONAL CONDITIONS OF CONTRACT

Bidders are to indicate in the column provided that he/she has read and understood the specific conditions.

	BIDDERS RESPONSE
2.1 **Liability**	
2.1.1 The contractor shall at all times be responsible for the acts and omissions, e.g. death, injury, assault, unlawful unrest, etc. of his employees when they provide any services to the Provincial Government in terms of the bid and act within the course and scope of these duties and employment.	
2.1.2 The contractor indemnifies and holds the Provincial Government blameless against the damage to property and loss of property of the Provincial Government and any third party that may be involved.	
2.1.3 **Important**	
2.1.3.1 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 together with their bid document. Any non-compliance with this condition will render the contract **award null and void.**	
2.1.3.2 Proof of validity of the public liability insurance cover to be submitted on a monthly basis to the Supply Chain Management Unit – Contract Administration Section.	
2.1.3.3 It is a **condition of this bid** that the successful bidder **must submit** proof before the commencing of service that all staff to be deployed on site has been vaccinated with at least one dose. Proof of the further doses must be provided within six months after the commencement of the contract. Workers, who have previously been vaccinated with the three doses, must provide proof thereof and may not require vaccination.	
2.2 **Advertising and Trading**	
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.	
2.3 **Sub-contracting or Employment of Staff from Other Parties**	
2.3.1 The contractor shall make use only of his own site-trained cleaners in accordance with the specifications described in this bid. A list of all employee's details with the certified copies of their ID's must be submitted 1 week prior to assumption of duty by the cleaning service provider.	
2.3.2 No other person shall at any time replace or relieve any of the contractor's employees. Should any problems arise, the contractor must immediately discuss the matter with the Hospital Representative/Contract Manager.	
2.4 **Changes to Bidders Operational Status**	
2.4.1 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.

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

2.5 **Service Level Agreement**

A service level agreement will be entered into with the successful bidder.

2.6 **Contract period**

The contract period is for sixty months (60).

2.7 **Permanent Reduction Or Increase In Scope Of Service**

2.7.1 **Based on any possible changes to the scope of service**, the Hospital reserves the right to permanently decrease the number of cleaners by giving the Service Provider 3 months (90 days) written notice of its intention to do so.

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

2.7.3 Similarly the Hospital reserves the right to permanently increase the number of cleaners subject to approval of delegated official.

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

2.8 **Penalties and Pro Rata Deductions**

2.8.1 Deductions and penalties will be incurred against the Service Provider for every hour/day/incident/worker for work not performed according to the Bid specification and conditions and for failure to comply with the Hospital's rules and code of conduct. The percentage of the penalty will be applied for every hour for not rectifying the non-compliance/transgression stipulated in paragraph 2.8.3.

2.8.2 The Service Provider will be penalised and pro rata deductions will be made for not adhering to Bid specifications.

2.8.3 Miscellaneous penalties:

- Failure to post or late posting (30 minutes and above) per person per day- **1% of the monthly contract value.**
- Asleep on duty - **1% of the monthly contract value**
- Failure to wear and display appropriate identity cards - **1% of the monthly contract value**
- Failure to adhere to company uniform - **1% of the monthly contract value**
- Absent from point of duty without permission – **1% of the monthly contract value**
- Posting of staff that are untrained according to the Worcester Hospital requirements- **1% of the monthly contract value**

- Non completion of rest room checks –**1% of the monthly contract value**
- Cleaning equipment and/ or chemicals not adhering to required legal standard **– 1% of the monthly contract value**
- Inadequate/ lack of health and safety equipment and PPE whilst cleaning **– 1% of the monthly contract value**
- No monthly meeting attendance by Cleaning Service Provider Management **– 1% of the monthly contract value**
- Non-compliance with the Office of Health Standards and Compliance and Infection and Prevention Control Policies **– 1% of the monthly contract value**
- The inappropriate segregation and discard of health care risk waste **– 1% of the monthly contract value**
- Making use of dirty equipment or having non-functional equipment **–1% of the monthly contract value**
- Behaving in a manner that contravenes and/ or demeans the rules and code of conduct of WH **– 1% of the monthly contract value**
- Non-compliance with minimum and maximum stock levels – **1% of the monthly contract value**
- Unavailability of stock**-1% of the monthly contract value**
- Failure to submit required documentation as per the contract requirement – **1% of the monthly contract value**
- Failure to comply with the statutory and other specific requirements of the contract and/ or SLA – **1% of the monthly contract value**
- Non-Compliance with the Ideal Hospital framework **- 1% of the monthly contract value**
- Non-Compliance with the Infection Prevention Control (IPC) National framework **- 1% of the monthly contract value**

2.9 **Occupational Health Safety Act**

2.9.1 The Service Provider shall accept liability in terms of Section 37 of the Occupational Health and Safety Act (No. 85 of 1993).

2.9.2 Circular H68/2024 dictates that the Department is not responsible for any mandated immunisations or occupational protections for external workers and is thus delegated to their respective Service Provider.

2.10 **Protection Of Service Providers' Staff**

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

2.10.2 The Service Provider shall ensure on a continuous basis that all staff is inoculated against Hepatitis A & B. In this connection the Service Provider shall maintain on-

site, a file with certificates of inoculation for inspection by the Hospital Management. **Read in conjunction with 2.1.3.3.**

2.10.3 In cases of hospital infection and disease outbreaks the service provider will be responsible to provide their staff with the proper PPE, appropriate cleaning supplies as advised by the Quality Assurance component (QA, IPC & OHS) and equipment as required. The hospital will provide the necessary information and training sessions to the cleaning staff.

2.10.4 Fit testing of staff for the use of N95 mask will be the responsibility of the service provider. The list of all staff tested should be made available to the Hospital Contract manager.

2.11 **Loss, Damage And Safekeeping Of Hospital Property**

2.11.1 The Service Provider is to exercise every precaution to ensure that all Hospital equipment and property entrusted to his care is secure and the possibility of loss, unauthorized use and damage is minimised.

2.11.2 Excepting fair wear and tear, the Service Provider shall be responsible for any loss or damage to Hospital equipment and property in his possession at all times. The Service Provider undertakes to replace such items in the event that equipment or property in his possession is damaged, destroyed, lost or stolen, notwithstanding the cause of the damage, destruction or loss.

2.11.3 The Hospital in consultation with the Service Provider shall determine the replacement cost of Hospital equipment and property, other Hospital property which has been lost, stolen or damaged whilst in the care of the Service Provider, and to withhold such costs from any payment due by the Hospital to the Service Provider.

2.11.4 Similarly the loss of any other Hospital property due to the negligence of the Service Provider will be recovered from any payments due to the Service Provider.

2.11.5 Authorised Hospital representatives of Hospital Management, Hospital Infection Control, Hospital Security, and the Hospital Contract Manager shall be given reasonable access to any facility at all times by the Contractor. Such access may not be refused for functional, control or inspection purposes when requested in writing by the Hospital Management.

2.11.6 Any wilful or negligent damage to the building, fittings or equipment will be for the Contractors own responsibility and account to make good.

2.11.7 No change/alterations/additions to the building or infrastructure are allowed without prior written authority from the Hospital Engineer.

2.12 **Hospital Property Found**

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

2.13 **Particulars of cleaners To Be Deployed At The Site**

2.13.1 The Service Provider must provide full particulars of the cleaners to be deployed one (1) week prior to the commencement of the service. A separate list must be completed for each posting.

2.13.2 The Service Provider, at his own cost, must make all staff that is to be deployed at the site available for on-site training before commencement of the service period. The training should not take longer than one day.

2.13.3 The Service Provider shall ensure that the staff provided shall be cleared by the South African Police Service to indicate that they have no criminal record. The SAPS Clearance record must be provided to the Contract Manager at commencement of the contract. The cost will be for the Service Provider.

2.14 **General Standards for Site Administration and Cleaners**

2.14.1 **Profile of cleaners to be provided**:

- The person must be legally allowed to work in South Africa.
- Must be able to work independently and be accountable.

2.14.2 **Service Aids For Every Cleaner**:

- A clear identification card of the Service Provider with the member's photo, full name, identification number, worn conspicuously on his/her person at all times while on duty.
- Adequate colour coded cleaning equipment, chemicals, utensils and PPE to effectively and efficiently carry out the day's work.

2.14.3 **On-Site Administration**:

- All on-site administration shall be done in accordance with the site instructions as communicated to the Service Provider in writing from time to time by the Hospital Representative/Contract Manager.
- Although details may differ, the following aspects shall be dealt with:-
  - The code of conduct of the cleaner.
  - Standards of performance of cleaners and deviations from standards.
  - Uniform and dress standards.
  - Equipment to be used.
  - Duty lists and duty sheets.
  - Lost and found property administration.
  - Controlling of services and attendance.
  - Removal of cleaners from the site.
  - Reporting of incidents to the Hospital Representative/Contract Manager.
  - Time and attendance registers as well as late coming.
  - Redeployment of cleaners.

- The equity Policy of the Western Cape must be taken into consideration when employing people

- The Health & Safety policy of the contractor must be made available to the Department of Health & Wellness

- Theoretical and In-service Training must be provided to all staff regarding general hospital environment cleaning, the use of cleaning chemicals, the use of equipment and the cleaning of a room that was occupied by a person with an infectious disease. Proof of such training and competency confirmation must be made available to the Contracts Manager on request.

- Records must be provided to the Contract Manager that all staff has been tested for Hepatitis A & B prior to the commencement of the contract.

2.14.4 **Conduct Of Cleaning Staff**:

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

2.14.5 **Changes at Points of Duty**:

- The Service Provider shall only accept instructions relating to the deployment or redeployment of cleaning personnel from the Hospital Representative/Contract Manager.
- The Hospital Representative/Contract Manager reserves the right to require the temporary or permanent redeployment of cleaners as deemed necessary for the efficient execution of the services.
- Cleaners should be maintained at their allocated points of duty as long as possible to achieve a sustainable quality of performance standards. **Read together with the first bullet point of 2.14.5**
- To promote service efficiency, accountability, and operational continuity, the Hospital Representative/Contract Manager may, at their discretion, require the Service Provider to implement a rotation of cleaning personnel assigned to the facility on a quarterly basis.

2.14.6 **Continuity of Service**:

- The Service Provider is to ensure that the specified numbers of staff are continuously deployed at each specified clinical during each shift. Cleaners may not leave their registered point of duty during or after their shift unless relieved by another cleaner. This includes tea breaks, lunch breaks, smoke areas and toilet breaks. Service Provider to ensure that cleaners to be relieved is reported to the relevant designated Hospital Representative/Contract Manager.

2.14.7 **Duties**:

- The Service Provider is to provide after consultation with the Hospital Authorised Representative, prior to the commencement of the service detailed activities to be carried out for each post which is to form the basis of a site procedure manual at each post.
- The User shall, however, not instruct cleaners to perform any task which may be detrimental to the employee's safety or health, is beyond their strength or competence or which may have a negative effect on their status and dignity.

2.14.8 **Particulars of Staff to be Deployed at the Site**:

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

2.14.9 **Posting of Cleaners and Inspection**:

- Should an incident occur the Service Provider shall hand in to the Hospital Representative/Contract Manager a detailed written report within 24 hours of incident occurring.
- Inspections and posting of cleaners on site must be done before every shift in terms of a duty roster and any discrepancies must be reported to the Hospital Representative/Contract Manager.

2.14.10 **Permanency**:

- The Service Provider shall provide a list of cleaners, including relievers, working permanently for the period of the contract, if it is practically possible. When in **exceptional cases** it is necessary that new staff must be trained, these staff must perform a 12-hour day shift (at his/her own cost) for training before they will be allowed on duty for a normal shift. The training of such staff must be communicated with the Hospital Representative/Contract Manager of the Hospital prior to assumption.

No untrained personnel will be allowed on the premises.

2.14.11 **Site Management/Supervision**:

- The Service Provider is responsible for overall management and supervision of the cleaners provided in terms of the agreement.
- Where a cleaner performs a duty under the direct supervision of a Hospital Official the cleaner shall be expected to take instructions from the Hospital Official based on operational requirements.
- The Contractor must make a cellular phone available to the on-site manager.
- An on-site manager must always be available during office hours.
- A duty list for the on-site manager must be compiled by both parties and made available to the Hospital Representative/Contract Manager at the commencement of the contract.

2.15 HOSPITAL AND PRIVATE PROPERTY

- The Contractor shall immediately return to the Hospital Security any item of Hospital or private property found in the course of their duties.
- The Contractor is to exercise every precaution to ensure that all Hospital property entrusted to his care is secure and the possibility of loss, unauthorised use and damage is minimised.

2.15.1 Liaison

- The Contractor shall appoint a Contract Project Officer who shall work in close co-operation with the Contract Manager to facilitate the flow of accounts, payments, information, solving of problems, etc. between the parties.

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

- The Contract Project Officer shall liaise with the Contract Manager on a daily basis and as required.

2.15.2 Monitoring

- The Contract Manager has the final prerogative to declare that all the services rendered by the Contractor conform to the specifications of the contract in terms of quality and process.

- Control sheets and management reports shall be submitted to the Contract Manager monthly.

- Staff attendance registers must be submitted to the Contract Manager daily

2.15.3 Communication

- The Contract Manager shall communicate with the Contract Project Officer on an on-going basis about routine issues and to monitor the standard and quality of the service rendered.

- The Contract Manager shall also address operational and technical problems that may arise in consultation with the Contract Project Officer.

- Compulsory monthly and other ad hoc meetings will be held with the Contractor and other stakeholders as determined by the Hospital Support Services Manager.

2.16 FACILITIES

2.16.1 Staff Facilities

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

- The Contractor shall be responsible to comply with these regulations at his own cost.

- However, the following facilities are made available for these purposes under the following conditions:

2.16.2 Personnel Toilets

- The identified toilet facilities shall be made available at no charge to the Contractor for the duration of the contract in order to comply with the above mentioned regulations.
- The toilets shall not be used as a rest room, smoking area, dining eating of meals of snacks, recreation, playing of games or meetings.
- **NO SMOKING IS ALLOWED ON THE PREMISES AND FINES WILL BE ISSUED**
- The Contractor shall provide his own safekeeping lockers for his own staff.
- The Contractor is to devise and implement control systems to prevent vandalism, graffiti, theft and damage to the building infrastructure and fittings etc.
- The Contractor shall ensure that adequate notices are displayed informing all users that the safekeeping facilities (lockers) are used at their own risk.
- The Contractor is to provide all the necessary staffing, services and consumables at his own cost to keep the toilet facility in a clean and hygienic condition.
- The Hospital shall be responsible for normal maintenance issues viz leaking taps, locks, lighting, blockages, etc. which are to be reported to the Contract Manager.
- The Contractor shall permit Hospital Staff and other third party persons the use of the facilities without any compensation being payable.

2.16.4 Administration and Storage Facilities

- A specified area will be made available at no charge to the Contractor for on-site administration, storage of equipment, chemicals and consumables.
- 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.
- The Contractor shall be responsible for the security of the entire area as well as the safekeeping of Hospital property entrusted to his care.
- The key to the area shall not be removed from the Hospital premises and shall be signed in and out each day in the special key register at the Security Office.
- The Contractor is to provide all the necessary staffing, services and consumables at his own cost to keep the area in a clean and hygienic condition.
- The Contractor shall have minimum and maximum stock levels drawn up and submitted to the hospital Contract Manager for approval for all stock used for the effective provision of the cleaning services.
- The service provider shall determine and document minimum and maximum stock levels to be held on the premises where the services will be provided. The document must be submitted for approval by the Hospital Contract

Management Officer. Update of the levels must take place quarterly and/ or when necessary.

- The service provider must take weekly stock of all chemicals, utensils and equipment used to service the hospital on a day agreed between the two parties and submit the results to the Hospital Contract Management Officer.

2.16.5 Other Facilities

- 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.

2.17 Staffing:

2.17.1 Organisation

- Sufficient and adequate numbers and levels of staff must be provided by the Contractor to render the specified on-site services satisfactorily and efficiently at all times: -
    - The successful Bidder will be requested to submit an organogram of the proposed Cleaning Service staff that will be deployed on-site at the Hospital. (Where possible their qualifications, experience and duties must also be provided). Supervisors and managers must have proven experience of working in a Hospital environment. Reference contacts must be provided to the client prior to the service provider assuming duty.
    - Bidders shall ensure that sufficient and appropriate supervisory structures are in place in order that the Contract Service Staff engaged in the provision of the services are always adequately supervised and perform their duties properly at all times and in all areas where they are allocated.
    - Full details shall be submitted of the numbers and categories of staff to be deployed **per shift and per area.**

2.17.2 Dress Code of Staff

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

2.17.3 Smoking

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

2.17.4 Control of Staff

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

2.17.5 Conduct of Staff

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

- Contractor staff is to respect the hospital patients' rights of privacy and confidentiality. Where this is not complied with, strict disciplinary steps must be taken.

- It will be required of all cleaning staff to sign a confidentiality clause. A copy of the signed document must be provided to the institution on commencement of the contract

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

- The Contract Manager shall have the right to instruct the Contract Project Officer to remove, from the Hospital premises, any of the Contractor's staff who engages in horseplay, is disorderly, and is disruptive, who transgresses any Hospital policy, who is under the influence of alcohol or other substance, who divulges any detail of hospital patients or whose presence onsite is undesirable.

- No organised labour activity is allowed on Hospital premises.

2.18 References

A minimum of five (5) years previous experience in a Health Care environment is compulsory. Of which three (3) years must be consecutive. A minimum of three (3) reference letters must be submitted together with the completed bid documents. The Department reserves the right to conduct reference checks or request additional references.

SECTION B

PART 3: STATUTORY AND OTHER REQUIREMENTS

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

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

Failure to comply with these requirements or the provision of acceptable, well-motivated written explanations where deviations occur, will lead to immediate disqualification of the bid.

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

3.1 **Organisational status of Bidder**

• Individual ownership	Yes	No
• A company	Yes	No
• A close corporation	Yes	No
• Partnership	Yes	No
• Joint venture	Yes	No

3.1.1 **Documentary Evidence Required**

3.1.1.1 Copy of partnership agreement and in the case of joint ventures and consortia a memorandum of understanding.	Yes	No

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

3.2.1 Is the bidder registered with the Commissioner for COID?	Yes	No

3.3 **Unemployment Insurance Fund Registration (UIF)**

3.3.1	Is the bidder registered with the Commissioner for UIF?	Yes	No

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

3.4.1	Is the bidder prepared to accept full responsibility in terms of Section 37(2) of the said Act?	Yes	No

3.5 **Skills Development Levies Act (9 of 1999)**

3.5.1	Is the bidder registered with the Department? Provide written reason with your bid, if bidders response is 'NO'.	Yes	No

3.6 **VAT Registration**

3.6.1	Is the bidder registered for VAT Provide VAT Registration Number: ……. Provide written reason with your bid, if bidders response is 'NO'.	Yes	No

3.7 **Pay as you earn (PAYE)**

3.7.1	Is the bidder registered with the Commissioner for PAYE?	Yes	No

Please note:

1. **It is compulsory for a business entity to register for VAT under the following circumstances:**
   - **A. where the value of taxable supplies made in any consecutive 12-month period exceeded or is likely to exceed R1 million; or**
   - **B. where in terms of a written contractual obligation, the value of taxable supplies to be made in a 12-month period will exceed R1 million.**
2. **Due to the compulsory VAT registration requirements, ALL offers may be subject to VAT. For the purpose of this bid, bidders, who are not yet registered for VAT are required to submit an offer that takes into account the possibility that they may need to register for VAT due to the value of the total offer and/or any price adjustments that may follow during the contract period.**

DECLARATION

Name of company/ entity: ……..……..……..……..

VAT registration number: ……..……..……..……

Company Registration number: ……..……..……

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

Signature: ……..……..

……..
FULL NAMES: Commissioner of Oaths

Designation (rank) …… ex officio: Republic of South Africa

Date: …… Place ……

Business Address:

……..……..……

……..……..……

……..……..……

SECTION B

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

A. The information requested will assist the Department to evaluate the organisational and infrastructure capacity of the bidder to perform the specified requirements of this bid.

B. The Department reserves the right to carry out physical inspections in order to validate all or some of the information provided.

C. The information provided in this section is therefore of critical importance. If, after careful consideration, the Department is of the opinion that the bidder does not have the capacity, infrastructure or managerial/supervising skills to properly manage, perform and maintain the requirements of this bid, such a bid shall not be considered for acceptance.

D. Bidders may furnish additional information in writing and attach it to the last page of this section when submitting the bid.

E. Where applicable the appropriate "YES" or "NO" block must be marked with an "X".

4.1. **Financial Standing**

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

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

4.2 **Total Number of Employees :**

Designation	**Number**
Management	
Administration	
Supervisors	
Cleaners	
Other	

4.3 **Indicate Percentage Turnover of Cleaners During the Last 12 Months.**

	Number
Less than 20%	
Between 21-50%	
Over 50%	

4.4 **Physical Infrastructure**

4.4.1 Administrative Offices

4.4.1.1 Where is the bidders administrative office which will be responsible for the site.

State physical address and telephone numbers.

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

……

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

……

4.5.1.4 **Further Information Regarding the Administration Office:**

4.5.1.4.1	Is it a guaranteed 24-hours service?	Yes	No
4.5.1.4.2	Is it situated at home?	Yes	No
4.5.1.4.3	Is it a dedicated Administration Office?	Yes	No
4.5.1.4.4	Land-line telephones in Administration Office.	Yes	No
4.5.1.4.5	Activated cell phones in Administration Office.	Yes	No

4.5.1.4.6	Fax in Administration Office.	Yes	No
4.5.1.4.7	Administration Office always manned by well-trained staff who can handle emergency situations.	Yes	No

4.6 **Uniforms**

4.6.1	Does the bidder have a dress code that makes it compulsory for staff to wear a clean and neat uniform at all times?	Yes	No
4.6.2	The uniform shall be distinguishable from the general public and Hospital staff.		

4.7 **Identification Badges**

Does the bidder have its own corporate photo- identification badge which is compulsory for employees to display clearly when on site.	Yes	No

4.8 **Cleaning Contract Experience**

4.8.1 Bidders must at least have five (5) years of Health Care cleaning experience. Please list the information below.

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

4.8.2 Current cleaning contract experience

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

C. GENERAL SITE SPECIFICATIONS – CLEANING SERVICE: WORCESTER HOSPITAL

1. SCOPE

The provision of a comprehensive cleaning service for specified areas of Worcester Hospital including the provision of consumables, equipment and labour as indicated.

2. APPLICABLE DOCUMENTATION

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

General Conditions of Contract (GCC)

Special Conditions of Contract (SCC)

National Health Act, 2003

Public Finance Management Act, 1994

The Constitution of the Republic of South Africa, Act 108 of 1996

Employment Equity Act, Act 55 of 1998

Labour Relations Act, Act 66 of 1995

Basic Conditions of Employment Act, Act 75 of 1997

Promotion of Equality and Prevention of Unfair Discrimination Act, Act 4 of 2000

Occupational Health and Safety Act, Act 85 of 1993

Occupational Injuries and Diseases Act, Act 130 of 1993

The National and Provincial Infection Prevention and Control Protocols (IPC)

Ideal Hospital Realisation and Maintenance Framework (Draft Version 1)

Western Cape Health Care Waste Management Amendment Act 06 of 2010

Western Cape Health Care Risk Waste Regulations

Hazardous Chemical Substances Regulations

IPC Strategic Framework (2020)

BIDDERS RESPONSE:

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3. GENERAL DESCRIPTION OF CLEANING SERVICE

3.1. The contractor shall provide the service as detailed above in accordance with the standard set and requirements of the client.
3.2. The contractor will supply all the staff and cleaning materials necessary for carrying of the services as speculated on the contract on his own expenses, unless otherwise stated in the specification.
3.3. A representative of the contractor will visit the Hospital monthly to accompany a designated Hospital representative on inspections.
3.4. The appointed contractor will have substantial experience in the cleaning of hospital environment and should allow its staff to be accessible to in-service training from Hospital personnel on relevant work related issues. Contractors without any hospital experience will not be considered.
3.5. Control measures shall be utilised by the contractor to monitor the timekeeping of the workforce.
3.6. Identification/ logos shall be worn by contractor employees at all times, in addition to the employees' uniform.
3.7. A weekly/ monthly control checklist to advice payment will be used by the hospital to monitor work effectiveness.
3.8. The contractor staff shall be trained by the client to perform special tasks e.g. handling medical waste, applying IDEAL Hospital Framework, IPC protocols as well as OHS regulations, handling emergency requests, handling linen, serving of meals and refreshments to patients and clearing out after patient meals.
3.9. The contractor staff will be required to respond to emergency cleaning needs even outside designated areas but within the hospital institute.
3.10. The contractor shall investigate any staff transgression as reported to them re: disappearing from point of duty, absenteeism, alcohol abuse, extended lunch or tea breaks and shall also replace staff when necessary
3.11. The contractor cleaning staff must present an acceptable image/ appearance which implies, inter alia, that they may not sit, lounge about, smoke or drink while engaged in their duties. The use of cell phones by staff while they carry out their duties is prohibited.
3.12. The contractor shall repair or pay any damages caused by staff employed. All consumables used by the contractor must comply with the standards set/laid down by the Bureau of Standards. The client prior to the commencement of the bid shall approve the consumables or items to be used on site.
3.13. The contractor must train all the staff prior to commencement of the contract and must provide the client with the training material as well as the content of training as required by the client that the staff was trained on and proof of training and competency.
3.14. The contractor must train staff on chemicals and the usage thereof and provide proof of such training and competency.
3.15. Training attendance registers must also be provided by the contractor to the client, together with training content, competency certificates and proof of refresher courses.
3.16. All staff must receive Hepatitis A & B vaccinations and TB screening before commencement of the contract and results of all staff must be submitted.
3.17. Tetanus Toxoid vaccination must be administered in case of injury on duty when indicated. Proof of vaccination must be provided.
3.18. All Personal Protective Equipment/Gear must be available and suitable and/ or procedure specific. All staff must have training on the proper use and discard of the Personal Protective Equipment/Gear. Training Records must be provided before the contractor will be allowed on the premises.

BIDDERS RESPONSE:

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4. GENERAL REQUIREMENTS

4.1. It will be required of the appointed Service Provider to sign a service level agreement which will comprehensively define the scope of the services to be rendered.
4.2. On site meeting will be arranged and must be attended by bidders.
4.3. Adequate stock levels must be maintained at all times
4.4. The contractor must supply an adequate labour force in order to render a service of the standard acceptable to the client. This shall include a trained pool of casualty and/ or relief staff as well as supervisory staff.
4.5. Trained substitute staff must be provided for persons on leave.
4.6. A site manager with the required skills must be available at all times to plan and monitor the work.
4.7. A site manager will accompany an officer of the Support Service Department, Worcester Hospital, on periodical inspections of the areas.
4.8. The service provider supervisors must make themselves available to attend weekly and monthly meetings with the client.

BIDDERS RESPONSE:

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5. CONTROL MEASURES

5.1. Cleaning supervisors must be competent and knowledgeable in supervising large pools of staff in healthcare cleaning services.
5.2. At all times Supervisors and Cleaners must present an acceptable image/ appearance which implies inter alia that they may not sit, lounge about, smoke, eat or drink or using their Mobile Phones while attending to their duties.
5.3. Contractor employees must have a name badge indicating company name, rank and name and surname of person.
5.4. Protective clothing to be changed into on site. Under no circumstances may contractor staff leave the hospital premises or unit wearing protective clothing. Protective clothing must be correctly colour coded where necessary.
5.5. Colour Coding of cleaning consumables, mops and double bucket systems must be put in place as per the IPC protocols.
5.6. Correct handling and storage of chemicals must be in place.
5.7. Adherence to Infection Prevention and Control standard precautions and Transmission Based Precautions must be in place.
5.8. Ensure sufficient, maintained equipment that is in working condition.
5.9. Cleaners reporting and leaving site must clock in and out at all times and must be in full uniform, ready for duty at their specified points at the said shift starting time. Late coming will be accumulated and deducted from payment of the successful bidder. No supervisor may work longer than the stipulated shift and cleaners may not work double shifts.

5.10. Continuous duty without the off duties will not be allowed. Trained relievers for off duty and absenteeism must be provided.
5.11. Should a cleaner/ supervisor not perform or if reports of misconducts are received, he/ she must be removed from the site and be replaced by the successful bidder immediately on request of Worcester Hospital Management.
5.12. Failure to render services or comply with the agreed performance standards will result in penalties being posed (See Annexure F attached).

BIDDERS RESPONSE:

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6. OBLIGATIONS OF WORCESTER HOSPITAL

6.1. The Department shall provide free of charge all necessary lighting, water, power, toilets and other facilities that may be required by the contractor to perform its services.
6.2. The Department shall provide office space and a storage area for the contractor's supervisor and equipment/ consumables.
6.3. The Department shall provide in-service training and induction/ orientation to the successful Service Provider in areas of performance where specific Hospital standards and protocol must be met, prior to assumption of duty.

BIDDERS RESPONSE:

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7. EQUIPMENT SUPPLIES

7.1. Minimum equipment allocation is addressed in the Specific Site Specifications.
7.2. Effective, proper equipment to perform the said schedule of activities/ to be sufficient for staff use must be available at all times.

BIDDERS RESPONSE:

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8. CONSUMABLE SUPPLIES

8.1. Sufficient stock of consumables and service utensils (2 double bucket cleaning trolley per ward, separate trolley for the isolation units) to be supplied by the successful bidder with minimum stock levels to be available at all times.
8.2. Bidders must provide a list of consumables to be used on site.
8.3. Consumables to be supplied will be an approved brand with the South African Bureau of Standards (SABS) for the following products:
8.3.1. Neutral Detergent for use in high dusting and washing of walls.

8.3.2. Stainless Steel Cleaner for use in lifts, door frames etc. The smell must not be too harsh for the patients and lift users.
8.3.3. All Purpose Cleaner, NO ammonia based products for use in toilet bowls, hand-wash basins etc (As per the IPC Strategic Framework (2020)).
8.3.4. Window Cleaner for use in the washing of windows.
8.3.5. Brass Cleaner equal or similar to “”Brasso” for use in cleaning of brass knobs, etc.
8.3.6. Neutral Detergent for floor scrubbing, for suitable floor surfaces
8.3.7. Wood Furniture Polish – for student desk, bedside table, bed framework & staircase railings
8.3.8. Leather polish – for couches
8.3.9. Floor Sealer/ Dressing – 25% solid content or more (polymer).
8.3.10. Floor Stripper – compatible with sealer non-ammonia base.
8.3.11. General Purpose Cleaner – for bumper rails, staircases, etc.
8.3.12. Air-freshener – for general use.
8.3.13. Degreaser –fatty dirt build up.
8.3.14. Anti-Mould- for showers.
8.3.15. Floor Pads – as required to maintain floors (colour coded).
8.3.16. Cleaning Cloths (micro fibre) – to be colour coded (white, blue, red, green and yellow) for different cleaning purposes to comply with IPC standards.
8.3.17. Flat brooms with disposable sleeves (colour coded).
8.3.18. Brooms to clean the court yards and stoops.
8.3.19. Mops – to be colour coded (white, blue, red, green and yellow) for different cleaning purpose to comply with IPC standards.
8.3.20. Any Consumables / Chemicals – as may be required to successfully perform cleaning, especially in the case of outbreaks including multi-drug resistant organisms.

BIDDERS RESPONSE:

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D. SPECIFIC SITE SPECIFICATION

E. AREAS TO BE SERVICED WITH THE CLEANING OF WORCESTER HOSPITAL

All cleaning methods and materials/ products must be in accordance with the current Provincial Infection Control Protocols and the Department of Health Ideal Hospital Standards.

1. BLOCK A

Casualty Area (Day and Night) Special attention must be paid to high dusting areas.

IDENTIFIED AREA	DAY SHIFT FREQUENCY	NIGHT SHIFT FREQUENCY	BIDDERS RESPONSE
Entrance (outside) including parking area and gas room	Daily and as required	Daily and as required	
Entrance (inside) including waiting area	Twice Daily and as required	Twice Daily and as required	
Security Office	Daily and as required	Daily and as required	
Porters Office	Daily and as required	Daily and as required	
Trolley Park Area	Daily and as required	Daily and as required	
Porters Restroom	Daily and as required	Daily and as required	
Toilets (male and female)	Thrice Daily & as required	Thrice Daily & as required	
Inside Emergency Centre – All Passages	Thrice daily & as required	Thrice daily & as required	
All Offices	2 x weekly	2 x weekly	
Sluice Rooms x 2	Thrice Daily & as required	Thrice Daily & as required	
Resuscitation Room	Daily and as required	Daily and as required	
Treatment Room	Daily and as required	Daily and as required	
Respiratory Room	Daily and as required	Daily and as required	
Ambulance Entrance (outside)	Twice Daily & as required	Twice Daily & as required	
Ambulance Entrance (inside)	Twice Daily & as required	Twice Daily & as required	

Decontamination Room	Twice Daily & as required	Twice Daily & as required	
X-ray Room	Twice Daily & as required	Twice Daily & as required	
All Consultation Rooms	Daily and as required	Daily and as required	
All Procedure Rooms	Twice per shift	Twice per shift	
Glass triage Rooms x 2	Twice per shift	Twice per shift	
Green Patient Consultation Room	Twice Daily & as required	Twice Daily & as required	
All Store Rooms	Daily and as required	Daily and as required	
Patient Waiting Area & Admission Room	Thrice per shift	Thrice per shift	
Kitchen	Daily and as required	Daily and as required	
All Toilets	Thrice per shift and as per the SEAT tool & as required	Thrice per shift and as per the SEAT tool & as required	
Personnel Restrooms	Daily and as required	Daily and as required	
Overnight ward – Patient Area	Twice Daily & as required	Twice Daily & as required	
Overnight Ward – Sluice	Twice Daily & as required	Twice Daily & as required	
Overnight Ward – Storeroom	Daily and as required	Daily and as required	
Overnight Ward – Bathrooms	Twice Daily & as required	Twice Daily & as required	
Overnight Ward – Courtyard	Daily and as required	Daily and as required	
Big Courtyard – Paving Area	Daily and as required	Daily and as required	
Fire Escape Routes	Fortnightly	Fortnightly	
Waste Removal	Daily and as required	Daily and as required	
Internal Windows and Glass Screens	Daily and as required	Daily and as required	

i. BLOCK B

(HRM) Staff Office - Office Hours (Monday to Friday)

IDENTIFIED AREA	DAY SHIFT FREQUENCY	NIGHT SHIFT FREQUENCY	BIDDERS RESPONSE
Single Offices	Weekly		
Shared Offices	Twice weekly		
Toilets	Daily and as per the SEAT tool & as required		
Passages	Daily and as required		
Stairs	Daily and as required		

Auditorium	Daily, after-use and as required		
Break-away Rooms	Daily, after-use and as required		
Kitchenette	Daily and as required		
Connecting Passage to the Hospital	Daily and as required		
Fire Escape Routes	Fortnightly		
Waste Removal	Twice Daily and as required		
Internal Windows and Glass Screens	Weekly and as required		

ii. BLOCK C

The cleaning contractor will collect all waste and clean all adjacent courtyards in and around Main Kitchen.

IDENTIFIED AREA	DAY SHIFT FREQUENCY	NIGHT SHIFT FREQUENCY	BIDDERS RESPONSE
CSSD	Twice per shift and as required	Twice per shift and as required	
Offices - including offices in Main Kitchen	Weekly and as required	Weekly and as required	
Elevators	Twice Daily and as required	Twice Daily and as required	
Waiting areas	Twice Daily and as required	Twice Daily and as required	
Store Room	As required under supervision	As required under supervision	
Passages	As required under supervision	As required under supervision	
Toilets – including toilets in Main Kitchen	Twice per shift and as per the SEAT tool & as required	Twice per shift and as per the SEAT tool & as required	
Stairs	Daily and as required	Daily and as required	
Waste Removal	Twice daily and as required	Twice daily and as required	
Internal Windows and Glass Screens	Daily and as required	Daily and as required	

iii. BLOCK D

Wards - Special attention must be paid to high dusting areas.

IDENTIFIED AREA	DAY SHIFT FREQUENCY	NIGHT SHIFT FREQUENCY	BIDDERS RESPONSE
All Wards (A2, B2, C2, D2) This includes Patient Care Areas	Twice per shift and as required	Twice per shift and as required	
Passages	Daily and as required	Daily and as required	
Toilets & Bathrooms	Twice daily and as per the SEAT tool and as required	Twice daily and as per the SEAT tool and as required	
Stairways	Daily and as required	Daily and as required	
Offices	Weekly and as required	Weekly and as required	
Courtyards	Daily	Daily	
Storage Areas	Daily and as required	Daily and as required	
Kitchenettes	Daily and as required	Daily and as required	
Fire Escape Routes	Fortnightly	Fortnightly	
Waste Removal	Daily and as required	Daily and as required	
Internal Windows and Glass Screens	Daily and as required	Daily and as required	

iv. BLOCK E

Laundry Passage and Offices, Transport Passage and Offices, Kitchenettes, Transito Area, Toilets, Workshop, All surrounding Courtyards, Dr's Quarters - Office Hours (Monday to Friday)

IDENTIFIED AREA	DAY SHIFT FREQUENCY	NIGHT SHIFT FREQUENCY	BIDDERS RESPONSE
Doctors' Communal Facility	Weekly and as required		
Stairs	Weekly and as required	Weekly and as required	
Foyers	Weekly and as required		
Courtyards	Weekly and as required		
Parking	Weekly and as required		
Pavements	Weekly and as required		
Car garages	As required		
Gullies	As required		
Passages	Daily and as required	Daily and as required	

Offices	Weekly and as required		
Kitchenettes	Daily and as required		
Mortuary	Receiving & viewing area Daily, Deep clean once weekly under supervision and as required		
Staff Rest Rooms	Weekly		
Courtyards	Daily		
Food Disposal Area	Daily		
Waste Disposal Area	Daily		
Toilets	Twice daily and as per the SEAT tool & as required	Twice daily and as per the SEAT tool & as required	
Waste Removal	Twice Daily including Main Stores and Linen Bank		
Workshop	Offices, passages, tea room & bathroom Daily under supervision		
Internal Windows and Glass Screens	Weekly and as required		
Linen Bank	Office, bathrooms, sorting and receiving area. Daily and as required		
Supply Chain stores	Kitchen and Receiving area Daily.		

v. BLOCK F

Wards - Special attention must be paid to high dusting areas

IDENTIFIED AREA	DAY SHIFT FREQUENCY	NIGHT SHIFT FREQUENCY	BIDDERS RESPONSE
All Wards (A1, B1, C1, D1) This includes Patient Care Areas	Twice and as required	Twice and as required	
Passages	Daily and as required	Daily and as required	
Toilets & Bathrooms	Twice daily and as per the SEAT tool & as required	Twice daily and as per the SEAT tool & as required	
Stairways	Daily and as required	Daily and as required	
Offices	Weekly and as required	Weekly and as required	
Courtyards	Daily and as required	Daily and as required	
Storage Areas	Daily and as required	Daily and as required	
Kitchenettes	Daily and as required	Daily and as required	
Fire Escape Routes	Fortnightly	Fortnightly	
Waste Removal	Daily and as required	Daily and as required	
Internal Windows and Glass Screens	Daily and as required	Daily and as required	

vi. BLOCK G

Outpatients - Office Hours (Monday to Friday). Special attention must be paid to high dusting areas.

IDENTIFIED AREA	FREQUENCY	BIDDERS RESPONSE
Consultation Rooms	Twice Daily and as required	
All Passages	Twice Daily and as required	
Offices	Weekly and as required	
Foyers	Twice Daily and as required	
Treatment Rooms	Twice Daily	
Waiting Areas	Twice Daily and as required	
Toilets & Bathrooms including the Disabled Toilet	Thrice Daily, as per SEAT tool and as required	
Courtyards	Daily and as required	
Fire Escape Routes	Fortnightly	
Waste Removal	Thrice daily and as required	
Internal Windows and Glass Screens	Weekly and as required	

vii. BLOCK H

Main Block - Office Hours (Monday to Friday). Special attention must be paid to high dusting areas.

IDENTIFIED AREA	FREQUENCY	BIDDERS RESPONSE
All Passages	Daily and as required	
All Offices	Weekly and as required	
Foyers	Daily	
Toilets & Bathrooms	Thrice Daily, as per SEAT tool and as required	
Stair Cases	Daily and as required	
Landings	Daily	
Admissions	Daily	
Thuthuzela Care Centre	Twice Daily and as required, including weekends	
Pharmacy	Daily and as required	
Dialyses	Mondays, Wednesdays, Fridays and as requested	
Day Theatre	Daily and as required	
Discharge Lounge	Daily and as required	
Prayer Rooms	Daily and as required.	
Consultation Rooms	Twice Daily and as required	
Waiting Areas	Twice Daily and as required	
Switchboard	Daily and as required	
Radiology Department	Daily and as required	
Physiotherapy	Daily and as required	
Occupational Therapy	Daily and as required	
Intensive Care Unit (ICU)	Twice per shift and as required	
Balconies	Daily and as required	
Elevators	Daily and as required	
Courtyards	Daily and as required	
Fire Escape Routes	Fortnightly	
Waste Removal	Twice Daily and as required	
Internal Windows and Glass Screens	Weekly and as required	

viii. BLOCK I

Nurses Home & Nurse Training

IDENTIFIES AREA	FREQUENCY	BIDDERS RESPONSE

All Passages	Daily and as required	
Toilets	Twice Daily, as per SEAT tool and as required	
Bathrooms	Daily, Weekly Deep Clean	
Kitchens	Daily and as required	
Lounge Areas	Daily and as required	
Stairways	Daily and as required	
Offices	Daily and as required	
Training Rooms	Daily and as required	
Computer Rooms	Daily and as required	
Visitors Room	Daily and as required	
Vacated Rooms	As required	
Laundry	Daily and as required	
Waste Removal	Daily and as required	
Fire Escape Routes	Fortnightly	
Courtyards	Daily and as required	
Hospital Taxi Rank	Daily and as required	
Hospital Main Entrance/ Gate	Daily and as required	
Internal Windows and Glass Screens	Daily and as required	

x. BLOCK K

Archives/ Records Department

IDENTIFIED AREA	FREQUENCY	BIDDERS RESPONSE
File Storage Areas	Daily and as required	
Offices	Weekly and as required	
Toilets	Twice Daily, as per SEAT tool and as required	
Waste Removal	Twice Daily and as required	
Internal Windows and Glass Screens	Daily and as required	

ix. BLOCK X

Wards - Special attention must be paid to high dusting areas.

IDENTIFIED AREA	DAY SHIFT FREQUENCY	NIGHT SHIFT FREQUENCY	BIDDERS RESPONSE

Wards (A3: MOU, C3) This includes Patient Care Areas	Twice daily and as required	Twice daily and as required	
Passages	Daily and as required	Daily and as required	
Staff Rest Rooms	Weekly		
On-Call Rooms	Daily and as required		
Toilets & Bathrooms	Twice Daily, as per SEAT tool and as required	Twice Daily, as per SEAT tool and as required	
Stairways	Daily and as required	Daily and as required	
Offices	weekly and as required	weekly and as required	
Courtyards	Daily and as required	Daily and as required	
Storage Areas	As required	As required	
Kitchenettes	Daily and as required	Daily and as required	
Fire Escape Routes	Fortnightly	Fortnightly	
Waste Removal	Twice daily and as required	Twice daily and as required	
Internal Windows and Glass Screens	Daily and as required	Daily and as required	

Window washing must be done monthly and as required inside as well as once every quarter outside throughout the hospital. Bidders shall submit a separate quotation inclusive of all the needs for the outside quarterly window cleaning. High dusting to be done daily in clinical areas.

Strip and seal of floors must be done as necessary and when required to ensure the shine of the floors is maintained. In consultation with the ward a strip and seal schedule must be compiled and submitted to the Contract Manager for work to be completed bi-annually in non-clinical areas and quarterly in clinical areas.

The contractor must include a comprehensive terminal cleaning plan and also a disinfection plan with their submission.

Dedicated cleaners assigned to Day Theatre must receive specialised training on theatre environmental cleaning, including between procedure cleaning and terminal cleaning, with documented competency assessments maintained by the Service Provider.

High-touch surfaces in Day Theatre shall receive enhanced cleaning and disinfection throughout the day. Sluice and toilet facilities shall be cleaned at least twice daily. Areas occupied by patients with multidrug-resistant organisms (MDROs) shall undergo enhanced cleaning following patient discharge or transfer. Blood and bodily fluid spills shall be managed immediately using a chlorine-based disinfectant (0.5% sodium hypochlorite)

BIDDERS RESPONSE:

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2. SPECIFIC CLEANING METHODS & FREQUENCIES

ITEM	STANDARD METHOD	FREQUENCY	BIDDERS RESPONSE
Banister	Dust	Daily	
	Wet Wipe	Daily	
Basins	Wet Wipe with hard surface cleaner	Daily	
	Wet Wipe	Daily and as required	
	Remove mineral deposits	Daily	
Blinds	Vertical - remove dust	Daily	
	Horizontal - remove dust	Daily	
	Vertical & Horizontal damp wipe	Weekly	
Carpets	Industrial Vacuum - High Traffic	Daily	
	Low Traffic	Twice per week	
	Stains and Spots Removal	As necessary	
	Interim Cleaning	As required	
	Restorative Cleaning	As required	
Ceilings	Dust and Wipe Air vents	Monthly - Admin	
		Weekly - Clinical & Ward	
Chairs	Cloth - Vacuum	Fortnightly	
	Cloth - Spot Clean	As necessary	
	Cloth - Shampoo	As required	
	Vinyl & Leather - Damp Wipe & Dusting	Daily	
	Waiting Areas - Damp Wipe	Daily	
Courtyards	Sweep paving areas	Daily	
	Remove municipal waste	Daily	
	Clean tables and chairs	Daily	
Curtains (all types)	Remove and hang back	Weekly and as required	
Desks	Wood - dust (damp)	Daily	
	Wood - polish	Weekly	
	Scaled wood/glass/Formica		
	- dust/damp wipe	Daily	

	- polish	Weekly	
Doors	Clean glass with degreasing agent, no scratching	Daily	
	Wipe dirty spots from wood and metal doors	Daily	
	Polish knobs with approved polish	Weekly	
	Damp wipe door handles	Daily	
Bidder's Electrical equipment	Dust	Daily and as required	
	Washing of Pads	Daily and as required	
	Damp Wipe	Daily and as required	
Fire Escapes	Treads - sweep	Fortnightly	
	Hand rails - damp wipe	Fortnightly	
Floors - Resilient (Vinyl, PVC, Linoleum)	Remove dust with muslin tool	Daily	
	Damp mop for spoilage and spillage with soap and water	As necessary / Daily	
	Spray buff with floor polisher	Daily	
	Muslin with Muslin cloth and tool	Daily	
	Strip, clean and reseal (Wetrok products) All other areas	6 monthly	
	Strip, clean and reseal (Wetrok products) Clinical Areas	Quarterly	
Floors - Hard (Ceramic, Marble, Granite, brick, Porcelain, Concrete etc.)	Remove dust with muslin tool	Daily	
	Damp mop for spoilage and spillage with soap and water	As necessary / Daily	
	Machine Scrub	As necessary	
Kitchens	Floors - swept and mopped with soap and water	As necessary	
	Work surfaces - damp wet cloth, wiped and dried	As necessary	
	Walls and cupboard doors - damp wipe	Daily	
	Cupboard storage - cleaned and wet wiped	Weekly	
Lights	Dust	Weekly - Clinical	
		Monthly - Admin	
Light switches	Damp Wipe	Weekly	
Liquid Soap Holders	Replenish/refill	Daily or as necessary	
	Damp wipe	Daily	
Medical Waste	Seal and mark boxes and sharps containers	Daily	
Metal Work	Polish with Stainless Steel Polisher	As required	
Mirrors	Damp Wipe and Dry	Daily or as necessary	
Paper Towel Dispensers	Replenish/refill	Daily or as necessary	

	Damp Wipe	Daily	
Parking Areas (entrance)	Sweep and remove municipal waste/ litter	Twice daily	
Pictures/ Frames	Dust	Daily	
	Damp wipe	Weekly - Admin	
		Daily - Clinical	
	Clean glass with degreasing agent, no scratching	Monthly - Admin Daily - Clinical	
Pipes	Dust	Weekly	
Plugs	Damp Wipe	Weekly	
Power Boxes	Dust and Damp Wipe	Weekly	
Railings	Dust and Damp Wipe	Daily	
Refrigerators	Damp Wipe - Top	Daily	
	Damp Wipe - Doors and sides	Daily	
	Inside - remove content and damp wipe shelves	Weekly	
	Defrost and clean inside shelves and surfaces	Every two weeks	
Rubbish Bins	Empty and Damp Wipe	As necessary / Daily	
	Rubbish bags to be neatly handled and placed in containers or trolleys for transporting to the central refuse area, and not dragged across floors	Daily	
	Remove stains and disinfect	Weekly or as necessary	
Shelves	Dust those that are empty	Weekly	
	Damp Wipe cleared shelving	As required	
Showers	Clean off fats and grease from the walls, doors and floors using hard surface cleaner and suitable degreasing chemical.	Daily	
	Wash walls, doors and floors	Daily	
Sinks	Clean with soap and water and wipe dry	Daily / As required	
Skirting	Dust and Damp Wipe	Daily	
Sluice Rooms	Disinfect bed pans and urinals in the bed pan washer	As required and Daily	
	Wipe all surfaces clean	Daily	
Switches	Damp Wipe	Weekly	
Tables	Dust and Damp Wipe	Daily	
	Glass tops - wipe with glass cleaner	2 x Weekly	
Taps	Damp Wipe with hard surface cleaner	Daily	
	Remove mineral deposits	Daily	
Telephones	Dust	Daily	
	Damp Wipe with disinfectant or deodorizer	Daily	
Toilets - Staff	To be checked, cleaned and serviced/ replenished as per the SEAT control sheet.	Twice a daily and as necessary.	
	Replenish consumables	3 x daily or as necessary	
	Check and ensure facility usability	Daily	
	Remove spillages from under bowls and flush rims with hard surface cleaner and brush.	Daily or as necessary	

	Remove mineral deposits	Daily and as required	
	Wash seats and lids, cistern and pipes etc.	Daily and as required	
	Disinfect all components	Daily and as required	
	Wet wipe doors and walls	Daily and as required	
	Remove litter	Daily and as required	
	Emptying and Cleaning of sanitary Bins	Daily and as required	
Toilets - Public	To be checked, cleaned and serviced/ replenished as per the SEAT control sheet.	2 hourly and as necessary.	
	Remove spillages from under bowls and flush rims with hard surface cleaner and brush	As necessary and daily	
	Remove mineral deposits	Daily	
	Wash seats and lids, cistern and pipes etc.	As necessary	
	Disinfect all components	Daily and as required	
	Wet wipe doors and walls	Daily and as required	
	Emptying and Cleaning of sanitary Bins	Daily and as required	
	Remove litter	Daily and as required	
Urinals in waiting areas	Wet Wipe with hard surface cleaner or disinfectant	Daily and as required	
	Wipe pipes and flushing mechanisms	Daily and as required	
	Mop step or floor at urinals with disinfectant	As necessary	
	Remove mineral deposits from gullies and drains	Monthly	
Walls	Remove all spots and fingerprints on walls, painted surfaces, electric switches etc.	Daily	
	Damp wipe and dry washable surfaces	Weekly	
Windows	Clean inside with glass cleaner	Weekly	
	Clean outside with glass cleaner and squeegee	Quarterly or as required	
Window Sills	Dust and Damp Wipe	Daily	
X-ray room	Dust and Damp Wipe surfaces.	Daily	

Toilets - Patients	To be checked, cleaned and serviced/ replenished as per the SEAT control sheet.	2 hourly and as necessary.	
	Remove spillages from under bowls and flush rims with hard surface cleaner and brush	As necessary and daily	
	Remove mineral deposits	Daily	
	Wash seats and lids, cistern and pipes etc.	As necessary	
	Disinfect all components	Daily and as required	

	Wet wipe doors and walls	Daily and as required	
	Emptying and Cleaning of sanitary Bins	Daily and as required	
	Remove litter	Daily and as required	

DAY THEATRE

ITEM	FREQUENCY	BIDDERS RESPONSE
Procedure room/theatre, procedure couch, patient trolley and reusable equipment	After each patient and when soiled	
Ward/recovery area patient zone	At least daily and when soiled	
High-touch surfaces (door handles, light switches, counters, telephones, keyboards)	Every 4 hours and when soiled	
Staff dressing rooms and showers	Daily and when soiled	
Administrative areas and offices	Daily	
Sluice room, dirty utility room, and decontamination areas	At least twice daily and when contaminated	
Clean utility/storage areas	Daily	
Corridors, entrances and passages	Daily and when soiled	
Toilet facilities	At least twice daily and when soiled	
Blood and body fluid spills	Immediately	
Areas occupied by patients with MRSA, VRE, CRE/CPE, ESBL, MDR Acinetobacter or MDR Pseudomonas	Immediately after patient discharge/transfer	
Terminal cleaning of theatre and recovery area	End of each day's list	

All cleaning of areas, equipment, utensils etc. must be done in compliance with the National and Provincial Infections and Prevention Control (IPC) Protocols as well as the Ideal Hospital Framework. The IPC and Ideal hospital framework guidelines will be handed out and explained to bidders at the site meeting. Thereafter the appointed Service Provider will be expected to understand and be able to effectively and efficiently apply the terms of the IPC Protocols and the Ideal Hospital Framework in rendering their services on assumption of duty. Bidders are to note that this list is not in any way exhaustive.

3. CHEMICAL SPECIFICATIONS

NO CHEMICALS THAT ARE CORROSIVE WILL BE ALLOWED

Only cleaning chemicals that are acceptable for use in hospital cleaning will be accepted. All cleaning chemicals to be used by the contractor must be accompanied by Material Data Safety Sheets for verification by Infection Control Co-ordinator, with the submission of the tender documents.

Similar to INDUSTRO CLEAN, all chemicals to be used must be accompanied by Material Data Safety Sheets, failure to provide these documents with your Tender document will lead to disqualification, no documentation will be accepted afterward. The client may show examples of these required documents where requested. The client has the right to take samples of the tendered chemicals and send it for laboratory tests if and when necessary.

List of preferred chemicals:

Progen (alcohol based cleaner) all-purpose cleaner – cleaning of plastic, glass, ceramic and steel.

Prosan-Q (Deodorising disinfectant cleaner) water resistant surfaces etc. Bathrooms and change rooms in hospitals.

Pro-inox (Non scratch abrasive liquid cleaner) – for the removal of adhering soiling on stainless steel, enamel, porcelain, plastic, etc.

Sintol Sachets (Chlorine disinfectant cleaner) – cleaning and disinfection of all surfaces in hospitals.

Prostrip (Alkaline polish stripper) – Basic cleaning of water and alkaline resistant floor coverings

Profinish (Self shine dispersion) – Multi function self-shine dispersion for the protection and care of floors, marble, granite, terrazzo, etc.

Proflor HD (High solids self-shine dispersion) suitable for high and ultra-speed polishing. Treatment of elastic floor coverings such as OVC, linoleum and slightly porous natural and artificial stone coverings.

Equal or similar products to those mentioned above may be used, provided that the Contractor can submit a valid Safety Data Sheet (SDS) proving equivalence to the specified chemicals. All substitute products must be approved for use in healthcare institutions. The use of household, domestic, or consumer-grade cleaning products is strictly prohibited within the health institution.

DAY THEATRE

ITEM	**CLEANING SOLUTION**
Procedure room/theatre, procedure couch, patient trolley and reusable equipment	Hydrogen peroxide disinfectant
Ward/recovery area patient zone	Hydrogen peroxide disinfectant for high-touch surfaces, detergent for general cleaning
High-touch surfaces (door handles, light switches, counters, telephones, keyboards)	Hydrogen peroxide disinfectant
Staff dressing rooms and showers	Detergent followed by disinfectant for high-touch surfaces
Administrative areas and offices	Detergent; disinfect high-touch surfaces
Sluice room, dirty utility room, and decontamination areas	Detergent followed by disinfectant
Clean utility/storage areas	Detergent
Corridors, entrances and passages	Detergent
Toilet facilities	Detergent followed by disinfectant

Blood and body fluid spills	Sodium hypochlorite 0.5% (5 000 ppm)
Areas occupied by patients with MRSA, VRE, CRE/CPE, ESBL, MDR Acinetobacter or MDR Pseudomonas	Hydrogen peroxide disinfectant
Terminal cleaning of theatre and recovery area	Detergent and disinfectant

No ammonia products are allowed as per Circular H60/2005. Failure to comply will be reported to the tender committee and Head Office.

The contractor must train staff on chemicals and the usage thereof and provide proof of such training and attendance.

BIDDERS RESPONSE:

MINIMUM DAILY EQUIPMENT AND UTENSIL REQUIREMENTS

AREA	EQUIPMENT/ UTENSIL	MINIMUM AMOUNT PER AREA/ CLEANER	REQUIREMENT	BIDDERS RESPONSE
Wards/ Clinics/ Doctor's Rooms/ Residence	Double bucket system (Colour Coded)	1 per cleaner	Colour Coding, IPC Protocols Compliance, Ideal Hospital Framework,	
	Cleaning Chemical Holders (Labelled)	1 per chemical		
	Cleaning Cloths (Colour Coded)	4 per area		
	Surface Cleaning Buckets	2 per area		
	Muslin Tool	2 per area		
	Window cleaning squeegee	1 per area		
	Floor Scrubber/ Polisher – standard, ultra and high speed rotary	As required		
Toilets/ Restrooms	Double bucket system	1 per cleaner	Colour Coding, IPC Protocols Compliance, Ideal Hospital Framework	
	Cleaning Chemical Holders (Labelled)	1 per chemical		
	Cleaning Cloths(Colour Coded)	4 per area		
	Surface Cleaning Buckets	1 per area		
	Muslin Tool	2 per area		
Passages	Double bucket system	1 per cleaner	Colour Coding, IPC Protocols Compliance, Ideal Hospital Framework	
	Cleaning Chemical Holders (Labelled)	1 per chemical		
	Cleaning Cloths(Colour Coded)	2 per area		
	Surface Cleaning Buckets	1 per area		
	Sweeper	2 per area		
	Dust Pana	2 per area		
	Window cleaning squeegee	1 per area		
	Floor Scrubber/ Polisher – standard, ultra and high speed rotary	As required		
Offices/ Training Centres	Double bucket system	1 per cleaner	Colour Coding, IPC Protocols Compliance, Ideal Hospital Framework	
	Cleaning Chemical Holders (Labelled)	1 per chemical		
	Cleaning Cloths(Colour Coded)	2 per area		
	Surface Cleaning Buckets	1 per area		
	Sweeper	2 per area		
	Dust Pan	2 per area		
	Industrial Vacuum with HEPA Filters	1 per area		
	Floor Scrubber/ Polisher – standard, ultra and high speed rotary	As required		
Kitchens/ Tearooms	Double bucket system	1 per cleaner	Colour Coding, IPC Protocols Compliance, Ideal Hospital Framework	
	Cleaning Chemical Holders (Labelled)	1 per chemical		
	Cleaning Cloths(Colour Coded)	2 per area		
	Surface Cleaning Buckets	1 per area		
	Muslin Tool	2 per area		
	Dust Pan	2 per area		
	Floor Scrubber/ Polisher – standard, ultra and high speed rotary	As required		

Isolation Areas	Double bucket system	1 per cleaner	Colour Coding, IPC Protocols Compliance, Ideal Hospital Framework	
	Cleaning Chemical Holders (Labelled)	1 per chemical		
	Cleaning Cloths(Colour Coded)	2 per area		
	Surface Cleaning Buckets	1 per area		
	Muslin Tool	2 per area		
	Dust Pan	2 per area		
	Window cleaning squeegee	1 per area		
	Floor Scrubber/ Polisher – standard, ultra and high speed rotary	As required		
Personal Protective Equipment – PPE	Protective Clothing/ Uniform	1 per person	Colour Coding, IPC Protocols Compliance, Ideal Hospital Framework	
	Protective Shoes	1 per person		
	Head Covers	1 per person per area		
	Aprons	1 per person per area		
	Gloves	1 per person per task		
	Face Masks	1 per person per task		
	Goggles	1 per person per task		
	Isolation Room Clothing: Correct colour apron (plastic disposable) according to IDEAL Hospital, required gloves, N95 mask (fit test report required), overshoes.	1 per person per area		

The contractor must submit a list of all equipment and utensils as well as descriptions thereof which will be used to effectively and efficiently carry out the tasks that will emanate from the cleaning of Worcester Hospital with their tender. It must be kept in mind that equipment may not be used between wards/ areas.

BIDDERS RESPONSE:

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4. MINIMUM CLEANER/ GENERAL ASSISTANT REQUIREMENTS

AREA	REQUIREMENT	MIN DAY 7:00-19:00	MIN NIGHT 19:00-7:00	BIDDERS RESPONSE
Supervision	All Areas	2/shift	2/shift	
Casualty, Overnight, Waiting Room	General Assistant	3/shift	2/shift	
A1	General Assistant	2/shift	1/shift	
A2	General Assistant	2/shift	1/shift	
A3 (MOU)	General Assistant	1/shift	1/shift	
B1	General Assistant	2/shift	1/shift	
B2	General Assistant	2/shift	1/shift	
Day Theatre	General Assistant	1 (Mon – Fri)		
C1	General Assistant	2/shift	1/shift	
C2	General Assistant	2/shift	1/shift	
C3	General Assistant	2/shift	1 /shift	
D1	General Assistant	2/shift	1/shift	
D2	General Assistant	2/shift	1/shift	
NEONATAL	General Assistant	2/shift	1/shift	
ICU	General Assistant	1/shift	1/shift – incl. visitors room	
OPD	General Assistant	4 (Mon-Fri)	0	
X-RAYS & ALL ALLIED HEALTH	General Assistant	2 (Mon-Fri)	0	
CSSD	General Assistant	1/shift	1/shift	
PASSAGES/ DR'S ROOMS (all levels)	General Assistant	1/shift	0	
LONG PASSAGES (all levels) & EXCHANGE	General Assistant	1(Mon- Fri)	0	
KIOSK, FOYER, THUTUZELA, WAITING AREA	General Assistant	2/shift	0	
ADMIN BLOCK	General Assistant	2(Mon - Fri)	0	
HR BLOCK	General Assistant	1(Mon - Fri)	0	
RESIDENCE	General Assistant	2/ shift	0	
NURSE TRAINING / HRD	General Assistant	1 (Mon – Fri)	0	
BUS SHELTER / PARKING AREAS/ EXCLUSIVE COURTYARDS/ CAR GARAGES	General Assistant	1/shift	0	
PUBLIC AREAS	General Assistant	1/shift	0	
WASTE MANAGEMENT (incl Main Kitchen)	General Assistant	2/shift	Waste disposed per area as necessary	
DOCTORS QUARTERS & RECREATIONAL AREAS	General Assistant	1/shift	0	
TOTAL		**50**	**17**	

Bidders must take it upon themselves to study and understand the extent of the quality of the cleaning service standard to be provided for Worcester Hospital, and from their understanding determine an adequate total amount of staff that will be required to service the Hospital to the required standard. Should the standards not be met at any given time, the service provider will be under obligation to put a plan of action in place to resolve the non-compliance. Bidders must note that the total staff numbers mentioned in the table here above are a minimum requirement based on each area to be cleaned and are not in any way a standing number of staff requested by the Hospital for the purpose of providing adequate cleaning services. Bidders are therefore responsible for the overall determination of all cleaners as well as supervisors required to perform the cleaning duties to the required standard. As stated here above bidders will submit their own proposals on the amounts of staff they deem necessary to adequately fulfil the requirements of the cleaning services as specified in this document and will maintain the agreed/ approved total staff at all times regardless of staff absenteeism or leave.

Staff shall normally work a day shift of 7:00 to 19:00 and a night shift of 19:00 to 7:00, seven days per week including weekends and public holidays, unless otherwise stated (in areas that are closed after hours and during weekends and holidays). The Service Provider is required to maintain a minimum of ten (10) fully trained relief staff members at all times. Such personnel shall be deployed to high-risk and clinical areas as required to cover employee absenteeism and staff relief requirements, ensuring that service levels are maintained and that there is no disruption to the continuity of services.

Site Manager and Supervisors must have proven appropriate skills and training as well as confirmation of competency which allow for an effective, efficient and fully compliant service rendering and personnel management. Night shift supervisors must ensure that coordination of staff is effectively done to allow passages, stairways and aisles to be cleaned thoroughly overnight. The Service Provider must have sufficient Supervisors to take full supervision responsibility of the Cleaners and the work they perform in the different areas where they are allocated daily. The Hospital will not be taking supervision responsibility for the cleaners at any given time. Cleaners allocated in the wards and other patient service areas will assist by clearing patient meal trays and all crockery after mealtimes and delivering it back to the Main Kitchen. This duty must under no circumstances be done by Cleaners allocated to clean the toilets in any area for the day. Orientation will be provided by the client on specific job requirements prior to the commencement of the contract.

Cleaners will also serve the patient tea and midnight snacks on each evening. Bread and spread leftovers must be placed back in the night trolley after service. The client will provide in-service training for these duties to be performed at the required standard. The service provider appointed must make its workers available to the client for an orientation session at least two weeks prior to the commencement of the contract. Cleaners will make use of a stock control sheet to manage all stock of crockery and cutlery that is kept at each ward for service in the evenings. Each ward shall be able to analyse each list at any given time to see that the stock control is done. Crockery and cutlery must not be exchanged between wards. Cleaners allocated at the admin block will also assist in the preparation of refreshments and clearing out before and after the various admin block meetings. The User may from time to time expect cleaners to be of assistance in performing duties other than cleaning duties on condition that such duties are not of a permanent nature and only in emergencies or abnormal circumstances. For example, assisting HRD with cleaning service if training is held off site.

The after effects of the contract shall be that an additional quotation must be submitted by the appointed contractor to render the required services in areas that may be specified by the client after the contract period has commenced.

BIDDERS RESPONSE:

_____

_____

_____

_____

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN THE DEPARTMENT OF HEALTH & WELLNESS (HEREINAFTER CALLED THE "WCDOHW")

AND

…… ,

(Supplier/Mandatary/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 85 OF 1993 AS AMENDED.

I, ……, representing
…… ……as an employer

The Contractor acknowledges that it is an employer in its own right and will be responsible for compliance with the OHS Act and regulations while its employees, agents, or subcontractors are performing work for the Department.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number: ……

OR Compensation Insurer: ……Policy No.: ……

The Contractor undertakes to:
Comply with the OHS Act, regulations, and all applicable safety standards during the execution of work.
Provide a written Health and Safety Policy applicable to the work performed.
Appoint in writing a competent person as defined in the Act to oversee health and safety compliance and act as liaison with the Department.
Conduct risk assessments relevant to the work, and provide method statements and safety plans where applicable.
ensure all employees are adequately trained on health and safety applicable to the work and provide proof of such training upon request.
I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan submitted and approved in terms thereof.

Signed at ……on the……day of……20….

_____ _____

Witness **Mandatary**

Signed at…… on the……day of……20 ….

_____ _____

Witness **for and on behalf of WCDOHW**

PROVISION OF A COMPREHENSIVE CLEANING SERVICE TO WORCESTER HOSPITAL FOR DEPARTMENT OF HEALTH & WELLNESS; WESTERN CAPE GOVERNMENT FOR A FIVE (5) YEAR PERIOD

NAME OF BIDDER: …….	**BID NUMBER: WCGHSC0486/2026**
CLOSING DATE: 04 DECEMBER 2026	**CLOSING TIME: 11:00 am**

OFFERS SHALL BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID AND PRICING MUST BE INCLUSIVE OF VAT

COSTING SCHEDULE

ITEM	1ST YEAR (INCLUSIVE OF VAT)	2ND YEAR (INCLUSIVE OF VAT)	3RD YEAR (INCLUSIVE OF VAT)	4TH YEAR (INCLUSIVE OF VAT)	5TH YEAR (INCLUSIVE OF VAT)
1.	R……. Total per month	R……. Total per month	R……. Total per month	R……. Total per month	R……. Total per month
2.	R……. Total cost per year	R……. Total cost per year	R……. Total cost per year	R……. Total cost per year	R……. Total cost per year
3.	Total all-inclusive cost for five (5) years: R …… (included VAT)				

COST BREAKDOWN OF MONTHLY FEE for:	1st YEAR MONTHLY RATE	2nd YEAR MONTHLY RATE	3rd YEAR MONTHLY RATE	4th YEAR MONTHLY RATE	5th YEAR MONTHLY RATE
Total basic salary **per cleaner per hour (normal hours):**	**R…….. p/h**	**R…….... p/h**	**R…….. p/h**	**R…….. p/h**	**R…….. p/h**
Total basic salary **per supervisor per hour (normal hours):**	**R…….. p/h**	**R…….. p/h**	**R…….. p/h**	**R…….. p/h**	**R…….. p/h**

Please ensure that your price per month includes the latest minimum wage rate as published in the Government Gazette.
Bidder that does not comply to the latest hourly rate will not be considered.

Note: The bid will also be adjudicated on the total cost over the five (5) year period. Please ensure that your costing is correct as corrections cannot be made after bid closure.

A. Does the offer comply with specifications? Please circle your option. YES / NO

B. If not to specification, please indicate deviation(s) on a separate sheet. YES / NO

C. The price(s) quoted must be firm for the duration of the contract.

Definition of pricing structures

To this bid the following explanations are provided:

1. Firm prices

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

The following two pricing structures will also be considered as firm prices:

Firm prices linked to fixed period adjustments, i.e., five tier prices (Firm 1st, firm, 2nd firm, 3rd firm, 4th firm and 5th year prices), only subject to the variables indicated in the above paragraph.

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

The increased cost of labour must therefore be projected into the 2nd, 3rd, 4th and 5th year pricing as no increase will be granted in this regard during the contract period.
Note: Any advantage due to a more profitable exchange rate must be passed on to the province

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 Manage 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;

''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 an!' 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;

"employee", in relation to –

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

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

''entity'' means any -

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

(b) sole proprietorship;

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

"Family member" means a person's -

(a) spouse; or

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

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

"**Institution**" means – a provincial department or provincial public entity

listed in Schedule 3C of the Act;

"**Provincial Government Western Cape (PGWC)"** means

(a) the Institution of the Western Cape, and

(b) a provincial public entity;

"RWOEE" means -

Remunerative Work Outside of the Employee's Employment

''spouse'' means a person's -

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

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

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

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

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

(i) resigned as an employee of the government institution or;

(ii) cease conducting business with an organ of state or;

(iii) resign as a director/shareholder/owner/member of an entity that conducts business with an organ of state.

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

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

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

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

a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

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

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

years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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*)

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)? *(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on th* *Tender Defaulters" or submit your written request for a hard copy of the Register to (012) 326 5445.)*		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

icon "Register
for facsimile
number

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

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

I, …… hereby swear/affirm; i. that the information disclosed above is true and accurate; ii. that I have read 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 place thereon in my presence.

……..

SIGNATURE FULL NAMES Commissioner of Oaths

Designation (rank) …… ex officio: Republic of South Africa

Date:……. Place ……

Business Address:

……

……
……

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

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

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

1. DEFINITIONS

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

1.2 **"Affidavit"** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, which serves as evidence to its veracity and is required for court proceedings.

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

1.4 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

1.5 "**B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a codes of good practice of black economic empowerment, issued in terms of section 9(1) of The Broad-Based Black Economic Empowerment Act;

1.6 **"Bid"** means a written offer on the official bid documents or invitation of price quotations, and "tender" is the act of bidding/tendering;

1.7 "**Code of Good Practice"** means the generic codes or the sector codes as the case may be;

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

1.9 **"Contract"** means the agreement that results from the acceptance of a bid by an organ of state;

1.10 **"EME"** is an exempted micro enterprise with an annual total revenue of R10 million or less.

1.11 **"Firm price"** means a price that is only subject to adjustments in accordance with an actual increase or decrease resulting from the change, imposition or abolition of customs or excise duty and any other duty, levy, or tax, which is binding on the contractor in terms of the law or regulation and demonstrably has an influence on the price of any supplies or the rendering costs of any service for the execution of the contract;

1.12 **"Large Enterprise"** is any enterprise with an annual total revenue above R50 million;

1.13 **"Non-firm prices"** means all prices other than "firm" prices

1.14 **"Person"** includes a juristic person;

1.15 **"Price"** means an amount of money bid for goods and services and includes all applicable taxes less all unconditional discounts;

1.16 **"Proof of B-BBEE status level contributor"** means –
(a) The B-BBEE status level certificate issued by an authorized body or person;

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

1.17 **"QSE"** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;

1.18 **"Rand value"** means the total estimated value of a contract in South African currency calculated at the time of bid invitation, and includes all applicable taxes;

1.19 **"Sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;

1.20 **"Tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide services through price quotations, competitive bidding processes or any other method envisaged in legislation;

1.21 **"Tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation to originate income-generating contracts through any method envisaged in legislation, that will result in a legal agreement between the organ of state and a third party, which produces revenue for the organ of state, and includes but is not limited to leasing and disposal of assets and concessions contracts, but excludes direct sales and disposal of assets through public auctions;

1.22 **"The Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);

1.23 "**the Regulations**" means the Preferential Procurement Regulations, 2022;

1.24 **"Total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-based Black Economic Empowerment Act and promulgated in the Government Gazette on 11 October 2013;

1.25 **"Trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

1.26 **"Trustee"** means any person, including the founder of a trust, to whom property is bequeathed for such property to be administered for the benefit of another person.

2. GENERAL CONDITIONS

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

2.2 Preference points system for this bid:
(a) The value of this bid is estimated **to exceed/not exceed R50 000 000** (all applicable taxes included) and therefore the …….. preference points system shall be applicable; or
(b) Either the **80/20 or 90/10** preference points system will be applicable to this bid.
(Delete whichever option is not applicable to this bid)

2.3 Preference points for this bid shall be awarded for:
(a) Price; and
(b) B-BBEE status level of contribution.

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

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

2.5 Failure on the part of a bidder to complete and sign this form and submit, in the circumstances prescribed in the Codes of Good Practice, either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS), or an affidavit confirming annual total revenue and level of black ownership, along with the bid, or an affidavit issued by the Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

3. ADJUDICATION USING A POINT SYSTEM

3.1 Subject to Regulation 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000, the bidder obtaining the **highest number of total points** will be awarded the contract.

3.2 A bidder must submit proof of its B-BBEE status level to claim points for B-BBEE.

3.3 A bidder failing to submit proof of B-BBEE status level, or who is a non-compliant contributor to B-BBEE will not be disqualified, but will only score:
(a) points out of **80/90** for **price**; and
(b) 0 points out of **20/10** for **B-BBEE**.

3.4 Points scored must be rounded off to the nearest 2 decimal places.

3.5 If two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.6 Per Regulation 2 (1)(f) of the Preferential Procurement Policy Framework Act, 2000, the contract may be awarded to a bidder other than the one scoring the highest number of total points based on objective criteria in addition to those contemplated in paragraph (d) and (e) of the Act, which justifies the award to another bidder provided that it has been stipulated upfront in the bid conditions.

3.7 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

4. FORMULAE FOR PROCUREMENT OF GOODS & SERVICES

4.1 **POINTS AWARDED FOR PRICE**

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

80/20

$$Ps = 80\left(1 - \frac{Pt - Pmin}{Pmin}\right)$$

90/10

$$Ps = 90\left(1 - \frac{Pt - Pmin}{Pmin}\right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

5.1 **POINTS AWARDED FOR PRICE**

80/20

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

90/10

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

Where

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax= Price of highest acceptable bid

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

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

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

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

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

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

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

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

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

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

7. BID DECLARATION

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

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

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

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

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

9. SUB-CONTRACTING

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

9.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted? ……..……%

(ii) the name of the sub-contractor? ……

(iii) the B-BBEE status level of the sub-contractor? ……..

(iv) whether the sub-contractor is an EME or QSE? (*delete which is not applicable)* **YES/NO**

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

10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/ entity: ……..

10.2 VAT registration number: ……..

10.3 Company Registration number: ……..

10.4 Type of company/firm (Select applicable (option)

- ☐ Partnership/Joint venture consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public company
- ☐ Personal liability company
- ☐ (Pty) Ltd
- ☐ Non-profit company
- ☐ State-owned company

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

(a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.

(b) As set out in Section 130 of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:

(i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;
(ii) provides false information or misrepresents information to a B-BBEE verification professional to secure a particular B-BBEE status or any benefit associated with compliance with the B-BBEE Act;
(iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or
(iv) engages in a fronting practice.

(c) if a B-BBEE verification professional, any procurement officer or any official from another organ of state or public entity becomes aware of the attempted or actual commission of any offence referred to in paragraph 10.5 (b), this will be reported to an appropriate law enforcement agency for investigation,

(d) any person convicted of an offence by a court in the case of contravention of paragraph 10.5 (b) is liable to a fine or imprisonment for a period not exceeding 10 years, or to both a fine and such imprisonment, or, if the convicted person is not a natural person, to a fine not exceeding 10% of its annual turnover.

(e) the purchaser may investigate the matter if it becomes aware that a bidder may have obtained its B-BBEE status level fraudulently. If the investigation warrants the imposition of a restriction, this will be referred to the National Treasury for investigation, processing and restriction of the bidder on the National Treasury's List of Restricted Suppliers. After the *audi alteram partem* (hear the other side) rule has been applied, the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted fraudulently, may be restricted from obtaining business from any organ of state for a period not exceeding 10 years,

(f) in addition to any other remedy it may have, the organ of state may -
(i) disqualify the bidder from the bid process,
(ii) recover costs, losses or damages it has incurred or suffered as a result of that bidder's conduct,
(iii) cancel the contract, and, having had to make less favourable arrangements due to such cancellation, claim any damages it has suffered from the contractor, and
(iv) forward the matter for criminal prosecution.

(g) The information furnished is true and correct.

(h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

SIGNATURE(S) OF THE BIDDER(S):

……

DATE: ……

ADDRESS:

……..

……..

WITNESSES:

1. ……..

2. ……..

SWORN AFFIDAVIT – B-BBEE/QUALIFYING SMALL ENTERPRISE

1. I, the undersigned

Full name and surname	
Identity number	

2. Hereby declare under oath as follows:

(i) The contents of this statement are to the best of my knowledge a true reflection of the facts.

(ii) I am a member/director/owner of the following enterprise and am duly authorized to act on its behalf:

Enterprise name	
Trading name	
Registration number	
Enterprise address	

3. I hereby declare under oath that:

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

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

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

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

Deponent signature: _____

_____ **Date:** _____

Commissioner of Oaths signature & stamp

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 regarding 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.

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 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 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 on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 " Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts 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 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 ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

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

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

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

(b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their

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' 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 the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods.
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods.
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods.
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period 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 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 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 destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

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, except for any price adjustments authorized in SCC or in the purchaser's request for bid validity extension.

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 contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

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

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its 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 the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2.
(b) if the Supplier fails to perform any other obligation(s) under the contract; or
(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services like 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 of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for 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 practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

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

28. Limitation of liability

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

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

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

29. Governing 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 previously mentioned notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

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

34.2 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.