



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

BID NUMBER: WCGHSC0453/2025 CLOSING DATE: FRIDAY, 31 OCTOBER 2025 CLOSING TIME: 11:00

FOR THE PROVISION OF RENDERING OF CLEANING SERVICES TO THE WESTERN CAPE DEPARTMENT OF HEALTH AND WELLNESS (WCDHW) FACILITIES IN THE CAPE WINELANDS DISTRICT (BREEDE VALLEY SUB-DISTRICT, CAPE WINELANDS DISTRICT OFFICE, STELLENBOSCH SUB-DISTRICT, WITZENBERG SUB-DISTRICT, DRAKENSTEIN SUB-DISTRICT, LANGEBERG SUB-DISTRICT (3) YEAR PERIOD

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

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

Bid documents must be deposited in the bid box marked SUPPLY CHAIN MANAGEMENT, Department of Health and Wellness, Main Entrance of Supply Chain Management Offices, (M9 Building) on the premises of Karl Bremer Hospital, c/o Mike Pienaar Boulevard and Frans Conradie Drive. The bid box is generally open 07:00 am until 16:00 a day, 5 days a week. If you are uncertain about the location of the bid box, please call the responsible official, Ms S Halifax at (021) 834 9008 for assistance during office hours.

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

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

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

Central Supplier Database <u>self-registration only</u>: <u>www.csd.gov.za</u> Contact email: <u>SCM.eProcurementDOH@westerncape.gov.za</u>

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

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

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

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

Please refer all technical/specification enquiries to **Ms Aldine Pietersen** at telephone no. **(023) 348 8148** or email aldine.pietersen@westerncape.gov.za

C Munnik for HEAD OF DEPARTMENT

**DATE**: 30/09/2025

# 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.

CLOSING DATE: 31 Oct 2025

RENDERING OF CLEANING SERVICES TO THE WESTERN CAPE DEPARTMENT OF HEALTH AND WELLNESS

CLOSING TIME: 11H00

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

WCGHSC 0453/2025

**BID NUMBER:** 

v	WCDHW) FACILITIES IN VINELANDS DISTRICT OF	FICE, STELLENBOS	CH SUB-DISTR	ICT, WITZENBERG SUB		•
	UB-DISTRICT, LANGEBER					
BID RESPONSE DOCUMENTS bid box marked SUPPL'					rance of S	Lunnby Chain
Management Offices, (N						
Drive	i 7 bollding) on the prem	ises of Kall bleffle	ii iiospiiai, c/c	Mike Heliaal boolev	ara ana m	ans Comadie
BIDDING PROCEDURE ENQUI	RIES MAY BE DIRECTED TO		TECHNICAL E	ENQUIRIES MAY BE DIREC	TED TO:	
			CONTACT		122 101	
CONTACT PERSON	Johan Van Wyk		PERSON	Aldine Pietersen/Tho	2 oloxubne	ebezela
			TELEPHONE			
TELEPHONE NUMBER	(021) 834 9007		NUMBER	(023) 348 8148/ (023	<u>3) 348 8107</u>	
EA COUNTY E NUMBER	N1 / A		FACSIMILE	N. / A		
FACSIMILE NUMBER	N/A		NUMBER	N/A		
E-MAIL ADDRESS	JohanVanWyk@wes	tornoano aov za	E-MAIL ADDRESS	aldine.pietersen@we thanduxolo.sebezel	-	•
SUPPLIER INFORMATION	Johanvanivyk@wes	siemcape.gov.za	ADDRESS	munduxolo.sebezei	<u>u@wesieiii</u>	cape.gov.za
NAME OF BIDDER						
POSTAL ADDRESS						
STREET ADDRESS				T		
TELEPHONE NUMBER	CODE			NUMBER		
CELLPHONE NUMBER		<u>,                                      </u>				
FACSIMILE NUMBER	CODE			NUMBER		
E-MAIL ADDRESS						
VAT REGISTRATION NUMBER						
SUPPLIER COMPLIANCE	TAX COMPLIANCE SYST	EM PIN:			PPLIER	
STATUS			AND	DATABASE		
D DDEE OTATIO I EVE	ITIOK ADDI IO	ADI E DOVI	D DDEE OTAT	No:	MA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICA	ABLE BOX	AFFIDAVIT	TUS LEVEL SWORN [TICK APPLICABLI		LICABLE BOX
VEIGH TOATTON CEIGHT TOATE	☐ Yes	☐ No	VILIDVAII		☐ Yes	□No
IF YES, WAS THE CERTIFICATE	[TICK APPLICA	ABLE BOX]				

	IOOLIED DV/ A					
	ISSUED BY A	☐ Yes	☐ No			
	VERIFICATION					
	AGENCY					
	ACCREDITED BY					
	THE SOUTH					
	AFRICAN NATIONAL					
	ACREDITATION					
	SYSTEM (SANAS)					
A COMP		ERIFICATION CERTIFICATION CERT			EMEs& QSEs) MUST BE SUI EE]	BMITTED TOGETHER WITH
1.1.1.1	ARE YOU THE					
	ACCREDITED			1.1.1.2	ARE YOU A FOREIGN	
	REPRESENTATIVE		<b>1</b>		BASED SUPPLIER FOR	☐Yes ☐No
	IN SOUTH AFRICA	☐Yes ☐	]No		THE GOODS /SERVICES	
	FOR THE GOODS/				/WORKS OFFERED?	[IF YES, ANSWER THE
	SERVICES/ WORKS	[IF YES ENCLOSE PROC	OF]		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	QUESTIONNAIRE BELOW]
	OFFERED?					
QUESTIC	NNAIRE TO BIDDING FO	DREIGN SUPPLIERS				
IS THE E	NTITY A RESIDENT OF T	THE REPUBLIC OF SOUTH	ł AFRICA (RSA)?			☐ YES ☐ NO
DOES TH	E ENTITY HAVE A BRAN	ICH IN THE RSA?				☐ YES ☐ NO
DOES TH	E ENTITY HAVE A PERM	MANENT ESTABLISHMEN	T IN THE RSA?		☐ YE	S NO
DOES TH	E ENTITY HAVE ANY SO	OURCE OF INCOME IN TH	E RSA?		☐ YE	S NO
IS THE EI	NTITY LIABLE IN THE RS	SA FOR ANY FORM OF TA	XATION?			☐ YES ☐ NO
IF THE A	NSWER IS "NO" TO ALI	L OF THE ABOVE, THEN	IT IS NOT A REQUIRE	EMENT TO	REGISTER FOR A TAX COMPL	IANCE STATUS SYSTEM PIN
CODE FR	OM THE SOUTH AFRICA	<u>AN REVENUE SERVICE (S</u>	SARS) AND IF NOT RE	GISTER AS	S PER 2.3 BELOW.	
			PAI	RT B		
		TEDAAC			FOR BIDDING	
		IEKWIS	AND CONDI	IION3 I	OK BIDDING	

#### 1. BID SUBMISSION:

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

#### 2. TAX COMPLIANCE REQUIREMENTS

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

IN THE SEDVICE OF THE STATE A	OD OLOGE CODDODATIONS WITH MEMBER	S 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:	

#### **Important Notice to All Bidders**

#### Compulsory Information Session and Site Inspections

Bidders are invited to submit bids for a comprehensive cleaning service for various health facilities within the Cape Winelands District, including Breede Valley, Langeberg, Witzenberg, Drakenstein, and Stellenbosch Sub-Districts in the Western Cape. The contract period will be for three (3) years.

#### **Information Session Details**

• **Location:** Brewelskloof Hospital, Haarlem Street, Panorama, Worcester, Meeting Room, 4th Floor

• **Date:** 20th October 2025

• Time: 09:00 AM

#### **Site Inspection Details**

Compulsory site inspections will take place on the following dates and times

# HEALTH CARE FACILLITIES PHYSICAL ADRESSES & CONTACT DETAILS

Full Service per Area	Physical Addresses	Contact Number	Time and date
	Breede Valley Sub-District / Bre		pital
Brewelskloof Hospital, TB School including CWD office & HRD	7 Haarlem Street, Van Riebeeck Park ,Worcester, 6850	023 348 1300	Time: 09:00 Date:20 OCTOBER 2025
and Nurses Home Touwsrivier Clinic	West Street, Touwsrivier	023 814	To start when all bidders arrive
De Doorns Clinic	Wesley Street, De Doorns	023 814 2200	To start when all bidders arrive
Sandhills	GG Kamp, Sandhills, De Doorns,	023 814 2277 023 357 9705	To start when all bidders arrive
Orchard	Modderdriftweg, Orchard, De Doorns,	023 814 2262 023 354 8156	To start when all bidders arrive
De Wet	De Wet Pad, Behind New Apostolic Church, De Wet	023 814 2239	To start when all bidders arrive

		023 341	
		2664	
Overhex	Overhex Pad, Worcester	023 814	To start when all bidders
		2280	arrive
		023 342	
		1230	
Empilisweni	Western Cape, Mayinjana	023 814	To start when all bidders
	Ave, Zweletemba,	2432	arrive
	Worcester, 6850	023 814	
		2250	
		023 345	
		1442	
WCDC	101 Sugget St, Worcester,	023 348	To start when all bidders
	6850	4100	arrive
		023 348	
		4121	
Avian Park	Pelikaan Street, Worcester,	023 814	To start when all bidders
	6850	2599	arrive
Rawsonville	1 Uit Street, De Nova,	023 349	To start when all bidders
	Rawsonville	1042	arrive
	Stellenbosch Sub-l		
Full Service per Area	Physical Addresses	Contact	Time and date
		Number	
Stallanbasch Haspital	80 Marriman Avanua		Time: 00:00
Stellenbosch Hospital	80 Merriman Avenue,	021 808	Time: 09:00
Stellenbosch Hospital	Stellenbosch		Time: 09:00 Date:21 OCTOBER 2025
	Stellenbosch 7599	021 808 6100	Date:21 OCTOBER 2025
Stellenbosch Hospital  Groendal Clinic	Stellenbosch 7599 Stiebeuel Street,	021 808 6100 021 876	Date:21 OCTOBER 2025  To start when all bidders
Groendal Clinic	Stellenbosch 7599 Stiebeuel Street, Stellenbosch,7599	021 808 6100 021 876 3714	Date:21 OCTOBER 2025  To start when all bidders arrive
	Stellenbosch 7599 Stiebeuel Street, Stellenbosch,7599 342 Merchant Street,	021 808 6100 021 876 3714 021 808	To start when all bidders arrive  To start when all bidders
Groendal Clinic  Klapmuts Clinic	Stellenbosch 7599 Stiebeuel Street, Stellenbosch,7599 342 Merchant Street, Klapmuts, Stellenbosch,7599	021 808 6100 021 876 3714 021 808 8917	To start when all bidders arrive To start when all bidders arrive arrive
Groendal Clinic	Stellenbosch 7599 Stiebeuel Street, Stellenbosch,7599 342 Merchant Street,	021 808 6100 021 876 3714 021 808 8917 021 889	To start when all bidders arrive To start when all bidders arrive To start when all bidders arrive To start when all bidders
Groendal Clinic  Klapmuts Clinic  Kayamandi Clinic	Stellenbosch 7599 Stiebeuel Street, Stellenbosch,7599 342 Merchant Street, Klapmuts, Stellenbosch,7599 56 Bassi Street, Kayamandi, 7600	021 808 6100 021 876 3714 021 808 8917 021 889 5061	To start when all bidders arrive
Groendal Clinic  Klapmuts Clinic  Kayamandi Clinic  Cloetesville	Stellenbosch 7599 Stiebeuel Street, Stellenbosch,7599 342 Merchant Street, Klapmuts, Stellenbosch,7599 56 Bassi Street, Kayamandi, 7600 c/o Bell & Tennantville	021 808 6100 021 876 3714 021 808 8917 021 889	Date:21 OCTOBER 2025  To start when all bidders arrive To start when all bidders
Groendal Clinic  Klapmuts Clinic  Kayamandi Clinic	Stellenbosch 7599 Stiebeuel Street, Stellenbosch,7599 342 Merchant Street, Klapmuts, Stellenbosch,7599 56 Bassi Street, Kayamandi, 7600	021 808 6100 021 876 3714 021 808 8917 021 889 5061 021 883	To start when all bidders arrive
Groendal Clinic  Klapmuts Clinic  Kayamandi Clinic  Cloetesville Community Day	Stellenbosch 7599 Stiebeuel Street, Stellenbosch,7599 342 Merchant Street, Klapmuts, Stellenbosch,7599 56 Bassi Street, Kayamandi, 7600 c/o Bell & Tennantville Street, Cloetesville,	021 808 6100 021 876 3714 021 808 8917 021 889 5061 021 883	Date:21 OCTOBER 2025  To start when all bidders arrive To start when all bidders
Groendal Clinic  Klapmuts Clinic  Kayamandi Clinic  Cloetesville Community Day	Stellenbosch 7599 Stiebeuel Street, Stellenbosch,7599 342 Merchant Street, Klapmuts, Stellenbosch,7599 56 Bassi Street, Kayamandi, 7600 c/o Bell & Tennantville Street, Cloetesville, Stellenbosch	021 808 6100 021 876 3714 021 808 8917 021 889 5061 021 883	Date:21 OCTOBER 2025  To start when all bidders arrive To start when all bidders
Groendal Clinic  Klapmuts Clinic  Kayamandi Clinic  Cloetesville Community Day Centre	Stellenbosch 7599 Stiebeuel Street, Stellenbosch,7599 342 Merchant Street, Klapmuts, Stellenbosch,7599 56 Bassi Street, Kayamandi, 7600 c/o Bell & Tennantville Street, Cloetesville, Stellenbosch 7600	021 808 6100 021 876 3714 021 808 8917 021 889 5061 021 883 2676	To start when all bidders arrive
Groendal Clinic  Klapmuts Clinic  Kayamandi Clinic  Cloetesville Community Day Centre	Stellenbosch 7599 Stiebeuel Street, Stellenbosch,7599 342 Merchant Street, Klapmuts, Stellenbosch,7599 56 Bassi Street, Kayamandi, 7600 c/o Bell & Tennantville Street, Cloetesville, Stellenbosch 7600 6851 Lang Street,	021 808 6100 021 876 3714 021 808 8917 021 889 5061 021 883 2676	To start when all bidders arrive
Groendal Clinic  Klapmuts Clinic  Kayamandi Clinic  Cloetesville Community Day Centre	Stellenbosch 7599 Stiebeuel Street, Stellenbosch,7599 342 Merchant Street, Klapmuts, Stellenbosch,7599 56 Bassi Street, Kayamandi, 7600 c/o Bell & Tennantville Street, Cloetesville, Stellenbosch 7600 6851 Lang Street, Cloetesville	021 808 6100 021 876 3714 021 808 8917 021 889 5061 021 883 2676	To start when all bidders arrive
Groendal Clinic  Klapmuts Clinic  Kayamandi Clinic  Cloetesville Community Day Centre  Aan Het Pad Clinic	Stellenbosch 7599 Stiebeuel Street, Stellenbosch,7599 342 Merchant Street, Klapmuts, Stellenbosch,7599 56 Bassi Street, Kayamandi, 7600 c/o Bell & Tennantville Street, Cloetesville, Stellenbosch 7600 6851 Lang Street, Cloetesville Stellenbosch, 7599	021 808 6100 021 876 3714 021 808 8917 021 889 5061 021 883 2676	To start when all bidders arrive
Groendal Clinic  Klapmuts Clinic  Kayamandi Clinic  Cloetesville Community Day Centre  Aan Het Pad Clinic	Stellenbosch 7599 Stiebeuel Street, Stellenbosch,7599 342 Merchant Street, Klapmuts, Stellenbosch,7599 56 Bassi Street, Kayamandi, 7600 c/o Bell & Tennantville Street, Cloetesville, Stellenbosch 7600 6851 Lang Street, Cloetesville Stellenbosch, 7599 17 Helshoogte Road, Idas	021 808 6100 021 876 3714 021 808 8917 021 889 5061 021 883 2676	Date:21 OCTOBER 2025  To start when all bidders arrive  To start when all bidders arrive  To start when all bidders arrive  To start when all bidders
Groendal Clinic  Klapmuts Clinic  Kayamandi Clinic  Cloetesville Community Day Centre  Aan Het Pad Clinic	Stellenbosch 7599 Stiebeuel Street, Stellenbosch,7599 342 Merchant Street, Klapmuts, Stellenbosch,7599 56 Bassi Street, Kayamandi, 7600 c/o Bell & Tennantville Street, Cloetesville, Stellenbosch 7600 6851 Lang Street, Cloetesville Stellenbosch, 7599 17 Helshoogte Road, Idas Valley	021 808 6100 021 876 3714 021 808 8917 021 889 5061 021 883 2676	Date:21 OCTOBER 2025  To start when all bidders arrive  To start when all bidders arrive  To start when all bidders arrive  To start when all bidders
Groendal Clinic  Klapmuts Clinic  Kayamandi Clinic  Cloetesville Community Day Centre  Aan Het Pad Clinic	Stellenbosch 7599 Stiebeuel Street, Stellenbosch,7599 342 Merchant Street, Klapmuts, Stellenbosch,7599 56 Bassi Street, Kayamandi, 7600 c/o Bell & Tennantville Street, Cloetesville, Stellenbosch 7600 6851 Lang Street, Cloetesville Stellenbosch, 7599 17 Helshoogte Road, Idas Valley	021 808 6100 021 876 3714 021 808 8917 021 889 5061 021 883 2676	Date:21 OCTOBER 2025  To start when all bidders arrive  To start when all bidders arrive  To start when all bidders arrive  To start when all bidders

Pniel Satellite Clinic	14 Hill St, Pniel, 7681	021 885 2504	To start when all bidders arrive
Kylemore Clinic	19 Skool Street, Kylemore, 7600	021 885 2504	To start when all bidders arrive
Dirkie Uys Satellite Clinic	Dirkie Uys Street, Franschhoek	021 876 2172	To start when all bidders arrive
EMS Stellenbosch	80 Merriman Avenue, Stellenbosch 7599	021 808 6113	To start when all bidders arrive
	Langeberg Sub-I	District	
Full Service per Area	Physical Addresses	Contact	Time and date
		Number	
Robertson Hospital	Van Oudtshoorn St, Robertson, 6705	023 626 8500	Time: 09:00 Date:24 OCTOBER 2025
Bergsig Clinic	Wesley Street, Robertson, 6707	023 626 1035	To start when all bidders arrive
Dental Clinic	Dirkie Uys St, Robertson, 6707,	023 626 1602	To start when all bidders arrive
McGregor	Tindall St, McGregor, 6708,	023 625 1932	To start when all bidders arrive
Nkqubela	BURWANA STREET, NKQUBELA Robertson 6705	023 626 6612	To start when all bidders arrive
Bonnievale	21 Sultana St, Bonnievale, 6730,	023 616 3238	To start when all bidders arrive
Zolani	Building Avenue, Ashton, 6715	023 814 2709	To start when all bidders arrive
Montagu Hospital	12 Hospital St, Montagu, 6720,	023 614 8100	To start when all bidders arrive
Montagu Clinic	4 Park Street, Montagu	023 614 1149	To start when all bidders arrive
Cogmans Clinic	C/o Jakaranda & Coronation Street, Ashton, 6715,	023 615 2252	To start when all bidders arrive

	Witzenberg Sub-D	istrict	
Full Service per Area	Physical Addresses	Contact	Time and date
		Number	
Op die Berg Clinic	1 Church Street, Op die	023 317	Time: 09:00
	Berg, Koue Bokkeveld	0321	Date:27 OCTOBER 2025
Prince Alfred Hamlet	7 Meul Street, Prince Alfred	023 313	To start when all bidders
	Hamlet, Ceres, 6835	3556	arrive
Bella Vista Clinic	1 Krisante Street, Bella vista,	023 315	To start when all bidders
	Ceres, 6835	0133	arrive
Ceres CDC	2 Faure St, Ceres, 6835	023 317 0321	To start when all bidders arrive
Nduli Clinic	Chris Hani Drive	023 312	To start when all bidders
	Nduli, Ceres, 6835	2926	arrive
Ceres Hospital	Corner of Theron &	023 316	To start when all bidders
	Rivierkant Street	9601	arrive
Ceres Clinic	32 Lyell Street, Ceres, 6835	023 316	To start when all bidders
		1142	arrive
Tulbagh Clinic	Steindal Road, Tulbagh,	023 230	To start when all bidders
	6820	8020	arrive
Wolseley Clinic	5 Eeufees Street, Wolseley,	023 231	To start when all bidders
,	6830,	1320	arrive
	P		
Breërivier Clinic	Waboomsrivier Road,	023 355	To start when all bidders
	Breerivier, 6850	1739	arrive
	Drakenstein Sub-D	istrict	
Full Service per Area	Physical Addresses	Contact	Time and date
		Number	
DAY 1		1	1
TC Newman CDC	Corner of Broadway &	021 877	Time: 09:00
	Rosary Street, Charleston Hill,	6400	Date:22 OCTOBER 2025
	Paarl East, 7646		23 OCTOBER 2025
Drakenstein Sub	Corner of Broadway &	021 862	To start when all bidders
District Office	Rosary Street, Charleston Hill,	4520	arrive
	Paarl East, 7646		
Dalvale clinic	104 Symphony Ave,	021 868	To start when all bidders
	Groenheuwel, Paarl, 7646	1086	arrive
Klein Drakenstein	Drakenstein, Keerweder Rd,	021 862	To start when all bidders
Clinic	Paarl, 7646	3600	arrive
Patriot Plein Clinic	New street, Paarl, 7646	021 870 1107	To start when all bidders arrive
Nieuwedrift Clinic	R45 Boland Wynkelder road,	021 8729	To start when all bidders
	Paarl, 7646	794	arrive

Windmeul Clinic	Vryguns Rd, Paarl	021 869 8863	To start when all bidders arrive
Simondium Clinic	Watergat Rd, Simondium	021 874 3387	To start when all bidders arrive
DAY 2			
Saron clinic	Main Road, Saron, Plus code	023 2400 078	Time:09;00 Date:
Gouda clinic	Malva Road, Gouda, Plus code	023 232 0510	To start when all bidders arrive
Soetendal clinic	Hermon Road, Wellington	021 864 1182	To start when all bidders arrive
Huis Mc Crone	Schwartz Street, Wellington	021 864 2056	To start when all bidders arrive
Wellington	Abduraghman street,	021 864	To start when all bidders
Community Day Centre	Wellington	9700	arrive
Mbekweni	Mphakalasi Street,	021 868	To start when all bidders
Community Health Centre	Mbekweni,	3682	arrive
Phola Park Clinic	Bukanani Street, Mbekweni, 7647, 7655	021 868 3093	To start when all bidders arrive

**Important Note:** Please keep strictly to the time of the first meeting as late bidders will not be allowed to continue with the site meetings.

Please ensure you adhere to the specified times and locations for each site inspection. Late arrivals will not be accommodated. Thank you for your cooperation.

**Attendance Requirements** Bidders must attend all site inspection meetings within the Sub-District if they intend to bid only for that Sub-District. If bidders intend to bid for all Sub-Districts, they must attend all site inspection meetings for all facilities listed in this bid.

**Note:** Bidders not attending all site inspection meetings will not be considered and will invalidate the bidder's offer. It is expected off all bidders to attend all site meetings of each item they want to submit a formal bid. In attending these sessions, it is essential that all the information relating to the services, is captured in the tender information. This will form the basis on which to evaluate the bidder who attended the site meeting.

#### Timing and Punctuality

Please keep strictly to the time of the first site inspection meeting at each Sub-District. Late bidders will not be allowed to continue with the site inspection meetings. Bidders must ensure that they are at the first meeting venue at least fifteen (15) minutes before the starting time of the meeting. Doors will be locked at the starting time of the information session and site inspection meetings.

#### **Contact Information**

Please contact the officials listed in the bid advert and indicated on page 2 of the bid document for directions to the venue.

#### Attendance Register

Attendees of the compulsory information session and site inspection meetings must indicate their names and the bidder/company they represent on the attendance register. The attendance register must be signed at each facility.

#### **Questions and Enquiries**

Questions can be asked and will be answered at the information session to be held at Brewelskloof Hospital. No further questions will be considered during, but not after, the site inspection meetings. Please bring along your bid document to each venue/site.

For all technical/specification enquiries, please refer to page 2&3 of the bid document. For driving directions to the facilities/sites, please contact the officials indicated on page 2&3.

#### 1. **DEFINITIONS**

In addition to the definitions presented in the General Conditions of Bid, and unless in this Bid the context otherwise requires or admits, the following words and/or expressions shall have the meanings respectively ascribed to them below.

Where the context requires, words importing the singular number shall include the plural and vice versa.

Ad hoc	When necessary or as needed for specific purposes and period
Area	Includes any number of areas, whether closest.
BCEA	Basic Condition of Employment Act, No 75 of 1997.
Cleaner	A person employed to clean: This includes Cleaning the interior of buildings such as offices, houses, and public places
Cleaner Supervisor	A Cleaner supervisor is a professional responsible for overseeing the Cleaning staff and ensuring that Cleaning tasks are completed efficiently and to a high standard
Contract	Contract means the service level agreement as concluded between the Department and the SP, which includes these General Conditions of Bid, the Technical Specifications of this Bid, the SCC, GCC, bid specifications and the bid of the SP.
Cleaning	The removal of dirt, dust, and impurities from surfaces or objects.  The physical removal of visible foreign material (e.g., dust, soil) and organic material (e.g., blood, secretions, excretions, microorganisms) from surfaces or objects in order to make it safe for use. Cleaning physically removes rather than kills microorganisms. It is accomplished with water, detergents, and mechanical action.
Cleaning cart (also known as cleaning trolley)	A dedicated two bucket trolley with caddy that carries environmental cleaning supplies and equipment, in addition to bags or bins for soiled materials, such as laundry, for disposal or reprocessing.
Cleaning equipment	Refers to tools, machines, and devices used to remove dirt, dust, stains, and other unwanted substances from surfaces, objects, or environments. These tools are essential for maintaining hygiene, cleanliness, and safety in homes, workplaces, and

	public spaces.
Cleaning product (also known as cleaning agent)	Liquids, powders, sprays, or granules that remove organic material (e.g., dirt, body fluids) from surfaces and suspend grease or oil. Can include liquid soap, enzymatic cleaners, and detergents.
Cleaning solution	by the manufacturer.
Contact time	The time that a disinfectant must be in contact with a surface or device to ensure that appropriate disinfection has occurred. For most disinfectants, the surface should remain wet for the required contact time.
Contribution	The combined amount of the employer and employee contribution to the Private CLEANER Sector Provident Fund ("the Fund") shall be payable monthly to the Fund by each employer in the sector in respect of each of their employees whose conditions of employment are governed by the Bargaining Council Main Collective Agreement or the Sectoral Determination
Damp dusting	Dusting or wiping of surfaces. Must always be done with a damp cloth. The cloth must be dampened in clean water containing a detergent. The detergent breaks the surface tension of the water, allowing the dust particles to cling to the cloth. Then the cloth is wrung tightly to remove most of the water before being used to wipe down surfaces.
Commencement Date	The date the Contract commences being the date that the Department makes the award and the SP accepts same.
Contract Period	The period from the Commencement Date to the date that the Contract expires. The Contract period will be 3 years.
Day	A period of 24 consecutive hours reckoned from the time such employee usually commences work and daily has a corresponding meaning.
Cleaning product (cleaning agents)	Liquids, powder, sprays, or granules that remove organic material (e.g. dirt, body fluids) from surfaces and suspends grease or oil. Can include liquid soap, enzymatic cleaners and detergents
Department	The Western Cape Department of Health and Wellness (WCDHW).
Disinfection	A thermal or chemical process for destroying of inactivating microorganisms on surfaces inanimate objects. Chemicals that inactivate/kill microorganisms. Must not be used for routine cleaning. Only use after cleaning with soap and water.
Disinfectants	Chemical compounds that inactivate (i.e., kill) pathogens and other microbes and fall into one of three categories based on chemical formulation: low-level, mid-level, and high-level. Disinfectants are applied only to inanimate objects. All organic material and soil must be removed by a cleaning product before application of disinfectants. Some products combine a cleaner with a disinfectant.
Department's Representative	Such party/s as the Department may appoint as the Department's Representative/s for the purposes of the Contract. The Department will inform the SP of such appointment/s in writing.
Districts	Cape Winelands District
District Office	The Department's administrative office in the District.
Environmental cleaning	Cleaning and disinfection (when needed, according to risk level) of environmental surfaces (e.g., bed rails, mattresses, call buttons, chairs) and surfaces of noncritical patient care equipment (e.g., IV poles, stethoscopes).
Employee	Any person who works for another person or who in any manner assists in carrying on or conducting the business of an employer, and who receives, or is entitled to

	receive, any remuneration, and "employed" and "employment" have a corresponding meaning, and which also includes those persons who qualify to be deemed as employees in terms of the Contract and who do not fall under the jurisdiction of any other agreement or bargaining council agreement.
General patient areas	Outpatient or ambulatory care wards and inpatient wards with patients admitted for routine medical procedures who are not receiving acute care (i.e., sudden, urgent, or emergent episodes of injury and illness that require rapid intervention).
Hand hygiene	Any action to remove dirt, organic material, or microorganisms from the hands. Hand hygiene can be done by hand wash for 40-60 seconds with soap and water or handrub for 40 seconds with 70% alcohol sanitizer.
Health Facility	Any facility under the management of the WCGHW.
High-level disinfection	Kills all microorganisms, except for small numbers of bacterial spores.
High-touch surfaces	Surfaces, often in-patient care areas, that are frequently touched by healthcare workers and patients (e.g., bed rails • bed frames • moveable lamps • tray table • bedside table • handles • IV poles • blood-pressure cuff, overbed table, doorknobs, medication carts).
Low-level disinfection	Inactivates most vegetative bacteria, some fungi, and some viruses in a practical contact time, but does not kill more hardy viruses (e.g., non- enveloped), bacterial genus (e.g., mycobacteria), or bacterial spores.
Low-touch surfaces	Surfaces that are minimally touched by healthcare workers and patients (e.g., walls, ceilings, floors).
Manager	An employee who is charged by an employer with the overall supervision over, responsibility for and direction of the activities of an establishment or part of an establishment engaged therein but does not include any employee in the same establishment who relieves or acts for a manager during a manager's absence.
Microfiber cloths	Cloths made from a tightly woven combination of polyester and polyamide (nylon) fibres.
Mid-level disinfection (also intermediate- level disinfection)	Kills inactivate vegetative bacteria, including mycobacteria, most viruses, and most fungi, but might not kill bacterial spores.
Multidrug- resistant organisms (MDRO) and pathogens	Germs (viruses, bacteria, and fungi) that develop the ability to defeat the drugs designed to kill them. Typically refers to an isolate that is resistant to at least one antibiotic in three or more drug classes.
Night Shift	Work which is performed between the hours of 18h00-06h00 or 19h00 - 07h00
Non-critical patient care equipment	Equipment, such as stethoscopes, blood pressure cuffs and bedpans/support, that comes into contact with intact skin.
Patient care areas	Any area where patient care is directly (e.g., examination room) and indirectly (e.g., medication preparation area) provided. Includes the surrounding healthcare environment (e.g., patient toilets).
Attendance sheet	An attendance sheet is a document used to record the presence or absence of individuals at a workplace.
Personal protective equipment (PPE)	Clothing or equipment worn by staff to protect themselves against hazards (e.g., blood or body fluids) eg apron, gloves, gumboots for when scrubbing floors, goggles/face shields, masks including N95 respirator masks.

Premises  Any land and any building or structure above or below the surface of any land.  Any day that is a public holiday in terms of the Public Holidays Act, 1994 (Act. number 36 of 1994).  Remuneration  Any payment in money or kind, or both in money and kind, made or owing to any person in return for that person working for any other person, including the State, and "remunerate" has a corresponding meaning.  Reliever  An employee (a) who reports for duty at a specific place and time; and (b) who must remain at the specific place who is required to relief any other employee who may be on lunch, fea, tollet break or absent from duty.  Reusable rubber gloves (also referred to as domestic gloves)  Routine cleaning  The regular cleaning (and disinfection, when indicated) when the room is occupied to remove organic material, reduce microbial contamination, and provide a visually clean environment. Emphasis is on surfaces within the patient zone.  Material Safety data sheet (MSDS)  (MSDS)  Scheduled  Cleaning (and disinfection, when indicated) when the room is occupied to remove organic material, reduce microbial contamination, and provide a visually clean environment. Emphasis is on surfaces within the patient zone.  Material Safety data sheet (MSDS)  Scheduled  Cleaning (and disinfection, when indicated) when the room is occupied to remove organic material, reduce microbial contamination, and provide a visually clean environmental and how to was safely with it. It also contains information on the product's potential hazards (health, fire, reactivity, and environmental) and how to was safely with it. It also contains information on the use, storage, handling, and emergency procedures.  Scheduled  Cleaning (and disinfection, when indicated) that occurs concurrently with routine cleaning and disinfection with a manager.  Terminal (discharge)  Cleaning and disinfection after the posting point for duty. Cleaners on every shift must be inspected before being deployed by the SP. Cleaners will not on their own change shi		
Public Hollday  Any day that is a public holiday in terms of the Public Holidays Act, 1994 (Act. number 36 of 1994).  Remuneration  Any payment in money or kind, or both in money and kind, made or owing to any person in return for that person working for any other person, including the State, and "remunerate" has a corresponding meaning.  Reliever  An employee (a) who reports for duty at a specific place and time; and (b) who must remain at the specific place who is required to relief any other employee who may be on lunch, tea, tolled break or absent from duty.  Reusable rubber gloves (also referred to as domestic gloves)  Routine cleaning  The regular cleaning (and disinfection, when indicated) when the room is occupied to remove organic material, reduce microbial contamination, and provide a visually clean environment. Emphasis is on surfaces within the patient zone.  Material Safety data sheet (MSDS)  Adocument by the supplier or manufacturer of a chemical product that contains information on the product's potential hazards (health, fire, reactivity, and environmental) and how to work safely with it. It also contains information on the use, storage, handling, and emergency procedures.  Scheduled cleaning (and disinfection, when indicated) that occurs concurrently with routine cleaning and aims to reduce dust and soiling on low-touch surfaces.  Self-posting  A Cleaner must not post him-/ herself at the posting point for duty. Cleaners on every shift must be inspected before being deployed by the SP. Cleaners will not on their own change shifts and must be posted by the supervisors or site manager.  Terminal (discharge) Cleaning and disinfection after the patient is discharged or transferred and also discharged from an isolation room. Includes cleaning from top to bottom, for the removal of organic material and significant reduction and elimination of microbial contamination.  Three-bucket system  Cleaning system for cleaning solution, the second bucket contains disinfectant solution, and the third bucket con	Province	Western Cape Province.
Remuneration Any payment in money or kind, or both in money and kind, made or owing to any person in return for that person working for any other person, including the State, and "remunerate" has a corresponding meaning.  Reliever An employee (a) who reports for duty at a specific place and time; and (b) who must remain at the specific place who is required to relief any other employee who may be on lunch, tea, toilet break or absent from duty.  Reusable rubber gloves (also referred to as domestic gloves or household gloves)  Routine cleaning The regular cleaning (and disinfection, when indicated) when the room is occupied to remove organic material, reduce microbial contamination, and provide a visually clean environment. Emphasis is on surfaces within the patient zone.  Material Safety data sheet (MSDS)  Scheduled Cleaning (and disinfection, when indicated) when the room is occupied to remove organic material, reduce microbial contamination, and provide a visually clean environmental. Emphasis is on surfaces within the patient zone.  Scheduled Cleaning and disinfection, when indicated health, fire, reactivity, and environmental and how to work safely with it. It also contains information on the use, storage, handling, and emergency procedures.  Scheduled Cleaning (and disinfection, when indicated) that occurs concurrently with routine cleaning and aims to reduce dust and soiling on low-touch surfaces.  Self-posting  A Cleaner must not post him-/ herself at the posting point for duty. Cleaners on every shift must be inspected before being deployed by the SP. Cleaners will not on their own change shifts and must be posted by the supervisors or site manager.  Terminal (discharge) cleaning and disinfection after the patient is discharged or transferred and also discharged from an isolation room. Includes cleaning from top to bottom, for the removal of organic material and significant reduction and elimination of microbial contamination.  Three-bucket system  Cleaning of disinfection after the patient is discharge	Premises	Any land and any building or structure above or below the surface of any land.
Reliever  An employee (a) who reports for duty at a specific place and time; and (b) who must remain at the specific place who is required to relief any other employee who may be on lunch, tea, toilet break or absent from duty.  Reusable rubber gloves (also referred to as domestic gloves)  Routine cleaning  The regular cleaning (and disinfection, when indicated) when the room is occupied to remove organic material, reduce microbial contamination, and provide a visually clean environmental) and how to work safely with it. It also contains information on the use, storage, handling, and emergency procedures.  Self-posting  A Cleaner must not post him-/ herself at the posting point for duty. Cleaning and disinfection and selicition, one bucket contains a detergent or cleaning and the hisrobucket system  (discharge)  Cleaning and disinfection after the patient is discharged or transferred and also discharged from an isolation room. Includes cleaning from top to bottom, for the regent or cleaning system for cleaning and disinfection. One bucket contains a detergent or cleaning system for cleaning and disinfection, and the third bucket contains disinfectant or disinfectant solution, and the third bucket contains disinfection. One bucket contains a detergent or cleaning system for cleaning and disinfection). One bucket contains a detergent or cleaning system for cleaning only (not disinfection). One bucket contains a detergent or cleaning solution, and the second bucket contains clean water for rinsing the mop.  To divide facilities in the different geographical Rural areas within Cape Winelands	Public Holiday	
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system detergent or cleaning solution, and the second bucket contains clean water for rinsing the mop.  To divide facilities in the different geographical Rural areas within Cape Winelands	Three-bucket system (mopping)	detergent or cleaning solution, the second bucket contains disinfectant or
		detergent or cleaning solution, and the second bucket contains clean water for
	Zones	

#### PRICING SCHEDULE

RENDERING OF CLEANING SERVCICES TO THE WESTERN CAPE DEPARTMENT OF HEALTH AND WELLNESS (WCDHW) FACILITIES IN THE CAPE WINELANDS, DISTRICT'S FOR A THREE (3) YEAR PERIOD.

NAME OF SERVICE PROVIDER:	BID NO: WCGHSC 0453/2025
CLOSING TIME: 31 Oct 2025 at 11:00A.M OFFER TO BE VALID FOR 120 DAYS	FROM THE CLOSING DATE OF BID

All offers submitted must be VAT inclusive. SP's who are not VAT vendors/ registered must indicate if their pricing is inclusive or exclusive of VAT.

#### **NOTICE**

See attached excel spreadsheet to be completed – Annexure A. Bidder to complete only the yellow fields on the spreadsheet.

#### **PLEASE NOTE: Multiple Award Contract Instructions**

**Note:** This is a multiple awards Contract making provision for the award of Zones to different SPs SPs may submit offers for one or multiple Zones. Only one bid document is required, with offer amounts filled in the appropriate spaces and the remainder marked "No Offer". The process outlined in 5.4 (RECOMMENDATION) will apply in awarding the Zones.

#### Instructions for SPs:

Complete this section for each Zone for which an offer is made.

Failure to complete a section will be deemed as no offer for the specific Zone omitted. This is a multiple award Contract making provision for the award of the Zones below: 'List of Facilities per Zone, see **point36**', to different SP's. Consequently, SP's may submit an offer for one Zone or offers for more than one Zone. Only one bid document (this document) is required for the submission of all offers made, by filling in the offer amount(s) in the appropriate space/s provided and marking the remainder "No Offer".

THIS SECTION MUST BE COMPLETED BY THE SP FOR EACH TONE FOR WHICH AN OFFER IS MADE INCLUDING.

THIS SECTION MUST BE COMPLETED BY THE SP FOR EACH ZONE FOR WHICH AN OFFER IS MADE INCLUDING FAILURE TO COMPLETE A SECTION WILL BE DEEMED AS NO OFFER BEING RECEIVED FOR THE SPECIFIC ZONE OMITTED.

#### **RURAL AREA**

		_
	Zone1: Langeberg Sub-District	
WC ZONE (Please Mark)		
BIDDERS NAME		
EMAIL ADDRESS		
CELL NO	OFFICE TEL	
BIDDERS PHYSICAL ADDRESS 1		
BIDDERS PHYSICAL ADDRESS 2	TOWN	

MO 70NE (DI M )	Zone2: Breede Valley Sub-District	
WC ZONE (Please Mark)		
BIDDERS NAME		
EMAIL ADDRESS		
CELL NO	OFFICE TEL	
BIDDERS PHYSICAL ADDRESS 1		
BIDDERS PHYSICAL ADDRESS 2	TOWN	
	Zone 3: Witzenberg Sub-District	
WC ZONE (Please Mark)		
BIDDERS NAME		
EMAIL ADDRESS		
CELL NO	OFFICE TEL	
BIDDERS PHYSICAL ADDRESS 1		
BIDDERS PHYSICAL ADDRESS 2	TOWN	
	Zone 4: Drakenstein Sub-District	
WC ZONE (Please Mark)		
BIDDERS NAME		
EMAIL ADDRESS		
CELL NO	OFFICE TEL	
BIDDERS PHYSICAL ADDRESS 1		
BIDDERS PHYSICAL ADDRESS 2	TOWN	
	Zone 5: Stellenbosch Sub-District	
WC ZONE (Please Mark)		
BIDDERS NAME		
EMAIL ADDRESS		

CELL NO	OFFICE TEL	
BIDDERS PHYSICAL ADDRESS 1		
BIDDERS PHYSICAL ADDRESS 2	TOWN	

Note: Please ensure that your price per month includes the latest minimum wage rate as published in the government Gazette. Bidders that do not comply to the latest hourly rate will not be considered The bid will be adjudicated on the total cost over the three (3) year period. Please ensure that your costing is correct as corrections cannot be made after bid closure.

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

#### WCBD 3.1/2

#### **DEFINITION OF PRICING STRUCTURES**

- **Firm Prices:** Subject to adjustments due to changes in customs, excise duty, or other binding duties, levies, or taxes.
- Fixed Period Adjustments: Three-tier prices (1st, 2nd, and 3rd year).
- Rate of Exchange Variations: Complete the provided table.
- Claims: Must be made within 60 days of delivery.
- Benefits: Pass on favourable exchange rate benefits to the Western Cape Government.
- **Details Required:** Financial institution, currencies used, price portions subject to exchange rate variations, and amounts remitted abroad.

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

#### WCBD 3.1/2

#### 1. Non-firm prices

Non-firm prices are prices linked to proven adjustments.

1.1. It is compulsory that the variable factors and their weights be indicated where prices are linked to proven adjustments.

The table below serves only as a guide and service providers must include all other information deemed necessary.

ITEM NO	PRICE	OVERHEADS AND PROFIT	VARIABLE FACTOR (Provide factor e.g manufacturer increase)	WEIGHT OF VARIABLE FACTOR/S

1.2. In cases where prices are subject to the escalation formula, the following table must be completed.

In this category price escalations will only be considered in terms of the following:

$$Pa = \left(1 - V\right)Pt\left(D1\frac{R1t}{R1o} + D2\frac{R2t}{R2o} + D3\frac{R3t}{R3o} + ...Dn\frac{Rnt}{Rno}\right) + VPt$$

Where:

**VPt** 

Pa = The new escalated price to be calculated.

(1-V) P = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.** 

D1, D2 = Each factor of the bid price eg labour, transport, clothing, footwear, etc. The total of the various factors D1, D2 etc. must add up to 100%.

R1t, R2t = Index figure obtained from new index (depends on the number of factors used).

R10, R20 = Index figure at time of bidding.

= 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

Z. III	e rollowing index/indices was/were used	io calculate i	ne bia price.		
	2.1. Index dated	Index	dated	Index dated	
	Index dated In	ıdex	dated	Index dated	
WC	BD 3.1/2				
2.2.	Please furnish a breakdown of your price factors must add up to 100%.	e in terms of c	bove-mentior	ned formula. The total of the vari	ous
	FACTOR (D1, D2 etc. e.g. Labour, transport et	c.)	PER	CENTAGE OF BID PRICE	
					1

**PLEASE NOTE**: Proven cost adjustments and formula-based adjustments cannot both be considered at the same time.

# TECHNICAL Specifications: **Provisioning of Comprehensive Cleaning Services**

Scope: Provisioning of a comprehensive cleaning service for various health facilities within the Cape Winelands District, including Breede Valley sub-district, Cape Winelands District Office, Langeberg Sub-district, Witzenberg Sub-district, Drakenstein Subdistrict, and Stellenbosch Sub-district.

Client: **Department of Health and Wellness**, **Western Cape Government**.

Duration: Three (3) year period.

### SECTION A: BIDDING PROCEDURE 1 Invitation to BID

- 1.1 The Western Cape Department of Health and Wellness (WCDHW) invites bids for WCGHSC0453/2025 for cleaning services in the Western Cape for three years in the Cape Winelands District.
- 1.2. Service Providers (SPs) must complete the attached WCBD 3.1/Electronic Pricing Schedule (Annexure A, Excel document) available on the e-Tender Portal.
- 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 document must be acknowledged by marking the applicable "Yes" or "No" block with an "x".

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

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

NO.	COMPULSORY DOCUMENTS	DESCRIPTION	COMPLANCE – INCICATE YES/NO COMMENTS
1.	WCBD 1	Invitation to Bid to be completed and signed by authorised official, and proof of such authorised official's authority to submit the bid must be submitted where necessary, for instance where the bidding entity is a Trust or Company.	Yes No
2.	WCBD 3.1	Pricing Schedule to be completed in full.	Yes No
3.	WCBD 4	Declaration of Interest Form to be completed in full.	Yes No
4.	WCBD 6.1	Preference Points Claim Form (90/10) to be completed in full.	Yes No
5.	Current and valid Public Liability Insurance Fund Document to the minimum value of five million rand (R 5 000 000. 00) per Adverse Incident	Proof to be valid from time of bid closing and to be maintained for the duration of the Contract period.	Proof must be submitted on commencement of the contract and must be submitted annually
6.	Company Registration Certificates	CK1 (Registration of Company) and CK2 (Change of Name or Ownership	Yes No
7.	Close Corporation Certificates	CK1 (Registration of Closed Corporation) and CK2 (Change of Name or Ownership)	Yes No
8.	Joint Ventures	Partnership Agreement	Yes No
9.	Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations of the Act	Is the bidder prepared to accept full responsibility in terms of Section 37(2) of the said Act?	Yes No

10.	Current and valid registration Compensation for Occupational Injuries and Disease Act (COIDA  Letter of Good standing must be valid at time of bid closing. Pending renewals must be finalized at the time of the award, otherwise the bid would be deemed non-compliant.		Yes	No
DECLA	RATION			
Name (	of company/ entity:		•••••	
VAT reg	gistration number:		•••••	
Compo	any Registration number:		• • • • • • • • • • • • • • • • • • • •	
	ne undersigned, who is / are duly omply with the above-mentione	authorised to do so on behalf of the cond requirements.	npany/f	irm, certify that
Signatu	ıre:			

1.3. The completed electronic pricing schedule must be saved to a flash drive, named with the bid number and business name, and submitted with the bid. Ensure the file is not locked, corrupted, or password protected. Bidder must only complete the yellow fields.

Place

.....

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

SIGNATURE FULL NAMES Commissioner of Oaths

.....

**Business Address:** 

#### 2. Information to Service Providers

#### 2.1. Mandatory Requirements:

- Submit valid original or certified copies of compulsory documents, fully completed and signed where applicable and returned in order to constitute a compliant offer. Failure to meet these compulsory requirements, whilst taking into consideration paragraph 2.2 will disqualify your offer.
- 2.2 SP's must furnish all the information required for this bid document with the indicated amount of detail to ensure compliancy of the bid. Compulsory documents left blank without any indication of response by the SP to the requested information in the compulsory document will be deemed an omission of the requested information and will not be considered.
- 2.3 SP's must ensure that their bids are completed and that they sign all relevant standard bidding documents (WCBD). SP's should not use corrective fluid on any documents submitted.

  Alterations/corrections to inserted information may only be performed as follows:

Strike a line through the incorrect information, write the corrected information as appropriate (under, above or next to the information to be corrected), and initial at every incidence of alteration/correction.

#### 3. PRICING INSTRUCTIONS

- 3.1. Department reserves the right to negotiate a flat rate with compliant service providers for each or all Zones they have submitted an offer for, for the duration of this contract.
- 3.2. The SP will be paid for the requested service, an amount in accordance with the accepted price inclusive of VAT.

#### 3.3. Annual Price Adjustment

- 3.3.1. Where applicable, an annual price adjustment will be effective when signed and gazetted in the Government Bulletin and be based on the Main Collective agreement of the National Bargaining Council as amended from time to time. SP's are instructed to fully complete the WCBD 3.1/2; failure to complete this form will prevent The Department from accurately determining the applicable increase and may lead to SP's not being eligible for annual price adjustments. (Inclusive of the relevant tables).
- 3.3.2. SP's to complete WCBD 3.1/2, Non-firm prices table 2.1 on page 20.

#### 4. THE BID CONDITIONS

#### 4.1. General conditions of bid

- 4.1.1. This bid and all contracts emanating therefrom will be subject to the Government Procurement General Conditions of Contract (GCC), July 2010, published by National Treasury. The Special Conditions of Contract (SCC) are supplementary to that of the GCC. The SCC for this bid, the SP's offer and the GCC will form part of this contract. Where the SCC conflict with the GCC, the SCC will prevail.
- 4.2. All SP's participating in the bid must comply with the bid conditions. They shall execute their duties and obligations as set out in these bid conditions, timeously and with integrity and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive or illegal practices.
- 4.3. SP's may not submit a bid without having a firm intention, and the capacity, to proceed with the contract.

- 4.4. **The** Department may accept or reject any bid offer and may cancel the bid process and reject all bids at any time before the formation of a contract, due to the following reasons inter alia:
- 4.4.1. Changed circumstances and there is no longer a need for the services specified in the invitation.
- 4.4.2. Funds are no longer available to cover the total envisaged expenditure.
- 4.4.3. No acceptable tender is received; and
- 4.4.4. There is a material irregularity in the bid process.
- 4.5. The Department shall not accept or incur any liability to a SP for such cancellation or rejection but will give written reasons for such action upon written request to do so.

#### 5. BID EVALUATION PROCESS

5.1 The procedure for the evaluation of responsive bids will be as follows



## 5.2. PHASE 1: COMPLETING BID DOCUMENT FORMS AND PRICING SCHEDULE, COMPLIANCE TO COMPULSORY SITE MEETING AND COMPLIANCE TO COMPULSORY DOCUMENTS OF THE BID

5.2.1 During this phase bids of SP's who attended the compulsory briefing session, are evaluated for compliance to the compulsory requirements of the bid (bid conditions) inclusive of all relevant bid documents being duly completed, signed and submitted as part of the bid and that all supporting documentation was provided in line with the conditions of the bid. Failure to comply with these requirements may result in disqualification of your offer.

#### 5.3 PHASE 2: PRICE AND B-BBEE PREFERENCE POINT SCORING EVALUATION

- **5.3.1.** The bidder's prices will be determined based on all associated cost applicable to the zone
- **5.3.2.** Preference Points shall be awarded as follow
  - o Price: Maximum 80 points
  - o B-BBEE Level: Maximum 20 points
  - o Total Points: B-BBEE points will be added to the price points.
  - **Preference Claim**: Only bidders who complete and sign the preference claim form (WCBD6.1) will be considered for preference points.

#### **5.4 PHASE 3: RECOMMENDATION**

• SPs appointed under this tender are responsible for cleaning health facilities and office buildings, which are essential for public health care services. Maintaining cleanliness in these buildings is crucial to

prevent the spread of infections and ensure a safe environment for patients and staff. These facilities house vital items like medication, medical equipment, and furniture, which must be kept clean to ensure uninterrupted health services. Cleaning services are essential for maintaining hygiene and safety, especially in high-risk areas such as mental health care facilities and other sensitive environments.

#### **SECTION B: CONDITIONS OF CONTRACT**

#### 6. Service Standards and Compliance

The SP shall render services in accordance with the standards set out in this document and the SOP. The SP must comply with the terms of the Contract, and the Code of Conduct.

#### 7. Consumables materials, PPE and chemicals

- 7.1 The Department of Health and Wellness will provide some of the cleaning materials and the Bidder must provide the PPE as Annexure B)
- 8. The Contractor shall provide the equipment for the cleaning services to be rendered. This will include, but not limited to, buff machines, vacuum cleaners, mops and mop trolleys, brooms, window cleaners (with telescopic handle), ladders, etc. The Contractor must provide all the appropriate cleaning equipment. Using the appropriate cleaning tools is crucial; refer to Annexure B.
  - a) When clearly soiled, or at the conclusion of each day, all cleaning supplies, carts, and accessories must be cleaned.
  - b) To lower the possibility of cross contamination in several places, cleaning equipment should be labelled using a color-coding system:

Table 3: Color Coding	
Red cloth/ mop/ bucket	for highly contaminated areas, such as toilets, showers, wash-up rooms, sluice rooms.
	Suitable for sanitary fittings and washroom floors. To be used in areas considered to be a high risk in relation to the spread of infection, notably sanitary fittings within toilets, washrooms, wet changing areas etc. This includes all associated fixtures and fittings.
Blue cloth/ mop/ bucket	general areas including wards, offices, and hand wash basins in public areas.
	Suitable for general low risk areas. Generally used when cleaning areas that are considered to present a low risk of infection. All equipment can be used to clean classrooms, corridors, offices, reception areas etc.
Green cloth/ mop/ bucket	bathroom (basin, bath, and showers), ward/consulting room basins.
	Suitable for general food and bar use. All kitchen areas within an establishment should use green equipment. In a commercial kitchen, there are usually toilets, offices and storerooms and in those cases, the other relevant colors should still be adopted, where food is not prepared.
White cloth/ mop/ bucket	Kitchen areas (food preparation and serving).

Yellow cloth/ mop/ bucket	Isolation areas.
	Suitable for wash basins and washroom surfaces. Should be used in washroom areas for cleaning all fixtures, fittings and surfaces that are not considered critical in terms of infection. These include worktops, doors, pipework, towel dispensers, sinks and basins.

#### 9.Contractors office

- 9.1 It shall only be used for the purpose of an office, safekeeping (lockers) and changing facilities as described in the Regulations.
- 9.2 The Contractor shall provide his own safekeeping lockers for his own staff.
- 9.3 The Contractor is to devise and implement control systems to prevent vandalism, graffiti, theft and damage to the building infrastructure and fittings etc.
- 9.4 The Contractor shall ensure that adequate notices are displayed informing all users that the safekeeping facilities (lockers) are used at their own risk.
- 9.5 The Department shall be responsible for normal maintenance issues via leaking taps, locks, lighting, blockages, etc. which are to be reported to the Assistant Director: Support Services.
- 9.6 Use of the Toilets is to be permitted for any person. No prior authorization will be required.
- 9.7 Breede Valley, Drakenstein Sub-District, Langeberg Sub-District, Stellenbosch Sub-districts will only provide an office for a suitable designated area for the Service manager.
- 9.8 Service Provide will have to provide suitable office similar or equal to an container, Nutec structure at Witzenberg, allocated space will be provided by the Sub-district at Ceres Hospital.

#### 10.Conduct of Cleaning Officers

The SP shall ensure that all Cleaning Officers maintain the highest standard of conduct.

#### 11. Requirements for cleaning staff

- a) All staff must be trained by a qualified trained facilitator in the correct methods of cleaning and disinfection relating to their job category, According to Practical Manual for Implementation of the National Infection Prevention and Control Strategic Framework 2020, proof of training needs to be submitted within 2 weeks of appointment.
- b) Staff must be presentable, clean and practice good personal hygiene.
- c) Staff must wear clean, appropriate, and identifiable regulation uniforms. If the uniform becomes soiled or wet, it must be changed.
- d) Hand Hygiene must be performed:
  - at the beginning and end of each shift.
  - after handling contaminated items.,
  - before and after meals or smoking.
  - after handling cleaning chemicals.

- after using the bathroom.
- after removing gloves and between tasks; and
- if hands are potentially contaminated with blood or body fluids.
  - e) No eating, drinking, or smoking is allowed except in specific designated areas.

    Staff are not allowed to wear listening devices (headphones, ear pods) during working hours.
- Staff working in specialised areas, such as the operating theatres, must adhere to the specified dress code for those areas.
- Staff, including management, must be trained in the effective cleaning processes, appropriate equipment and use of detergents and disinfectants and proper cleaning methods for various areas in a facility, including infection prevention and control.
- Records of cleaning staff training must be kept and be available for inspection.

#### 12. Management and Supervision

The SP is responsible for the overall management and supervision of Cleaning Officers.

#### 13. Inspection and Posting

The SP must conduct staff inspection during shift changes. No self-postings are allowed. Alternative posting methods may be considered in rural zones. The SP must ensure timely posting of cleaning staff and inform the Facility Manager of any delays.

- 13.1 The facility external cleaning Supervisor and cleaning Service Manager must report to the Facility Manager or their delegate for every visit and sign the relevant register. Hospital visits must occur once a week, and clinic visits must occur monthly. All facility inspections must take place during the prescribed timeframes. Any external inspector visits outside the specified timeframes will be considered non-compliant, and penalties will be issued.
- 13.2 Cleaning Supervisor: Conducts daily visits to the facility to ensure that cleaning standards are upheld and to address any immediate operational issues.
- 13.3 Cleaning Area Manager: Conducts weekly visits to the hospital and monthly visits to clinics and CDC to perform comprehensive inspections, evaluate performance, and address broader operational issues.
- 13.4 Prior to the commencement of the Contract the SP must familiarise itself with the duties and tasks as per the standard operating procedure ("SOP") annexure C to be performed at the facility and must implement them accordingly.
- 13.5 The SP shall ensure that all its Cleaning staff/s shall report for all shifts on time to facilitate a smooth shift change over.
- 13.6 The SP shall ensure that all cleaning staff posted are dressed in accordance with the corporate uniform and dress standards; jacket, shirt, pants, skirts, company name badge and protective shoes.

#### 4. Immunisation Against Hepatitis B

14.1 The SP must ensure that all cleaning staff at Department facilities are immunised against Hepatitis B at the SP's expense. Evidence of immunisation must be provided within 5 days of contract commencement, with follow-up immunisations at 30 days and 6 months. Staff must remain immunised against Hepatitis B for the duration of the contract, with all associated costs covered by the SP. The immunisation will be the responsibility of the SP, as per Regulation 37.2 OHS Act. h68/2024. The Department will not administer or store any of the vaccine vials.

#### 15. Local Employment

The SP shall ensure as far as possible to employ cleaning staff within the demographic and community
of the facility.

#### 16. PROFILE OF CLEANING STAFF

- All Cleaning staff intended to be posted at the facility (s) MUST comply with the following requirements and proof must be submitted to the Facility Manager before posting of any Cleaning staff. Without the proof submitted, NO Cleaning staff will be allowed to be posted at the facility(s). The profile must include the following documents:
- 16.2 Identity Document (I.D.) must be South African citizen. The Cleaning staff must be a citizen or a permanent resident permit of South Africa.
- 16.3 SAPS criminal background check at the cost of the SP.
- 16.4 Proof of employment signed by both parties.
- 16.4.1 Must be able to communicate, in two (2) of the three (3) official languages of the Western Cape, unless otherwise specified, able to write in the business language of the WCG which is English.
- 16.5 Must be physically fit.
- 16.6 Profile must also include proof of training, N95 fit test, and a confidentiality agreement.

#### 17. CLEANING RELIEF STAFF

- 17.1 It is the responsibility of the SP(s) to ensure uninterrupted cleaning service at all facilities; therefore, the appointed SP must provide sufficient cleaning staff to ensure all posting points are always serviced and during all types of leave, and or any emergencies, at their own cost
- 17.2 In accordance with BCEA, 1997; an employer must give an employee who works continuously for more than five hours a meal interval of 30 minutes to 1 hour. Any deviation from this requirement will construe non-compliance and contract management principles will be applied and penalties issued.
- 17.3 All reliever employees must be fully trained, of the same gender as the cleaner they are relieving, and familiar with the specific requirements of the facility. As far as reasonably practicable, relievers must match the gender of the cleaner they are replacing.

#### 18. CLEANING STAFF DUTIES

18.1 Prior to commencement of the contract, detailed activities to be carried out for each post will form the basis of a SOP must be drafted and signed off in collaboration between the Facility Manager and SP.

#### 19. Uniform:

#### 19.1 Standard uniform

Uniform policy to be compiled together with Contract Manager. Deadline for implementation of uniform policy is 1 months after initiation of contract. But if staff are appointed / replaced during the course of the contract, they should wear the proper uniform attire within 5 working days of commencement of duty (where after applicable penalties will apply). This includes protective shoes for all staff.

#### 19.2 ID badge

A clear identification card of the Service Provider with the member's photo and full name worn conspicuously (visibly) on his/her person at all times must be replaced within 7 working days.

#### **20**. Penalties and Pro Rata Deductions

- a. Deduction and penalties will be incurred against the Service Provider for every hour for work not performed according to the bid specifications and conditions (part of an hour will be regarded as a full hour)
- b. The Service provider will be penalized, and pro rata deductions will be made for not adhering to Bid Specifications.

#### **Miscellaneous Penalties**

The Service Provider will be penalized, and pro rata deductions will be made for not adhering to bid specifications. Here are the miscellaneous penalties:

- Late Postings
  - o Penalty: R100.00 per person
  - o Condition: After half an hour of commencement of shift
- Failure to Post
  - o Penalty: R500.00 per person per day
  - Condition: After 1 hour of commencement of shift
- Asleep on Duty
  - o Penalty: R200.00 per occurrence
  - o Condition: To be removed from site should a second similar offence occur
- Failure to Wear and Display Identity Cards
  - o Penalty: R50.00 per occurrence
- Failure to Adhere to Dress Code
  - o Penalty: R100.00 per occurrence
- Absent from Point of Duty
  - o Penalty: R200.00 per occurrence
  - o Condition: For any period during the shift
- Posting of Untrained Staff
  - o Penalty: R200.00 per occurrence
- Failure to Provide a Relief
  - o Penalty: R200.00 per occurrence
- Penalty for Misuse of Cell phones
  - o Penalty: R200.00 per occurrence
  - Improper management of medical waste
  - o Penalty: R200
  - Consumables non-compliance
    - o Penalty: R500.00
- Smoking in non-designated area during working hours
  - o R200.00
- Failure to Provide Equipment (in Working Condition)
  - o Penalty: R500.00 per occurrence

c. All other non-performance will be 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 <u>remedies</u> 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.

Bidders to note the following pertaining to delays in supplier's performance

- 1. The lead time applicable to goods or services is specified in the contract notice, or other confirmation of contract issued to a service provider.
- 2. Only once the contractor has failed to meet this lead time is the service provider considered to be in breach of contract.
- In urgent cases where the delivery of goods and services is critical or delays may cause a
  disruption to service delivery, Institutions may purchase a similar quality and quantity of goods in
  substitution of the ordered goods from an alternative supplier at the expense of the defaulting
  contractor.
- 4. Should the delay not be critical, a penalty will be levied against the service provider by deducting a calculated sum from the contract price, calculated as shown below. The sum shall be the order value multiplied by the number of days late, multiplied by the prime interest rate.,

#### Example:

Penalty = prime Interest Rate  $\div$  100  $\div$  365 x number of days late x order value P = 9%  $\div$  100  $\div$  365 x 10 x R100 P = R0.2466

Excel formula: = (%/100/365\*days\*order value)

#### **Notification of Penalties**

The Department will inform the SP in writing of penalties and provide a copy of the penalty document. The Contract Manager will notify the SP of transgressions via email, including evidence (e.g., photos, video, CCTV footage, staff reports)

#### **Credit Note Requirement**

The SP must provide a credit note within 24 hours of receiving a penalty notice. The Department will not process invoices where penalties are disputed, and credit notes are requested. Payments will be processed once the credit note is received.

• Invoice with control sheet must be handed in to the department on the 1st of every Month.

These penalties are designed to ensure compliance with the bid specifications and maintain a high standard of service.

#### 21. Staff Tearoom:

• The staff tearoom must be furnished by the contractor with a microwave, lockers, and a kettle.

#### 22. Orientation:

• All staff must be available for a once-off orientation on a predetermined date prior to the commencement of the contract. This will be incorporated into the training as per point "e" above. Thereafter, orientation of new and relief staff remains the responsibility of the contractor.

#### 23. Monthly Documentation:

• Documentation of relevant training must be provided to the Contract Manager of the Department before the contract commences and monthly the 20<sup>th</sup> of each month.

#### Duty Roster:

• The Contract Manager must be supplied with the following month's duty roster on the 20th of each month for the following month.

#### 24. Absenteeism Reporting:

• Any absenteeism must be reported, as soon as it is known, on a daily basis to the designated contact person within the Sub-district. Within 1 hour of commencement of services.

#### 25. Daily Reporting:

• The manager/supervisor of the contractor must report on a daily basis to the Contract Manager any issues raised from the daily program/roster.

#### 26. Monthly Meetings:

 The service provider's management team must attend scheduled meetings (monthly or bi-monthly, as agreed) with the designated Contract Manager and relevant stakeholders. These meetings will address cleaning contract performance, challenges, and improvements. Virtual attendance may be permitted where appropriate.

#### **27. INVOICING AND PAYMENTS**

- 27.1 The Department shall pay the all-inclusive price (VAT inclusive) as per the offer submitted for the specified Zones in accordance with the service delivery standards as set out in the bid. The Department reserves the right to not pay for a service not rendered in its entirety or in part.
- 27.2 The Department shall pay the said amounts within 30 (thirty) Calendar Days of receipt of a detailed, valid tax invoice and written confirmation from the Contract Manager on the first day of each month for the preceding month's Services confirming that the Services were rendered satisfactorily during the invoice period.
- 27.3 To allow the Department not to withhold payment of invoices, the Department reserves the right to pay an invoice partially for the satisfactory services provided should there be pending investigations and/or disputes/ discrepancies on any invoices submitted. A revised invoice and relevant credit note (as applicable) to be provided within 24 hours.
- 27.4 SP must provide with the monthly invoice/s, all attendance registers for payment processing. Attendance registers to be checked and signed after each shift.
- 27.5 The payment of all sub-contractors remains the responsibility of the SP and not the Department.
- 27.6 The correctness of the invoice is the responsibility of the SP. At no time will the Department be held liable for errors and backdate payments to compensate for such errors.
- 27.7 The following details must be reflected on the invoices contemplated in clause 7.3:
  - The total amount payable
  - o Specific services rendered,

- Period of service (from/to);
- Facility Name
- o The invoice number;
- o Order number received from the Department.
- o VAT payable; and
- o SP's banking details.
- 27.8 Prior approval must be obtained from the Department to facilitate any changes in banking details.
- 27.9 All payments under this contract shall be made in South African Rand by way of an electronic banking transfer into the bank account of the SP (located in the Republic of South Africa), quoting the invoice number against which payment is to be made.

If the Department is conducting renovations or if the facility is under construction in a manner that prevents the Contractor from rendering services, the Contractor shall not be required to perform services at that site for the duration of such renovations or construction.

No invoices may be submitted or claimed for services at the affected facility during this period. Once the renovation or construction work is completed, the Department's representative or contract manager shall notify the Contractor in writing that services may resume as normal and will specify the resumption date

#### 28 DAMAGES AND LOSSES TO PROPERTY

#### 28.1 Accountability for Negligence

The SP will be held accountable for confirmed incidents of negligence and liable to refund the Department for the full replacement cost, as determined by the Department. The Department will not deal with SP insurance brokers. In cases where private property of patients, officials, other SPs, and visitors is damaged or lost due to the SP's negligence, the SP must fully refund the affected person without involving insurance brokers.

#### 28.2 Payment delays

If there are delays in payment of claims, the Department reserves the right to deduct the amount from the invoice.

#### 28.3 **Protection of Property**

The SP must take all necessary precautions to protect the Department's property, including buildings, equipment, furniture, and fixtures. The SP is liable for the cost of repairs or replacement of any damaged property due to their acts, omissions, or negligence.

#### 28.4 Incident Reporting

The SP must immediately report any incident resulting in property damage or loss to the Department. An incident report must be submitted within 24 hours, detailing the date, time, location, description of the event, and involved parties.

#### 28.5 Insurance Coverage

The Service Provider warrants that it shall maintain valid insurance policies as specified in Clause [X] for the duration of this Agreement. Failure to comply shall constitute a material breach, entitling the Department to terminate with immediate effect.

#### 28.5.1 Insurance Obligations

28.5.1.1 Proof of Coverage: Proof of Coverage: The SP shall submit certified copies of insurance certificates to the Contract Manager before the contract commence, annually thereafter, and within 7 days of renewal.

#### 28.5.2 Non-Compliance Penalties: Failure to maintain insurance: The Department may:

- a) Suspend payments until compliance is proven,
- b) Terminate the contract without penalty, or
- c) Claim damages for breach.
- d) False declarations will result in blacklisting under National Treasury regulations.

#### 28.5.3 Incident Reporting

a) The SP must notify the Department within 24 hours of any incident potentially triggering an insurance claim.

#### 28.5.4 Subcontractor Compliance

a) The SP shall ensure all subcontractors carry equivalent insurance and provide proof upon request.

The Service Provider ("SP") shall maintain, at its own expense, the following minimum insurance coverage for the duration of this Agreement:

Insurance Type	Minimum Coverage	Key Requirements
Public Liability Insurance	R5,000,000 per incident	Covers third-party injury/property damage caused by SP's operations.
Property Damage Insurance	R5,000,000 per incident	Covers damage to government property under SP's care.
Workers' Compensation	COIDA-compliant	As per the Compensation for Occupational Injuries & Diseases Act (No. 130 of 1993).
Employer's Liability	R1,000,000 (recommended)	Covers SP's employees for work-related claims beyond COIDA

• Proof of Coverage: The SP shall submit certified copies of insurance certificates to the Contract Manager before the contract commences, annually thereafter, and within 7 days of renewal.

#### 29. Claims and Compensation

- 29.1 In cases of damage or loss, the Department reserves the right to file a claim against the SP's insurance. If insurance does not cover the full cost; the SP shall compensate the Department for any uncovered losses within 30 days of notification.
- 29.2 The SP agrees to indemnify, the Department from any claims, liabilities, costs, or damages resulting from the SP's negligence, misconduct, or breach of this Contract.

#### 30. Compensation for Non-Compliance

30.1 If it is determined that repeated incidents of negligence on the part of the SP have led to property damage or loss, the Department reserves the right to deduct an amount from the SP's payment as compensation. This amount will be determined at the Departments discretion and will reflect the cost of damages and administrative expenses associated with each incident.

#### 31.Cleaning Schedules and Checklists

- a) Cleaning schedules:
  - Cleaning schedules must be created and followed precisely for every location.

- It is important to establish a clear division of cleaning duties, such as which places and/or things fall within the purview of the nursing staff, and which belong to the cleaners.
- b) Cleaning checklists will be supplied, and each area such as wards, offices, kitchens, restrooms, and waiting areas must have one posted.
  - To be aligned to the cleaning schedule.
  - Signature of cleaning staff after every cleaning session.
  - Signature of supervisor, daily/ weekly for verification.
  - To be filed and kept as evidence for compliance.

#### c) Revised Cleaning Protocol in Compliance with Regulations and Future Pathogen Preparedness

The frequency of cleaning must adhere to current guidelines as well as any updated directives for emerging strains or novel viruses. In healthcare facilities, the following standards apply:

- High-Traffic & High-Touch Areas Clean and disinfect at least twice daily, or more frequently if mandated by public health advisories.
- General Patient & Staff Areas Minimum once-daily cleaning, with enhanced disinfection during outbreaks.
- Isolation & Critical Zones Follow strict, pathogen-specific protocols (e.g., after each use, or as required for new variants/viruses).
- Adaptability Clause Cleaning schedules must be promptly adjusted in response to new scientific evidence, government circulars, or pandemic declarations.
- Note: This framework ensures compliance with existing regulations while maintaining flexibility for future infectious disease threats

#### 32. Training of Cleaning Staff

Training for cleaning staff should be based on the national and healthcare facility environmental cleaning policy. Including waste management, linen management and food service management policies as well?

Training content should include:

- Principles of Infection Prevention and Control
- Specific environmental cleaning tasks, based on facility specific SOP's
- Correct use of detergents, disinfectants, and cleaning solutions
- How to prepare, use, reprocess, and store cleaning supplies and equipment (including PPE)
- Facility layout and key areas for the cleaning program
- Health and safety aspects
  - Training records should be maintained (date, content, and names of trainers and trainees)
  - Competency assessments and refresher training as needed (at least annually)

#### **Cleaning Contract Experiences** 33.

Previous experience in the health facilities over the past two (2) years. References must be submitted together with the completed bid documents.

logemer with the completed bid documents.			
Company/state department/Provincial department:	Period of contract	Value of Contract	Reason for termination
Contact person, Contact number			

#### **SECTION C: SCOPE OF WORK**

#### 34. SCOPE OF WORK

- 34.1 The scope encompasses all aspects related to maintaining a clean, safe, and hygienic environment within healthcare settings. This includes but is not limited to:
- 34.1.1 Cleaning and disinfection of all areas at the Health Facilities (patient rooms, treatment areas, waiting rooms, and common areas).
- 34.1.2 Removal of visible dirt, dust, and debris from surfaces.
- 34.1.3 Disinfection of high-touch surfaces such as doorknobs, light switches, handrails, and medical equipment.
- 34.1.4 Proper waste management and disposal of biohazardous materials.
- 34.1.5 Adherence to infection prevention and control protocols and standards.
- 34.1.6 Training of staff on proper cleaning procedures and use of disinfectants.
- 34.1.7 Monitoring and quality assurance to ensure compliance with cleaning standards and regulations.
- 34.1.8 Collaboration with infection prevention teams to identify and address environmental cleaning issues that may contribute to healthcare-associated infections (HAIs).
- 34.1.9 All cleaning services must be rendered according to attached SOP. See Annexure C

#### SERVICES WHEN AND WHERE NEEDED: (From time to time the services will be needed)

- 34.2 Food services duties
  - a) Serve tea, coffee and meals to patients
  - b) Transport food trolleys and containers between wards and food service unit
  - c) Transport food supplies and crockery between wards and food service unit
  - d) Clean all kitchen utensils, appliances, crockery and cutlery

## 34.3 Laundry Services

- a) Close and mark dirty linen bags
- b) Unpack clean linen bags
- c) In charge of maintaining the linen area's cleanliness, tidiness, hygiene of the linen section and ensuring the linen area remains clean and organized."
- d) Accountable for keeping the linen storage space clean.
- e) Tasked with maintaining cleanliness in the linen zone.
- f) Responsible for the cleanliness of the linen area
- g) Assist housekeeper with management of linen.
- h) Assist with cleaning and deep cleaning of the linen bank

**35. Services areas (**Cleaning area. Frequency, responsible staff, products/techniques, Description of cleaning.

	C <u>lea</u> i	ning Procedure Sui	mmaries	
		Outpatient area		
Area Description	Frequency	Person /Staff responsible	Products / Technique	Additional guidance / Description of cleaning
Waiting / Admission area	At least daily and as needed (e.g., visibly soiled blood/body fluid spills)	Cleaning staff	Clean (neutral detergent and water):  High-touch surfaces Floors	In addition, clean low- touch surfaces on a scheduled basis (e.g., weekly)
Consultation/examination areas	At least twice per day  After each case in paediatrics.	Cleaning staff	Clean (neutral detergent and water):  High-touch surfaces	Last clean of the day: clean the entire floor with neutral detergent and water In addition, clean low-touch surfaces on a scheduled basis (e.g., weekly)
Minor procedure rooms	Before and after (i.e., between every procedure)	Cleaning staff	Clean & Disinfect:  Any surface visibly soiled with blood or body fluids  High-touch surfaces in the patient zone  Floors in the patient zone	Last clean of the day clean & disinfect:  Other high-touch surfaces  Low-touch surfaces  Hand washing basins  Scrub/sluice areas  the entire floor
		NON CLINICAL ARI		
Area Description	Frequency	Person /Staff responsible	Products / Technique	Additional guidance / Description of cleaning
Office Spaces - Offices, Boardrooms, Staff accommodation areas  Meeting & Learning Spaces Lecture rooms, Training rooms, Computer rooms  Common & Circulation  Areas	visibly soiled blood/body fluid	Cleaning staff	Clean (neutral detergent and water):  High-touch surfaces Floors	In addition, clean low- touch surfaces on a scheduled basis (e.g., weekly)

Corridors/Passageways, Foyers, Reception and waiting areas, Lifts, Stairs, Fire escape stairs  Access Points All doors and gates				
Toilets	2 x per shift	Cleaning staff	Clean & Disinfect:  High touch/frequently contaminated surfaces  Handwashing basins Faucets Handles Toilet seat Door handles Floors  Any surface visibly soiled with blood or body fluids	In addition, clean low-touch surfaces on a scheduled basis (e.g., weekly)
Stairs, Lifts	Daily	Cleaning staff		An addition - High Touch Surfaces
Kitchen	Daily	Cleaning staff and Kitchen staff	Clean (neutral detergent and water):  High-touch surfaces Floors	In addition, clean low- touch surfaces on a scheduled basis (e.g., weekly)  Deep cleaning
Grounds, Entrance, back and courtyard and porch "stoepe"	Daily and as needed	Cleaning Staff	Clean (neutral detergent and water):  High-touch surfaces Floors  Any surface visibly soiled with blood or body fluids	In addition, clean low- touch surfaces on a scheduled basis (e.g., weekly)

Sweeping and cleaning all tarred (asphalt) and paved (concrete, brick, or stone) surfaces. Focus on removing debris, dirt, leaves, litter, and loose materials. May include edge cleaning along curbs and gutters. a) Remove general waste from wards to storage area b) Clear grounds from any refuge Removing Medical Waste from Wards to Storage Areas (Including EMS

# **Cleaning Procedure Summaries**

LAUNDRY SERVICES – and can also include request for various ad-hoc laundry services from the cleaning service provider, depending on their needs. These services go beyond regular cleaning and can include: Special Fabric Care, Bulk or Emergency Laundry, Specialty Item Cleaning, Organizational & Additional Services, Eco-Friendly & Allergy-Sensitive Options and Commercial/Short-Term Needs

Area Description	Frequency	Person /Staff responsible	Products / Technique	Additional guidance / Description of cleaning
Soiled Linen Receiving Area	2x daily	Cleaning staff	Clean (neutral detergent and water):  High-touch surfaces Floors	Disinfect floors, surfaces, and carts
Washing Area	Daily	Cleaning staff and Laundry staff	Clean (neutral detergent and water):  High-touch surfaces Floors	Disinfect floors, surfaces, and carts

Clean Linen Storage Area / Dispatch Area	Daily	Cleaning staff and Laundry staff	Clean (neutral detergent and water):  High-touch surfaces Floors	schodulad basis (a a
Staff Facilities	Daily	Cleaning staff	Clean (neutral detergent and water):  High-touch surfaces Floors	schoduled basis (e.a.

General Inpatient area				
Type of clean	Frequency	Person /Staff responsible	Products / Technique	Additional guidance / Description of cleaning
Routine Clean	2 times per shift.	Cleaning staff	Clean (neutral detergent and water):  High-touch surfaces in the patient zone  Handwashing basins  Floors	In addition, clean low- touch surfaces on a scheduled basis (e.g., weekly)
Terminal Clean	At patient discharge, transfer or death	Cleaning staff	Clean & Disinfect:  • High-touch surfaces  • Low-touch surface  • Floors	1.Remove soiled/used per- sonal care items for reprocessing or disposal services. Remove linen for reprocessing services. Remove bed curtains for laundering/clean blinds 4. Reprocess all reusable (noncritical) patient care equipment societal low-and high-touch surfaces and includes the walls 6.Clean and disinfect hand- washing sinks

	Patient toilets					
Area description	Frequency	Person /Staff responsible	Products / Technique	Additional guidance / Description of cleaning		
Toilets for general inpatient and outpatient areas, used by visitors and family members	4 times per shift, (public/shared toilets) and as needed	Cleaning staff	Clean & Disinfect:  High touch/frequently contaminated sur-faces Handwashing basins Faucets Handles Toilet seat Door handles  Floors Any surface	In addition, clean low- touch surfaces on a scheduled basis (e.g., weekly)		

visibly soiled with blood or body
fluids

Patient area floors				
Area description	Frequency	Person /Staff responsible	Products / Technique	Additional guidance / Description of cleaning
Floors in general inpatient and outpatient areas, always cleaned last after other environmental surfaces	3 times per shift	Cleaning staff	Clean (neutral detergent and water):  Clean to dirty, systematic manner (figure-eight pat-tern, regularly rinse in rinse bucket)	Floors may require, depending on the specific patient care area:  More frequent cleaning  Use of a disinfectant

Spills of blood or body fluids				
Area description	Frequency	Person /Staff responsible	Products / Technique	Additional guidance / Description of cleaning
Any spill in any patient or non- patient area	1	Cleaning staff	<ol> <li>Wear appropriate PPE</li> <li>Confine the spill and wipe up immediately with absorbent paper towels (should be dis- posed as infectious waste</li> <li>Clean (neutral detergent and water)</li> <li>Disinfect with hypochlorite 1000ppm (mix granules according to instructions on packet)</li> <li>Reprocess all reusable supplies and equipment</li> </ol>	Mark off spill area (with "wet floor" signs) to prevent contact, as well as accidental slips and falls. Spill kits is available at the operational manager.

Specialized Patient Areas					
	Ol	perating Room / THEATER			
Frequency	Person /Staff responsible	Products / Technique	Additional guidance / Description of cleaning		
Before first procedure	Shared cleaning possible: perioperative nursing/clinical staff and cleaning staff	Disinfect:  • Horizontal surfaces  • Furniture  • Surgical lights  • Operating bed  • Stationary equipment	Records of previous evening terminal clean required, if not or no surgeries on the day prior, perform terminal clean		
Before and after every procedure	Shared cleaning possible: perioperative nursing/clinical staff and cleaning staff	Clean & Disinfect:  High-touch surfaces outside surgical field Any surface visibly soiled with blood or body fluids All surfaces and noncritical equipment and the floor inside the surgical field	Remove all used linen and surgical drapes, waste, and kick buckets, for reprocessing and disposal  Portable noncritical equipment should be thoroughly cleaned and disinfected before and after each procedure		

After last procedure	Shared cleaning possible: perioperative	Clean & Disinfect:	Take care to move the operating table and any mobile
(terminal clean)	nursing/clinical staff and	All surfaces and	equipment to make sure that the
(Terrilliar Clearly	cleaning staff	noncritical equipment in the operating room	floor areas underneath is thoroughly cleaned and
		The entire floor	disinfected
		Any surface visibly soiled with blood or body fluids	Clean & disinfects low-touch surfaces, (e.g., the insides of cupboards and ceiling/walls) on a
		Scrub and utility areas / sinks	scheduled basis (e.g., weekly)

	Specialized Patient Areas					
	Medication Preparation Areas (clinical and pharmacy areas)					
Frequency	Person /Staff responsible	Products / Technique	Additional guidance / Description of cleaning			
Between uses	Cleaner staff	Clean & Disinfect:	None			
		<ul> <li>Countertops</li> </ul>				
		Portable carts used to transport or prepare medication				
Once daily	Cleaner staff	Clean & Disinfect:	Clean & disinfects low-touch			
		All High-touch surfaces	surfaces, (e.g., the insides of cupboards and ceiling/walls) on a			
		• Floors	scheduled basis (e.g., weekly)			

Specialized Patient Areas					
	Ste	rile Services Areas / CSSD			
Frequency	Person /Staff responsible	Products / Technique	Additional guidance / Description of cleaning		
Before and after	CSSD Operator	Clean & Disinfect:	None		
every use		Utility sinks used for washing			
		Semi-critical equipment (e.g., endoscopes)			
Twice daily	Cleaning staff	Clean & Disinfect:	Clean & disinfects low-touch		
		All High-touch surfaces	surfaces, (e.g., top of shelves and walls/vents) on a scheduled		
		<ul> <li>Countertops</li> </ul>	basis (e.g., weekly) during the		
		<ul><li>Surfaces of washing equipment</li></ul>	final daily clean		
		。 Handwashing sinks			
		• Floors			

		Spe	ecialized Patient Areas		
			Mental Health		
Frequency	Person	/Staff responsible	Products / Technique	Additional guidance / Description of cleaning	
Daily, before cleaning any other patient care area	cleaning any other patient		<ul> <li>Clean &amp; Disinfect:</li> <li>High-touch surfaces, with focus on the patient zone</li> <li>Clean:</li> <li>Floors with neutral detergent and water</li> </ul>	In addition: clean low-touch surfaces	
3 Times per day	Cleaning staff		Clean & Disinfect:  High-touch surfaces Low-touch surfaces Floors	1. Remove soiled/used personal care items for reprocessing or disposal 2. Remove linen for reprocessing 3. Remove bed curtains for laundering/clean blinds 4. Reprocess all reusable (non-critical) patient care equipment 5. Clean & disinfect all low-and high-touch surfaces 6. Clean and disinfect	
		Spo	ecialized Patient Areas		
			Radiology		
Frequency		Person /Staff responsible	Products / Technique	Additional guidance / Description of cleaning	
Before and after every procedure		Cleaner	<ul> <li>Clean &amp; Disinfect:</li> <li>Any surface that is visibly soiled with blood or body fluids</li> <li>High-touch surfaces inside the patient zone</li> <li>Procedure table/station</li> <li>Counter tops</li> <li>External surfaces of fixed equipment</li> <li>Floors inside the patient zone</li> </ul>	Remove disposable equipment and reprocess reusable noncritical patient care equipment	

Once daily	Cleaner	Clean & Disinfect:  High-touch surfaces  Low-touch surfaces  Entire Floor	Move the procedure table and other portable equipment to clean and disinfect the entire floor area  Handwashing basins should be thoroughly cleaned and disinfected
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Specialized Patient Areas  Labour and delivery wards/rooms					
Frequency	Additional guidance / Description of cleaning				
Before and after every (i.e., between) procedure	Cleaning staff	<ul> <li>Clean &amp; Disinfect:</li> <li>Any surface that is visibly soiled with blood or body fluids</li> <li>High-touch surfaces inside the patient zone</li> <li>Floors inside the patient zone</li> </ul>	Remove soiled linen and waste containers for disposal/reprocessing		
Twice per shift	Cleaning staff	<ul> <li>Clean &amp; Disinfect:</li> <li>Any surface that is visibly soiled with blood or body fluids</li> <li>All High-touch and low-touch surfaces</li> <li>Entire Floor</li> </ul>	Move the procedure table and other portable equipment to clean and disinfect the entire floor area  Handwashing basins should be thoroughly cleaned and disinfected		

	Specialized Patient Areas				
Emergency Centre					
Area Description	Frequency	Person /Staff responsible	Products / Technique	Additional guidance / Description of cleaning	
Waiting / Admission area	At least daily and as needed (e.g., visibly soiled blood/body fluid spills)	Cleaning staff	Clean and disinfect:  • High-touch and low-touch surfaces  • Floors	None	
Consultation/examination areas	After each event/case and at least twice per day and as needed	Cleaning staff	Clean and disinfect:  • High-touch surfaces	Last clean of the day: clean and disinfect the entire floor and low- touch surfaces	
Procedure areas	Before and after (i.e., between every procedure)	Cleaning staff	Clean & Disinfect:  Any surface visibly soiled with blood or body fluids  High-touch surfaces in the patient zone  Floors in the patient zone	Last clean of the day clean & disinfect:  Other high-touch surfaces  Low-touch surface  Hand washing basins  Scrub/sluice areas  the entire floor	

	Specialized Patient Areas				
Iso	olation wards/ro	oms: Transmissio	n-based precautions		
Area Description	Frequency	Person /Staff responsible	Products / Technique	Additional guidance / Description of cleaning	
Airborne precautions	Daily and as needed	Cleaning staff	Clean (neutral detergent and water):  High-touch surfaces Floors	Correct PPE when entering Clean low-touch surfaces on a scheduled basis (e.g., weekly)	
Droplet and/or Contact precautions	Twice per shift	Cleaning staff	<ul> <li>Clean and disinfect:</li> <li>Any surface         visibly soiled         with blood or         body fluids</li> </ul>	Correct PPE Dispose of or reprocess cleaning supplies and equipment	

Patient diagnosed with C. difficile	Twice daily	Cleaning staff	<ul> <li>High-touch surfaces</li> <li>Floors</li> <li>Clean and disinfect (sporicidal agent):</li> <li>Any surface visibly soiled with blood or body fluids</li> <li>High-touch surfaces in the patient zone</li> <li>Floors</li> </ul>	Last clean of the day: clean and disinfect the entire floor and low-touch surfaces  Two-step process required (Do not use combined detergent-disinfectant)  1. Rigorous mechanical cleaning process  2. Disinfect with sporicidal properties  • Sodium hypochlorite solution (e.g., 1000ppm)
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Procedure areas	Before and after (i.e., between every procedure)	Cleaning staff	Clean & Disinfect:  Any surface visibly soiled with blood or body fluids  High-touch surfaces in the patient zone  Floors in the patient zone	Last clean of the day clean & disinfect:  Other high-touch surfaces  Low-touch surfaces  Hand washing basins  Scrub/sluice areas the entire floor
Dedicated noncritical patient care equipment	Before and after each use and as needed	Shared cleaning possible: clinical and cleaning staff	Clean and disinfect	Select compatible disinfectant  Conduct terminal cleaning of all noncritical equipment in sluice rooms
All transmission-based precautions	At discharge/ transfer/ death (terminal	Cleaning staff (in close collaboration with clinical staff)	Clean and disinfect:  high-touch surfaces	Remove     soiled/used personal care items     for reprocessing or

clean)				disposal
	•	low-touch surfaces floors	2.	Remove linen for repro- cessing
			3.	Remove bed curtains for laundering/clea n blinds
			4.	Reprocess all reusable (non-critical) patient care equipment in sluice room
			5.	Clean & disinfect all low-and high-touch surfaces
			6.	Clean and disinfect handwashing sinks
			Airk	orne Precautions:
				aning staff must
				ar required PPE
				5 respirator), keep or closed during
				environmental
				aning process

Specialized Areas  Mortuary				
Area Description	Frequency	Person /Staff responsible	Products / Technique	Additional guidance / Description of cleaning
Inside body freezer	Weekly or as needed (blood & body fluid spill)	Cleaning staff	Clean and disinfect:  High-touch and low-touch surfaces Floors	Cleaning staff must wear required PPE  Gumboots  Gloves  Surgical mask  Coverall / Gown

Outside areas	Weekly	Cleaning staff  PHC FACILITII	Clean and disinfect:  High-touch and low-touch surfaces Floors	No PPE required
Area	Frequency	Responsible Staff	Products / Techniques	Description of Cleaning / Additional Guidance
Non-Clinical Areas Office Spaces - Offices, Boardrooms, Staff accommodation areas  Meeting & Learning Spaces Lecture rooms, Training rooms, Computer rooms  Common & Circulation Areas Corridors/Passage ways, "Stoeps" Porch, Foyers, Waiting areas, Lifts, Stairs, Fire escape stairs  Access Points All doors and gates	Daily (at opening & closing) and <b>as needed</b> (e.g., spills, contamination) Weekly, Monthly & Quarterly activities as indicated	Cleaning Staff	Cleaning product:  • High-touch surfaces  • Floors  • Carpets  • Cloths/mop blue PPE as prescribed	<ul> <li>Daily:</li> <li>Wash floor.</li> <li>Damp dust counter tops</li> <li>Wipe door handles</li> <li>Wash hand wash basin including taps</li> <li>Wipe soap and paper towel dispensers</li> <li>Replenish paper towels</li> <li>Replenish liquid soap and alcohol dispensers</li> <li>Spot clean dirty wall surfaces</li> <li>Damp dust chairs</li> <li>General waste bins cleaned and lined with bag</li> <li>Tie and close all the general waste bags in the temporary storage area.</li> <li>Buff floor 3 x/ week</li> <li>Clean and fill water dispensers.</li> <li>Opening of windows and complete checklist.</li> </ul>

	1	I	I	
				Weekly:  • Damp dust
				windowsills
				Wash mirrors
				<ul> <li>Damp dust skirtings</li> </ul>
				<ul> <li>Wash dustbin</li> </ul>
				Vacuum all areas
				with carpets
				Monthly:  • Wash and wipe
				signage boards
				<ul> <li>Damp dust shelves Quarterly:</li> </ul>
				Strip all floors and
				apply polish (strip & seal)
				<ul> <li>Damp dust light</li> </ul>
				fixtures  Damp dust ceiling
				fans
				<ul> <li>Wash windows</li> </ul>
				Wash all the walls
				from top to bottom
				6 Monthly: Wash carpets
				Daily:
				<ul><li>Wash the floor.</li></ul>
				<ul> <li>Damp dust</li> </ul>
				counter tops
				Wipe door
	Daily lat ananing ?		Cleaning product:	handles  Wash hand wash
	Daily (at opening & closing) and as needed		<ul> <li>High-touch</li> </ul>	wash nana wash     basin including
Reception/	(e.g., spills,		surfaces	taps
Admission Office	contamination)	Cleaning Staff	• Floors	<ul> <li>Wipe alcohol</li> </ul>
	Weekly, Monthly &			dispenser
	Quarterly activities as indicated		<ul> <li>Cloths/ Mop blue</li> </ul>	Replenish liquid alcohol dispensers
			PPE as prescribed	as needed.
				Spot clean dirty
				wall surfaces
				Damp dust     tralleure
				trolleys.  • Damp dust chairs
				<ul> <li>Damp aust chairs</li> </ul>

			<ul> <li>General waste bins cleaned and lined with bag</li> <li>Tie and close all the general waste bags in the temporary storage area.</li> <li>Buff floor 3 x/ week.</li> <li>Clean phones, desks, computer keyboards</li> <li>Clean glass surfaces with nonstreak cleaner.</li> <li>Weekly: <ul> <li>Damp dust windowsills</li> <li>Damp dust skirtings</li> </ul> </li> <li>Monthly: <ul> <li>Wash and wipe signage boards</li> <li>Damp dust shelves.</li> </ul> </li> <li>Quarterly: <ul> <li>Strip all floors and apply polish (strip &amp; seal)</li> <li>Damp dust light fixtures</li> <li>Damp dust ceiling fans</li> <li>Wash windows</li> <li>Wash all the walls from top to bottom</li> <li>Remove, wash and</li> </ul> </li> </ul>
Consulting/ Examination Rooms	Daily (at opening & closing) and as needed (e.g., spills, contamination) Weekly, Monthly &	Cleaning product:  • High-touch surfaces	replace all curtains and blinds  Daily  Wash the floor.  Damp dust counter tops  Wipe door handles

Quarterly activities as	• Floors	Wash hand wash
indicated	• Cloths/ Mop blue	basin including
	Cloths/ Mop blue	taps
	PPE as prescribed	Wipe soap and
		paper towel
		dispensers
		Replenish paper
		towels
		Replenish liquid
		soap and alcohol
		dispensers  Spot clean dirty
		wall surfaces
		<ul> <li>Damp dust dressing</li> </ul>
		trolleys/trolleys
		<ul> <li>Damp dust</li> </ul>
		examination lamp
		Damp dust chairs
		General waste bins
		cleaned and lined
		with bag
		Sharps containers,
		sealed and
		removed when 3
		quarter full  Remove waste
		from all service
		areas to temporary
		storage area.
		Tie and close all the
		general waste
		bags in the
		temporary storage
		area.
		Buff floor 3 x/ week
		Ensure Health care
		risk waste
		container is available in all
		consultation rooms.
		If full, seal and
		remove to storage
		Torriove to storage

				area, weigh the waste and complete waste register.  • Wipe patient care equipment e.g. wheelchairs, examination couch, bed steps, etc.  Weekly:  • Damp dust windowsills  • Wash mirrors  • Damp dust skirtings  • Wash dustbin  Monthly:  • Wash and wipe signage boards  • Damp dust shelves.  • Remove, clean and replace bed screens  • Clean immunisation refrigerator  Quarterly:  • Strip all floors and apply polish (strip & seal)  • Damp dust light fixtures  • Damp dust ceiling fans  • Wash windows  • Wash all the walls from top to bottom  Remove, wash and replace all curtains and blinds
Pharmacy/ Dispensary/ Medicine Room	Daily (at opening & closing) and as needed (e.g., spills, contamination)	Cleaning Staff	Cleaning product:  • High-touch surfaces  • Floors	Daily • Wash floor.

	Cloths/ Mop blue	<ul> <li>Damp dust counter</li> </ul>
Weekly, Monthly &		tops
Quarterly activities as	PPE as prescribed	<ul> <li>Wipe door handles</li> </ul>
indicated		, , , , , , , , , , , , , , , , , , ,
		basin including
		taps
		<ul> <li>Wipe soap and</li> </ul>
		paper towel
		dispensers
		<ul> <li>Replenish paper</li> </ul>
		towels
		<ul> <li>Replenish liquid</li> </ul>
		soap and alcohol
		dispensers
		Spot clean dirty
		wall surfaces
		<ul> <li>Damp dust dressing</li> </ul>
		trolleys/trolleys
		<ul> <li>Damp dust</li> </ul>
		examination lamp
		Damp dust chairs     Canaral wasta bins
		General waste bins
		cleaned and lined
		with bag
		<ul> <li>Pharmaceutical</li> </ul>
		waste bins remove
		when full
		Sharps containers,
		sealed and
		removed when 3
		quarter full
		<ul> <li>Remove waste</li> </ul>
		from all service
		areas to temporary
		storage area.
		Tie and close all the
		general waste
		bags in the
		temporary storage
		area.
		<ul> <li>Buff floor 3 x/ week</li> </ul>
		• Boll Hool 3 X/ Week

				Ensure Health care risk waste container is available in all consultation rooms. If full, seal and remove to storage area, weigh the waste and complete waste register.  Weekly:     Damp dust windowsills     Wash mirrors     Damp dust skirtings     Wash dustbin  Monthly:     Wash and wipe signage boards     Damp dust shelves.     Clean refrigerators & deep freezers  Quarterly:     Strip all floors and apply polish (strip & seal)     Damp dust ceiling fans     Wash windows  Remove, wash and replace all curtains and blinds
Toilets (Staff & Public) & Sluice rooms	Daily (at opening & closing) and as needed (e.g., spills, contamination) Weekly, Monthly & Quarterly activities as indicated	Cleaning Staff	Cleaning product:  • High-touch surfaces  • Floors  • Cloths/ Mop red PPE as prescribed	Daily  Wash floor.  Damp dust counter tops  Wipe door handles

	<ul> <li>Wash hand wash</li> </ul>
	basin including
	taps
	<ul> <li>Wash toilets (seats,</li> </ul>
	urinals)
	Wipe soap and
	paper towel
	dispensers
	<ul> <li>Replenish paper</li> </ul>
	towels
	Replenish toilet
	paper
	Replenish liquid
	soap and alcohol
	dispensers
	<ul> <li>Spot clean dirty</li> </ul>
	wall surfaces
	General waste bins
	cleaned and lined
	with bag
	<ul> <li>Remove waste</li> </ul>
	from all service
	areas to temporary
	storage area.
	<ul> <li>Tie and close all the</li> </ul>
	general waste
	bags in the
	temporary storage
	area.
	Buff floor 3 x/ week
	Weekly:
	Damp dust
	windowsills
	Damp dust skirtings
	<ul> <li>Wash dustbin,</li> </ul>
	cleaning trolley
	and scrubbing
	machine
	Monthly:
	signage boards

				<ul> <li>Damp dust shelves.</li> <li>Wash soap         dispensers inside         and out when         empty</li> <li>Quarterly:         <ul> <li>Strip all floors and</li></ul></li></ul>
Staff Kitchen/ Tearoom	Daily (at opening & closing) and as needed (e.g., spills, contamination) Weekly, Monthly & Quarterly activities as indicated	Cleaning Staff	Cleaning product:  • High-touch surfaces  • Floors  • Cloths/ Mop white  PPE as prescribed	<ul> <li>Daily</li> <li>Wash floor.</li> <li>Damp dust counter tops</li> <li>Wipe door handles</li> <li>Wipe soap and paper towel dispensers</li> <li>Replenish paper towels</li> <li>Replenish liquid soap and alcohol dispensers</li> <li>Wash kitchen basin with taps</li> <li>Damp dust kitchen equipment</li> <li>Spot clean dirty wall surfaces</li> <li>Damp dust chairs</li> <li>General waste bins cleaned and lined with bag</li> <li>Remove waste from all service</li> </ul>

				areas to temporary storage area.  Tie and close all the general waste bags in the temporary storage area.  Buff floor 3 x/ week Weekly: Damp dust windowsills Wash mirrors Damp dust skirtings Wash dustbin Deep cleaning microwave Monthly: Wash and wipe signage boards Damp dust shelves. Clean refrigerator Quarterly: Strip all floors and apply polish (strip & seal) Damp dust ceiling fans Wash windows Remove, wash and replace all curtains and blinds
Waste Holding/ Storage Areas	Weekly and as needed (e.g., spills, contamination)  Monthly & Quarterly activities as indicated	Cleaning Staff	Cleaning product:  • Water hose PPE as prescribed	Weekly:  • Wash floor  • Damp dust  windowsills  • Damp dust skirtings  • Wash dustbin  Monthly:  • Wash and wipe  signage boards

	<ul> <li>Damp dust shelves/</li> </ul>
	pallets
	Quarterly:
	<ul> <li>Damp dust light</li> </ul>
	fixtures
	<ul> <li>Wash windows</li> </ul>
	Clean deep freezer

#### **Specialized Patient Areas** Noncritical Patient Care Equipment (IV poles, wheelchairs, commode chairs, blood pressure cuffs, ) Person /Staff Additional guidance Products / Area Description Frequency responsible / Description of Technique cleaning Clean and Shared equipment Before and after every Shared Ensure division of disinfect: patient, and as needed cleaning cleaning between possible: Select a nursing and cleaning clinical and compatible staff cleaning staff disinfectant Dedicated Consistent with cleaning Shared Clean and Ensure division of disinfect: equipment frequency for patient cleaning cleaning between area, and as needed possible: nursing and cleaning Select a clinical and staff compatible cleaning staff disinfectant Shared & At Patient Clean and Conduct terminal Shared Dedicated discharge/transfer/death cleaning disinfect: cleaning in equipment possible: dedicated sluice Select a clinical and rooms compatible

cleaning staff

disinfectant

36 Summary of Staff needed per Facilities

Zone	Institution Name	Total staff			
Zone 1: Langeberg		Cleaners- Male	Cleaners- Female	Supervisor/ Team Leader	Manager
Day shift: Mon- Frid 07:30-16:00 (8 hours) (Excluding pub holidays)	BERGSIG CLINIC + Mobile		1		
Day shift: Mon- Frid 07:30-16:00 (8 hours) (Excluding pub holidays)	NKQUBELA CLINIC + Mobile		1		
Mon, Wed and Friday 08:00-13:00 (4hours) (Excluding pub holidays)	DENTAL CLINIC		1		
Day shift: Mon- Frid 07:30-16:00 (8 hours) (Excluding pub holidays)	MCGREGOR CLINIC + Mobile		1		
Day shift: Mon- Frid 07:30-16:00 (8 hours) (Excluding pub holidays)	ZOLANI CLINIC (ASHTON)		1		
Day shift: Mon- Frid 07:30-16:00 (8 hours) (Excluding pub holidays)	KOGMANSKLOOF CLINIC (ASHTON) + Mobile		1		
Day shift: Mon- Frid 07:30-16:00 (8 hours) (Excluding pub holidays)	HAPPY VALLEY CLINIC + Mobile (BONNIEVALE)		1		
Day shift: Mon- Frid 07:30-16:00 (8 hours) (Excluding pub holidays)	MONTAGU CLINIC + 3 x Mobiles	1	1		

Day shift: Mon- Sun 07:00- 19:00 (12 hours)	ROBERTSON HOSPITAAL	1	7	1	
(Including public holidays)	HOSHIAAL	I	/	'	
Night shift: Mon- Sun	ROBERTSON				
07:00- 19:00 (12 hours)	HOSPITAAL	1	3		
(Including public holidays)					
Day shift: Mon- Friday	ROBERTSON				
07:30- 16:00 (8 hours)	HOSPITAAL		5		1
(Excluding public holidays)					
Day shift: Mon- Sun	MONTAGU				
07:00- 19:00 (12 hours)	HOSPITAL	1	2		
(Including public holidays)					
Night shift: Mon- Sun	MONTAGU				
07:00- 19:00 (12 hours)	HOSPITAL		2		
(Including public holidays)					
Day shift: Mon- Sun	MONTAGU				
07:00- 16:00 (8 hours)	HOSPITAL	1	2	1	
(Including public holidays)					
Day shift: Mon- Friday	MONTAGU				
07:00- 16:00 (8 hours)	HOSPITAL		2		
(Excluding public holidays)					

**Lunch time**: 30 Min on 8 hours shift, 1hour on 12-hour shift.

Zone 2: BREEDE VALLEY		Cleaners- Male	Cleaners- Female	Supervisor/ Team Leader	Manager
Day shift: Mon- Frid	WORCESTER CDC				
07:30-17:00 (9 hours)		_			
(Excluding pub holidays)		0	4		
Day shift: Mon- Frid	EMPILISWENI				
07:30-16:00 (8 hours)	(Zwelethemba)				
(Excluding pub holidays)		1	2		
Day shift: Tuesday and	De Wet				
every second Friday)					
(Excluding pub holidays)		1			
Day shift: Monday and	Overhex				
every second Friday					
07:30-16:00 (8 hours)					
(Excluding pub holidays)			1		
Day shift: Mon- Frid	AVIANPARK CLINIC				
07:30-16:00 (8 hours)					
(Excluding pub holidays)		1	1		
Day shift: Mon- Frid	RAWSONVILLE				
07:30-16:00 (8 hours)	CLINIC				
(Excluding pub holidays)		0	2		
Day shift: Mon- Frid	DE DOORNS				
07:30-16:00 (8 hours)					
(Excluding pub holidays)		1	2		
Day shift: Mon- Frid	TOUWSRIVIER				
07:30-16:00 (8 hours)					
(Excluding pub holidays)		0	2		
Day shift: Mon- Frid	NURSES HOME				
07:30-16:00 (8 hours)					
(Excluding pub holidays)			1		

	i	•	ī		
Day shift: Mon- Sun					
07:00- 19:00 (12 hours)	Brewelskloof				
(Including public holidays)	Hospital	1	6		
Night shift: Mon-Sun					
19:00- 07:00 (12 hours)	Brewelskloof				
(Including public holidays)	Hospital		1		
Day shift: Weekends /	2.212				
Public Holidays					
07:00- 11:00 (4hours)	Brewelskloof				
07.00 11.00 (4110013)	Hospital	1			
Day shift: Mon- Friday	riospirai	'			
07:00- 16:00 (8 hours)	Brewelskloof				
	Hospital	3	4	1	1
(Excluding public holidays)			4	I	<u> </u>
Lunch time: 30 Min on 8 hou	is shill, thour on 12-hou	Jr Shiii.		C	
		Cleaners-	Cleaners-	Supervisor/	
7 00 11 1 5:		Male	Female	Team	Manager
Zone 2: Cape Winelands Dis	rict Office			Leader	
Day shift: Mon- Frid	CWDO (including				
07:30-16:00 (8 hours)	HRD)	_			
(Excluding pub holidays)	27	1	2		
<b>Lunch time</b> : 30 Min on 8 hou	rs shift, 1hour on 12-hou	ur shift.			
		Cleaners-	Cleaners-	Supervisor/	
		Male	Female	Team	Manager
Zone 3: WITZENBERG		Male	remale	Leader	
Day shift: Mon- Sun	CERES HOSPITAL				
07:00- 19:00 (12 hours)					
(Including public holidays)		6	8	1	
Night shift: Mon-Sun	CERES HOSPITAL				
07:00- 19:00 (12 hours)					
(Including public holidays)		2	6	1	
Day shift: Mon- Friday	CERES HOSPITAL				
07:00- 16:00 (8 hours)					
(Excluding public holidays)		3	3		1
Day shift: Mon- Frid	CERES CLINIC				·
07:30-16:00 (8 hours)	SERES SEILING				
(Excluding pub holidays)			1		
Day shift: Mon- Frid	BELLA VISTA CLINIC		'		
07:30-16:00 (8 hours)	DELET VISIT CLIINIC				
(Excluding pub holidays)		1	1		
Day shift: Mon- Frid	NDULI CLINIC	<del>                                     </del>	<u>'</u>		
07:30-16:00 (8 hours)	14DOLI CLIINIC				
,		1	1		
(Excluding pub holidays)  Day shift: Mon- Frid	OP DIE BERG	'	'		
07:30-16:00 (8 hours)	KLINIEK		1		
(Excluding pub holidays)	DDINIC ALEDED		1		
Day shift: Mon- Frid	PRINS ALFRED				
07:30-16:00 (8 hours)	HAMLET KLINIEK				
(Excluding pub holidays)	TIU D 4 C 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		2		
Day shift: Mon- Frid	TULBAGH KLINIEK				
07:30-16:00 (8 hours)					
(Excluding pub holidays)			1		
Day shift: Mon- Frid	WOLSELEY KLINIEK				
07:30-16:00 (8 hours)					
(Excluding pub holidays)			2		
<del>~</del> , , , , , , , , , , , , , , , , , , ,					6/

Day shift: Mon- Frid 07:30-16:00 (8 hours)	CERES CDC			
(Excluding pub holidays)		1	2	
Day shift: Mon- Frid	DDEEDIMED			
07:30-16:00 (8 hours)	BREERIVIER			
(Excluding pub holidays)		0	1	

Lunch time: 30 Min on 8 hours shift, 1hour on 12-hour shift.						
Zone 4: DRAKENSTEIN		Cleaners- Male	Cleaners- Female	Supervisor/ Team Leader	Manager	
Day shift: Mon- Frid	DALVALE CLINIC			Leddei		
07:30-16:00 (8 hours)	DALVALL CLINIC					
(Excluding pub holidays)		1	1			
Day shift: Mon- Frid	GOUDA CLINIC &		'			
07:30-16:00 (8 hours)	MOBILE					
(Excluding pub holidays)	11100122	1				
Day shift: Mon- Frid	HUIS MCCRONE &					
07:30-16:00 (8 hours)	MOBILE					
(Excluding pub holidays)		1				
Day shift: Mon- Frid	KLEIN DRAKENSTEIN					
07:30-16:00 (8 hours)	CLINIC & MOBILE					
(Excluding pub holidays)			1			
Day shift: Mon- Frid	MBEKWENI CDC &					
07:30-16:00 (8 hours)	MOBILE- 2 Building					
(Excluding pub holidays)	structures	1				
Day shift: Mon- Frid	NIEUWEDRIFT CLINIC					
07:30-16:00 (8 hours)						
(Excluding pub holidays)			1			
Day shift: Mon- Frid	PATRIOT PLEIN					
07:30-16:00 (8 hours)	CLINIC					
(Excluding pub holidays)			1			
Day shift: Mon- Frid	PHOLA PARK CLINIC					
07:30-16:00 (8 hours)		,				
(Excluding pub holidays)	C 4 D C 4 L C 1 L L L C 4	I	I			
Day shift: Mon- Frid	SARON CLINIC +					
07:30-16:00 (8 hours)	MOBILE	0	1			
(Excluding pub holidays)	SIMONDIUM CLINIC	U	ı			
Day shift: Mon- Frid 07:30-16:00 (8 hours)	& MOBILE					
(Excluding pub holidays)	& MODILE	1	1			
Day shift: Mon- Frid	SOETENDAL CLINIC	I	ı			
07:30-16:00 (8 hours)	+ MOBILE					
(Excluding pub holidays)	- WOBIEL	1				
Day shift: Mon- Frid	TC NEWMAN CDC	'				
07:30-16:00 (8 hours)	& MOBILE &					
(Excluding pub holidays)	Drakenstein Sub					
( 2.2 2	District Office	4	4		1	
Day shift: Mon- Frid	WELLINGTON CDC					
07:30-16:00 (8 hours)	& MOBILE					
(Excluding pub holidays)						
		2	3			
Day shift: Mon- Frid	WINDMEUL CLINIC					
07:30-16:00 (8 hours)	& MOBILE		1			
(Excluding pub holidays)			l I			

		Cleaners-	Cleaners-	Supervisor/ Team	Manage
Zone 5: STELLENBOSCH		Male	Female	Leader	Manager
Day shift: Mon- Frid	DON & PAT BILTON				
07:30-16:00 (8 hours)	CLINIC				
(Excluding pub holidays)			1		
Day shift: Mon Friday	GROENDAL CLINIC				
07:30-16:00 (8 hours)					
(Excluding pub holidays)			1		
Day shift: Mon –Friday	DIRKIE UYS CLINIC				
07:30-16:00 (8 hours)					
(Excluding pub holidays			1		
Day shift: Mon- Frid	IDAS VALLEI CLINIC				
07:30-16:00 (8 hours)					
(Excluding pub holidays)			2		
Day shift: Mon- Frid	KLAPMUTS CLINIC				
07:30-16:00 (8 hours)					
(Excluding pub holidays)			2		
Day shift: Mon- Frid	KYLEMORE CLINIC				
07:30-16:00 (8 hours)					
(Excluding pub holidays)			1		
Day shift: Mon- Frid	AAN-HET-PAD				
07:30-16:00 (8 hours)	CLINIC				
(Excluding pub holidays)			2		
Day shift: Mon- Frid	KAYAMANDI CLINIC				
07:30-16:00 (8 hours)					
(Excluding pub holidays)			2		
Day shift: Mon- Frid	CLOETES VILLE CDC				
07:30-16:00 (8 hours)					
(Excluding pub holidays)			1		
Day shift: Mon- Frid	PNIEL CLINIC				
07:30-16:00 (8 hours)					
(Excluding pub holidays)			1		
Day shift: Mon- Sun	STELLENBOSCH				
07:00- 19:00 (12 hours)	HOSPITAAL				
(Including public holidays)		2	10		
Night shift: Mon- Sun	STELLENBOSCH				
07:00- 19:00 (12 hours)	HOSPITAAL				
(Including public holidays)		4			
Day shift: Mon- Friday	STELLENBOSCH				
07:00- 16:00 (8 hours)	HOSPITAAL				
(Excluding public holidays)		3	3	1	1
Day shift: Mon- Frid	EMS (EMERGENCY				
07:30-16:00 (8 hours)	MEDICAL SERVICE )				
(Excluding pub holidays)	, i		1 1		



### 2 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.

## Definitions

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

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

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- 2.1 ''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.

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- "CSD" means the Central Supplier Database maintained by National Treasury;
- "employee", in relation to -
- (a) a department, means a person contemplated in section 8 of the Public Service Act, 1994 but excludes a person appointed in terms of section 12A of that Act; and
- (b) a public entity, means a person employed by the public entity;
- "entity" means any -
- (a) association of persons, whether or not incorporated or registered in terms of any law, including a company, corporation, trust, partnership, close corporation, joint venture or consortium; or
- (b) sole proprietorship;
- "entity conducting business with the Institution" means an entity that contracts or applies or tenders for the sale, lease or supply of goods or services to the Province;
- "Family member" means a person's -
- (a) spouse; or
- (b) child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption or some other legal arrangement (as the case may be);
- "intermediary" means a person through whom an interest is acquired, and includes a representative or agent or any other person who has been granted authority to act on behalf of another person;
- "Institution" means a provincial department or provincial public entity listed in

Schedule 3C of the Act;

- 2.2 "Provincial Government Western Cape (PGWC)" means
  - (a) the Institution of the Western Cape, and
  - (b) a provincial public entity;
- 2.3 "RWOFF" 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

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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

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(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.

## 2.4 TABLE A

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

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#### SECTION B: DECLARATION OF THE BIDDER'S INTEREST

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

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

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

#### 2.5 TABLE B

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

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

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PRAC	ON C: PERFORMANCE MANAGEMENT AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT CTICES To enable the prospective bidder to provide evidence of past and current formance.	NT	
C1.	Did the entity conduct business with an organ of state in the last twelve months? (If yes complete Table C)	МО	YES

#### 2.6 C2. TABLE C

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

NAM	E OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	•		OD OF	VALUE	
C3. I	s the entity or its princip prohibited from doing			ase as companie	s or p	ersons	NO	YES
C4. I	s the entity or its princip Defaulters in terms of s Activities Act (No. 12 c	section 29 of th				t	NO	YES
	(To access this Registe click on th Tender Defaulters" or s (012) 326 5445.)	r enter the Na	•				icon "Reg <sup>f</sup> or facsimi number	
C5.	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?					N/A		
C6. \	Vas the entity or persor past five years in a co Africa)?			•		_	NO	YES
C7. \	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?					YES		

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

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

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

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:

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

## 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 "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.
- 1.2 "All applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 1.3 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 1.4 "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;
- 1.5 **"Bid"** means a written offer on the official bid documents or invitation of price quotations, and "tender" is the act of bidding/tendering;
- 1.6 "Code of Good Practice" means the generic codes or the sector codes as the case may be;
- 1.7 "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;
- 1.8 "Contract" means the agreement that results from the acceptance of a bid by an organ of state;
- 1.9 **"EME"** is an exempted micro enterprise with an annual total revenue of R10 million or less.
- 1.10 "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:
- 1.11 "Large Enterprise" is any enterprise with an annual total revenue above R50 million;
- 1.12 "Non-firm prices" means all prices other than "firm" prices
- 1.13 "Person" includes a juristic person;
- 1.14 **"Price"** means an amount of money bid for goods and services and includes all applicable taxes less all unconditional discounts:
- 1.15 "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 Ac**WCBD 6.1**
- 1.16 "QSE" is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;

- 1.17 **"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;
- 1.18 **"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;
- 1.19 **"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;
- 1.20 "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;
- 1.21 "The Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 1.22 "the Regulations" means the Preferential Procurement Regulations, 2022;
- 1.23 **"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;
- 1.24 "**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
- 1.25 **"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:

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

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

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 90/10

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

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

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 P	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)	
subst confi	antiated by a B-BBEE certificate issued by a	orrespond with the table in paragraph 5.1 an verification agency accredited by SANAS or o plack ownership in terms of the relevant se	an affidavit
9.	SUB-CONTRACTING		
9.1	Will any portion of the contract be sub-cont	tracted? (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-cont	ractor?	
	(iv) whether the sub-contractor is an EME	or QSE? (delete which is not applicable)	YES/NO
9.1.2		ract and if sub-contracting is applicable, the b a portion of that contract will be sub-contrac	
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	Partnership/Joint venture consortion	ım
	(option)	One-person business/sole propriet	У
		Close corporation	
		Public company	
		Personal liability company	
		(Pty) Ltd	
		Non-profit company	
		State-owned company	
10.5	that the points claimed, based on the B-BB	uthorised to do so on behalf of the company/t SEE status level of contribution indicated in po preference(s) shown and I/we acknowledge the	aragraph 8

- above, qualifies the company/firm for the preference(s) shown and I/we acknowledge that:
  - 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:

3.	I hereby	declare	under	oath	that:

- The enterprise is \_\_\_\_\_\_\_ % Black owned;
- The enterprise is % Black woman owned;
- 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		<b>Level Two</b> (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 <b>25%</b> 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	t signature:	
peponen:	t sianature:	

	Date:	
Commissioner of Oaths signature & stamp		

#### **GOVERNMENT PROCUREMENT**

## GENERAL CONDITIONS OF CONTRACT July 2010

#### **NOTES**

The purpose of this document is to:

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

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

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

#### **TABLE OF CLAUSES**

- 1. Definitions
- 2. Application
- 3. General
- 4. Standards
- 5. Use of contract documents and information; inspection
- 6. Patent rights
- 7. Performance CLEANER
- 8. Inspections, tests and analysis
- 9. Packing
- 10. Delivery and documents
- 11. Insurance
- 12. Transportation
- 13. Incidental services
- 14. Spare parts
- 15. Warranty
- 16. Payment
- 17. Prices
- 18. Contract amendments
- 19. Assignment
- 20. Subcontracts
- 21. Delays in the supplier's performance
- 22. Penalties
- 23. Termination for default
- 24. Dumping and countervailing duties
- 25. Force Majeure
- 26. Termination for insolvency
- 27. Settlement of disputes
- 28. Limitation of liability
- 29. Governing language
- 30. Applicable law
- 31. Notices
- 32. Taxes and duties
- 33. National Industrial Participation Programme (NIPP)
- 34. Prohibition of restrictive practices

#### **General Conditions of Contract**

#### 1. Definitions

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

- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts 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 facility," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, CLEANER, 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.
- 1.2 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

#### 3. General

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

#### 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 CLEANER

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance CLEANER of the amount specified in SCC.
- 7.2 The proceeds of the performance CLEANER 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 CLEANER 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 CLEANER will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

## 8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided

that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

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

#### 9. Packing

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

## 10. Delivery and documents

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

#### 11. Insurance

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

#### 12. Transportation

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

## 13. Incidental services

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

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

#### 14. Spare parts

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

#### 15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

#### 16. Payment

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

#### 17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

#### 20. Subcontracts

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

#### 22. Penalties

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

### 23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
  - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the
  - enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
  - (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

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

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

## 24. Anti-dumping and countervailing duties and rights

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

#### 25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance CLEANER, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## 26. Termination for insolvency

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

## 27. Settlement of Disputes

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

- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
  - (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.

## 28. Limitation of liability

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

## 29. Governing language

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

### 30. Applicable law

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

#### 31. Notices

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

### 32. Taxes and duties

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

- of 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
  - 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition

Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.2 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.

Annexure B
Cleaning consumables, chemicals and detergents

	Bidder to Indicate	STELLENBOSCH	WITZENBERG SUB-	DRAKENSTEIN	BREEDE VALLEY S	UB-LANGEBERG SUB-
ITEM DESCRIPTION	Brand offer where applicable	SUB-DISTRICT	DISTRICT	SUB-DISTRICT	DISTRICT	DISTRICT
INSECTICIDE, SPACE SPRAY ;AEROSOL	Draina orier uniore applicable	DOH	DOH	DOH	DOH	DOH
BLEACH 750ml , Simmiliar or equal to JIK		DOH	DOH	DOH	DOH	DOH
DETERGENT BIOCIDE - 100 PER PAK		DOH	DOH	DOH	DOH	DOH
AMONIAC 750ML , Simmiliar or equal to Handy Andy		DOH	DOH	DOH	DOH	DOH
AIR-FRESHNER 1L		DOH	DOH	DOH	DOH	DOH
DISHWASHING LIQUID		DOH	DOH	DOH	DOH	DOH
clear bags size of black bag		DOH	DOH	DOH	DOH	DOH
RED BAGS		DOH	DOH	N/A	DOH	DOH
CLEAR BAG LARGE		DOH	DOH	DOH	DOH	DOH
APRON PLASTIC WHITE		DOH	DOH	DOH	DOH	DOH
ADDON DI ACTIC VELLOW		2011	DOLL	DOLL	PO11	DOLL
APRON PLASTIC YELLOW		DOH	DOH	DOH	DOH	DOH
APRON PLASTIC BLUE		DOH	DOH	DOH	DOH	DOH
APRON PLASTIC RED		DOH	DOH	DOH	DOH	DOH
PAPER TOWEL KIMDRY		DOH	DOH	DOH	DOH	DOH
TOILET PAPER		DOH	DOH	DOH	DOH	DOH
HOUSEHOLD GLOVES SMALL		Service Provider				
HOUSEHOLD GLOVES MEDIUM		Service Provider				
HOUSEHOLD GLOVES LARGE		Service Provider				
SCOURER POR GREE PAD		Service Provider				
POLISH NON-SLIP 5L		Service Provider				
Stripper		Service Provider				
Polish for various flooring type- Discuss with DL		Service Provider				
Window cleaner		Service Provider				
Non Surgical gloves		Service Provider				

#### **EQUIPMENT**

		STELLENBOSCH	WITZENBERG SUB-	DRAKENSTEIN SUB- DISTRICT	BREEDE VALLEY SUB-DISTRICT	LANGEBERG
Equipment used	Image- Similar or Equal	SUB-DISTRICT	DISTRICT			SUB-DISTRICT
	Buddy Jug	Service Provider	Service Provider	Service Provider	Service Provider	Service Provider
	Empty Trigger Spray Bottle	Service Provider	Service Provider	Service Provider	Service Provider	Service Provider
	Colour Coded Flat Mop  Colour coding is seen as good practice for cleaning commercial spaces even though it is not required by law, especially in light of the significance of infection control.  All perlinent cleaning equipment is color-coded according to a generally accepted standard in the professional cleaning sector. The equipment should be utilised in the regions designated by the several color-coding schemes, which are Blue, Green, Red, and Yellow.	Service Provider	Service Provider	Service Provider	Service Provider	Service Provider
	Mops with colour coding  The best mop systems are flat ones. "Spaghett" mops are more challenging to clean since the fibres tend to hold dirt and they are readily knotted.  When using "spaghett" mops—a type of mop with a cotton string head—to clean floors, they must be completely wrung out and damp—not wet. Mops to be sent to the laundry or cleaned in hot water and dired at the conclusion of each cleaning session or shift.	Service Provider	Service Provider	Service Provider	Service Provider	Service Provider
	Cleaning cloths with colour coding-Micro fiber  for cleaning and moist dusting surfaces in various locations.	Service Provider	Service Provider	Service Provider	Service Provider	Service Provider
	Colour coded buckets  For water in different areas.	Service Provider	Service Provider	Service Provider	Service Provider	Service Provider
	Equal or similar to Janitor cart  The trolley's wheels and front swivel castors enable for simple movement.  When working in the wards, cleaning supplies and equipment are kept safe and organised with trolleys. This trolley is neede at the Hospitals and the whole of Drakenstein Sub-Districts	Service Provider	Service Provider	Service Provider	Service Provider	Service Provider
	Floor pollshing of floors.  For pollshing of floors.	Service Provider	Service Provider	Service Provider	Service Provider	Service Provider
Continues of the Contin	Static head mop used for damp floor cleaning used to remove loose, damp materials like sand and dust from the floor's surface.	Service Provider	Service Provider	Service Provider	Service Provider	Service Provider
A	"Wet Floor" sign  To warn staff, patients and visitors that floors are wet to minimize the risk of falls.	Service Provider	Service Provider	Service Provider	Service Provider	Service Provider
	Window squeegee  For cleaning windows.	Service Provider	Service Provider	Service Provider	Service Provider	Service Provider
	Two way mopping bucket system	Service Provider	Service Provider	Service Provider	Service Provider	Service Provider

#### PPE LIST

Table 1: Personal Protective Equipment (PPE) Type		STELLENBOSCH SUB-DISTRICT	WITZENBERG SUB-DISTRICT	DRAKENSTEIN SUB-DISTRICT	BREEDE VALLEY SUB-DISTRICT	LANGEBERG SUB-DISTRICT
	Rubber gloves for household use for routine cleaning tasks. The gloves must cover the mid-arm and provide defence against chemicals and dirt contact. After cleaning every patient room and bathroom, gloves need to be replaced or properly laundered with detergent if they get soiled. Reusable household gloves should only be replaced if they get damaged. (Non-sterile nitrile gloves can be used in their absence.)		Service Provider	Service Provider	Service Provider	Service Provider
	Plastic aprons for any cleaning task that can cause spills, use plastic aprons. The front of the uniform needs to be covered.  Colors: Red, Yellow and White  Heavy Duty PVC for Waste Handlers	рон	DOH	рон	DOH	рон
	Generally speaking, eye protection is not advised. Nevertheless, depending on the activity and the expected danger of exposure to infectious agents, blood, bodily fluids, or strong chemicals, it can be required in specific situations.	Service Provider	Service Provider	Service Provider	Service Provider	Service Provider
	Surgical masks to wear while entering locations where droplet and airborne safety measures are necessary. (The use of masks is required during the COVID-19 epidemic.)		рон	рон	рон	рон
	When doing terminal cleaning and in locations where airborne precautions are in place, <b>N95 respirators</b> must be worn.	Service Provider	Service Provider	Service Provider	Service Provider	Service Provider
	When doing terminal cleaning on patient rooms, <b>cloth or cotion robes</b> are used, used to lessen fluid contamination with a plastic apron underneath.	DOH - Disposable	DOH - Disposable	DOH - Disposable	DOH - Disposable	DOH - Disposable