



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

BID NUMBER: **WCGHSC0396/2023** CLOSING DATE: **MONDAY, 27 NOVEMBER 2023** CLOSING TIME: **11:00**

FOR THE PROVISION OF A COMPREHENSIVE CLEANING SERVICE INCLUDING EQUIPMENT AND CONSUMABLES A SANITARY BIN SERVICE AND GROUNDS MAINTENANCE AT EERSTE RIVER DISTRICT HOSPITAL AND MFULENI AND KLEINVLEI COMMUNITY DAY CLINIC UNDER CONTROL OF WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A 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 DEPARTMENT OF HEALTH** in the foyer of the Western Cape Government Building **next to the Cape High Court** at the junction of Dorp and Keerom Street, Cape Town. The bid box is generally open **24 hours a day, 7 days a week**. If you are uncertain about the location of the bid box, please call the responsible official, Mr Rashaad Matthews at (021) 483 2550 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. CSD self-registration only: www.csd.gov.za; contact email: SCM.eProcurementDOH@westerncape.gov.za

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

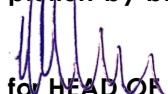
The B-BBEE status **on form WCBD 6.1 in your bid document** will be used to evaluate the bid, **not your B-BBEE status on the SEB or CSD**. Please complete your claims for the **80/20 or 90/10 preference points systems** in the WCBD6.1(B), as well as the attached **form WCBD4**. All other mandatory documents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

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 technical/specification enquiries to:

Intitution	Official	Telephone no.	Email address
Eerste River Hospital	Sr Jayaluxmi Anand	(021) 902 8081	jayaluxmi.anand@westerncape.gov.za
	Mrs Elizabeth Scholtz	(021) 902 8061	elizabeth.scholtz@westerncape.gov.za
Kleinvlei CDC	Ms Antoinette Lyners	(021) 826 9872	antoinette.lyners@westerncape.gov.za
Mfuleni CDC	Ms Tresia Matlali	084 523 7414	Tresia.matlali@westerncape.gov.za

The date stamp at the bottom of each page is for official use, not for completion by bidders.


C Munnik
for HEAD OF DEPARTMENT

DATE: 30/10/2023

www.westerncape.gov.za

<p>WESTERN CAPE GOVERNMENT HEALTH & WELLNESS GOODS & SERVICES SOURCING</p> <p>BID OPENED @ 11:00</p> <p>27 NOV 2023</p> <p>1) 2)</p> <p>SIGNED SIGNED</p>
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PART A

INVITATION TO BID

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

The Western Cape Government ('WCG') is committed to govern ethically and to comply fully with anti-fraud, theft and corruption laws and to conduct itself continuously 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 at all times with these principles to act in the best interest of the WCG and the public.

The WCG is committed to protecting public revenue, expenditure, assets and reputation from any attempt by any person to gain financial or other benefit in an unlawful, dishonest or unethical manner.

Incidents and suspicious activities will be thoroughly investigated and where criminal activity is confirmed, responsible parties will be prosecuted to the full extent of the law.

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF HEALTH & WELLNESS						
Bid no	WCGHSC0396/2023		Closing date:	Mon, 27 Nov 2023	Closing time	11:00
Description	Provision of a comprehensive cleaning service including equipment and consumables, a sanitary bin service and grounds maintenance at Eerste River District Hospital and Mfuleni and Kleinvelei Community Day Clinics for a 3-year period					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT						
Foyer of the main entrance, Western Cape Government Building (next to Cape High Court)						
Junction of Dorp and Keerom Streets, Cape Town 8001						
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
Contact person	Mr Rashaad Matthews		Contact person	Sr Jayaluxmi Anand		
Telephone no	(021) 483 2550		Telephone no	(021) 902 8081		
E-mail address	rashaad.matthews@westerncape.gov.za		E-mail address	jayaluxmi.anand@westerncape.gov.za		
SUPPLIER INFORMATION						
Name of bidder	<div style="border: 1px solid black; padding: 5px; text-align: center;"> WESTERN CAPE GOVERNMENT HEALTH & WELLNESS GOODS & SERVICES SOURCING BID OPENED @ 11:00 27 NOV 2023 1) 2) SIGNED SIGNED </div>					
Postal address						
Street address						
Telephone no						Code
Cellphone no						
Facsimile no						Code
E-mail address						
VAT registration no						
Supplier compliance status	Central Supplier Database no	MAAA				
B-BBEE status level verification certificate	[Tick applicable box] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE status level sworn affidavit	[Tick applicable box] <input type="checkbox"/> Yes <input type="checkbox"/> No			
If yes, was certificate issued by verification agency accredited by SANAS (SA National Accreditation System)		[Tick applicable box] <input type="checkbox"/> Yes <input type="checkbox"/> No				
A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED WITH A COMPLETED WCBD6.1(B) FORM TO QUALIFY FOR B-BBEE PREFERENCE POINTS						
Are you the accredited representative in South Africa for the goods/services/works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [if yes, enclose proof]		Are you a foreign-based supplier for the goods/services/works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [if yes, answer part B3]		
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS						
Is the entity a resident of the Republic of South Africa ('RSA')?			<input type="checkbox"/> Yes <input type="checkbox"/> No			
Does the entity have a branch in the RSA?			<input type="checkbox"/> Yes <input type="checkbox"/> No			
Does the entity have a permanent establishment in the RSA?			<input type="checkbox"/> Yes <input type="checkbox"/> No			
Does the entity have any source of income in the RSA?			<input type="checkbox"/> Yes <input type="checkbox"/> No			
Is the entity liable in the RSA for any form of taxation?			<input type="checkbox"/> Yes <input type="checkbox"/> No			
IF THE ANSWER TO ALL OF THE ABOVE IS "NO", IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS); OTHERWISE REGISTER AS PER 2.2 BELOW.						

PART B

TERMS AND CONDITIONS FOR BIDDING

1.	BID SUBMISSION REQUIREMENTS
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, not re-typed, forms provided, 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	Application for Tax Compliance Status ('TCS') may be made via e-Filing through the SARS website, www.sars.gov.za
2.3	Bidders must provide their unique SARS-issued personal identification number ('PIN') to enable the organ of state to view the taxpayer's profile and tax status.
2.4	Bidders may also submit a printed TCS certificate with a result summary page (downloaded from e-filing) with the bid.
2.5	In bids where consortia/joint ventures/sub-service-providers are involved each party must submit a separate TCS certificate and CSD number.
2.6	Where no TCS PIN is available but the bidder is registered on the Central Supplier Database ('CSD'), a CSD number must be provided.
2.7	No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members persons in the service of the state.
NB: FAILURE TO PROVIDE/COMPLY WITH ANY OF THE ABOVE REQUIREMENTS MAY RENDER THE BID INVALID.	
SIGNATURE OF BIDDER:	
CAPACITY IN WHICH THIS BID IS SIGNED:	
(Please submit proof of authority, e.g. company resolution, that bid signatory has been mandated to sign the bid in his/her capacity as the authorized representative of the organization.)	
DATE:	

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS	
GOODS & SERVICES SOURCING	
BID OPENED @ 11:00	
27 NOV 2023	
1)	2)
SIGNED	SIGNED

WCGHSC0396/2023 FOR THE PROVISION OF A COMPREHENSIVE CLEANING SERVICE INCLUDING EQUIPMENT AND CONSUMABLES, A SANITARY BIN SERVICE AND GROUNDS MAINTENANCE AT EERSTE RIVER DISTRICT HOSPITAL AND MFULENI AND KLEINVLEI COMMUNITY DAY CLINICS UNDER CONTROL OF WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A 3-YEAR PERIOD

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NOTE: Please index the required **annexures** in the order as above, and add them after the last documents in your bid offer with page separators in-between.

Please insert **any other compulsory forms** (Tax clearance certificates, BBBEE certificates, etc.) where they are specified or requested in the bid document.

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
GOODS & SERVICES SOURCING

BID OPENED @ 11:00

27 NOV 2023

1) 2)
SIGNED SIGNED

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DEFINITIONS

For the purpose of the description, financial implications, bid conditions, conditions of bid and contract, bid specifications and annexures, the definition of words below will apply.

Authority	Representative(s) from the end-user institution authorized to instruct the service-provider about specified and agreed contract requirements. Authorized persons for the purpose of this bid may include the Chief Executive Officer, the Deputy Director Finance, the Assistant Director HR and Facility Management and their delegated officials at Eerste River Hospital.
Bid	A written offer, in prescribed format, from a prospective service-provider, to provide services to an end-user.
Bidder	An organization/individual who completes and submits a bid subject to all the terms and conditions embodied in the bid.
Check call	Routine communication to verify the location and status of cleaners on duty and to report any deviations from contract conditions
Cleaner	A person employed by a cleaning service-provider to carry out cleaning and other related functions. General assistant shall bear the same meaning as cleaner.
Cleaning	The appropriate cleansing, treating and maintenance of designated furniture, fixtures, windows and soft and hard floor surfaces through dusting, sweeping, vacuuming, washing, polishing, buffing, stripping and sealing where applicable, both daily and bi-annually as required.
Conditions	All conditions and procedures specified which may affect the legal aspects of the bid or contract.
Contract	A legal, binding document and agreement resulting from the acceptance of a bid, including the full attached documentation, as well as the conditions contained in the General Conditions of Contract ('GCC'), which form the basis of the agreement resulting from the acceptance of a bid.
Contractor/Service-provider	The successful bidder/cleaning service-provider/cleaning business by whom the services specified will be provided subject to all the terms and conditions embodied in the contract.
Contract manager	Also called 'co-ordinator' or 'representative'; the member of the service-provider's management team designated to liaise with Eerste River Hospital about contract and contract-related services, AND The appointed representative from Eerste River Hospital assigned to review project effectiveness, compliance and monitoring the services.
Etcetera (abbreviated etc)	Meaning 'and the rest'; 'and others'; 'and so forth': used at the end of a list to indicate that other items of the same class or type should be considered or included.
End-user	The institution that requires provision of a specialized outsourced service to fulfil a need for which it does not have the in-house capacity, and who retains the services of a service-provider to carry out such service in accordance with an agreed contract. For the purpose of this bid, Eerste River Hospital and Mfuleni and Kleinvlei Community Day Clinics are the end-users of the service.
Equipment	All furniture, fixtures, fittings, appliances or any other item of equipment which the service-provider might reasonably require in the performance of its duties.
Facility	The end-user's premises/site where the service-provider shall perform the duties under the provisions of the bid. For the purposes of this bid, 'facility' will refer to both Eerste River Hospital and Mfuleni and Kleinvlei Community Day Clinics where the service will be provided.

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DEFINITIONS

For the purpose of the description, financial implications, bid conditions, conditions of bid and contract, bid specifications and annexures, the definition of words below will apply.

General Conditions of Contract	An explanatory annexure which forms part of the bid specification, detailing the general rights and obligations of entities conducting business with government.
Institution	Hospitals and associated health and training facilities under the control of Western Cape Government Health and Wellness including Eerste River Hospital and the Mfuleni and Kleinvlei Community Day Clinics, who are participants in a bid and on whose behalf certain services are arranged.
Interpretation	Words referring to the singular also include the plural and vice versa, where required by the context. Any gender includes the other. Reference to a person includes all entities, e.g. corporations, associations, partnerships, close corporations, government or local authorities and other legal and natural persons.
Management staff	Any management staff provided by the service-provider for the duration of this agreement.
Mandatory	A term which denotes an obligation (also shall/should and must) or legal requirement.
May (<i>aux verb</i>)	An expression of discretion (option) or contingency, especially in clauses indicating condition, concession, purpose, result, etc
Polish (<i>noun</i>)	Usually a petroleum-based/synthetic high-solid wax paste/liquid suitable for providing a dust-repellent sheen to porous or semi-porous furniture and floor-surfaces.
Post/service/point of duty	A designated place or workstation where or from where prescribed duties are performed and controlled.
Sealer/dressing	A non-ammonia based dry, clear (bight) or buffable polymer-synthetic wax emulsion with not less than 25% built-in solids applied to resilient floors to enhance its appearance and facilitate cleaning of spills, scuff-marks etc.
Service	The outsourced provision of a student meal delivery service at OPC in accordance with the specified duties, responsibilities and conditions detailed in this document.
Service-provider	The successful bidder/service-provider by whom the specified service will be provided subject to all the terms and conditions embodied in the bid.
Service-provider's staff	Staff responsible for performing the specified duties according to the scope of services required for the contract.
Site instructions	An operational document detailing specific duties and conditions of the contract (generic and specific).
Specification	A document detailing proposed services for the contract.
State, Government, Department	The Republic of South Africa and/or Government Department/Western Cape Government Health and Wellness, according to the context of the sentence.
Status quo	The condition or state of affairs of the bidder and bidding organisation as at the date of bid.
Stripper	A non-ammonia based detergent that allows the removal of dumpings and polishes on floor surfaces by breaking down the binding properties in these products.
Supervisor/controller	The person designated to manage a control room or command post and to report any variations in on-duty staff.

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DEFINITIONS

For the purpose of the description, financial implications, bid conditions, conditions of bid and contract, bid specifications and annexures, the definition of words below will apply.

Validity period	Period when a bid is valid, during which it is expected to be evaluated, recommended and concluded. Validity dates can be extended in agreement with bidders if bids are not concluded within the pre-determined validity period.
Western Cape Government Health and Wellness	Abbreviated as 'WCGHW', previously known as the Department of Health, Western Cape Government, this is the provincial government body who invited the bid, under whose control ERH and the clinics resides.

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Bidders must complete the “details of offer” column of this document in full, and reply “**complies**” or “**does not comply**” to indicate the offer's compliance with requirements. Failure to reply to all sections will make an offer ineligible for evaluation.

Bidders shall describe the capabilities and specifications of the offer fully on separate pages where necessary, and **MUST** refer to the relevant corresponding paragraph below in each case.

Para	Section 1: Introduction	Details of offer
1.1	SCOPE AND OVERVIEW	
1.1.1	This specification establishes the requirements for the provision, operation and management of a continuous cleaning service including equipment and consumables, a sanitary bin service and grounds maintenance at the premises of the Eerste River Hospital (abbreviated ‘ERH’) and Mfuleni and Kleinvlei Community Day Clinics (abbreviated ‘MK-CDC’ or ‘the clinics’) for a 3-year period , in accordance with the requirements described further on in this document.	
1.1.2	The service must be of the highest standard , provided by appropriate numbers and levels of trained cleaning staff in, and must include: <ul style="list-style-type: none"> - regular, scheduled daily, weekly, monthly and quarterly cleaning, - terminal and deep-cleaning of designated areas; at clinics, this will be done quarterly and during weekends, and - provision of all cleaning equipment/consumables, all at the service-provider's expense, unless otherwise specified. 	
1.1.3	The contract will be awarded based on information furnished by the successful service-provider in this document , and available in the public domain (<i>inter alia</i> the Central Supplier Database) at the time, which position (<i>status quo</i>) must be maintained by the service-provider for the contract's duration .	
1.1.4	If there are any changes in the service-provider's position , ERH and the clinics must be informed immediately, however, material differences in its status from the start of the contract may result in remedial action by ERH and the clinics.	
1.1.5	Depending on the its operational needs , ERH and the clinics reserve the right to either increase or decrease the number of cleaning staff permanently during the contract term, by giving 3 months (90 days) prior written notice of its intention. The resulting increased or decreased contract cost shall be calculated proportionally , and negotiated with the service-provider before implementation.	
1.1.6	Similarly, if ERH and the clinics's available funds should result in an increase or decrease of the service-area , the contract cost may be adjusted pro-rata by mutual consent .	
1.1.7	WCGHW promotes Sustainable Public Procurement and preference will be given to bidders who demonstrate support for, and compliance with, the sustainability objectives for cleaning materials and packaging detailed in para 2.4 , in addition to measures not specified relating to other aspects of their service.	
1.2.	VALIDITY PERIOD	
1.2.1	This bid shall be valid for 90 days from the closing date. If a bidder withdraws his offer during this period, and a less favourable bid has to be accepted as a result, the bidder will be liable to compensate ERH and the clinics .	

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
GOODS & SERVICES SOURCING

BID OPENED @ 11:00

27 NOV 2023

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Para	Section 1: Introduction	Details of offer
1.3	CONTRACT PERIOD	
1.3.1	This contract between WCGHW and the service-provider will become effective for 3 years from the day on which it is signed , or the first day of the following month, unless otherwise provided in the contract.	
1.3.2	The contract will end on the last calendar day of the 36th month after the commencement date, with the option to extend the contract for a period determined by WCGHW if required, after which fresh bids will be invited.	
1.4	GENERAL	
1.4.1	The bid will be subject to the General Conditions of Contract (GCC) of which a copy is included in the bid documents for the information of bidders. The successful bidder must accept the terms and conditions of the GCC.	

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Para	Section 2: Service Specification	Details of offer
2.1	PREMISES AND EQUIPMENT	
2.1.1	Duties and obligations of ERH, Mfuleni and Kleinvlei CDCs	
2.1.1.1	Before the contract award , ERH and the clinics reserves the right to conduct site visits at the premises of compliant bidders to assess bidders’ capacity and ability to provide the service satisfactorily.	
2.1.1.2	After the contract award , ERH and the clinics shall appoint a Contract Manager to act as operational liaison with the service-provider’s Cleaning Manager to provide a structure for daily communication , quality control , and the escalation of urgent issues , e.g. floods, spills etc.	
2.1.1.3	During the contract term , ERH and the clinics’s Contract Manager will determine when monthly and ad hoc meetings will be held with the service-provider and other stakeholders , <i>inter alia</i> to monitor performance, resolve challenges, etc. ERH and the clinics’ Contract Manager shall also accompany the service-provider’s Cleaning Manager on inspections of the premises every 2 weeks .	
2.1.1.4	ERH and the clinics shall provide all necessary lighting, electrical power , hot and cold water and any other resources that may be required for the provision of the cleaning service free of charge .	
2.1.1.5	ERH and the clinics shall ensure that any of its capital equipment or additional cleaning equipment that may need to be used by the service-provider in the course of his duties is maintained , serviced and functional .	
2.1.1.6	ERH and the clinics will provide access to on-site staff accommodation including a tea room , change room , bathrooms/toilets and a store room for safekeeping of the service-provider’s equipment and consumables.	
2.1.1.7	ERH and the clinics shall supply toilet paper , hand towels , hand soap and small clear placenta bags for all the bathrooms/toilets on the premises that must be cleaned by the service-provider.	

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Para	Section 2: Service Specification		Details of offer						
2.1	PREMISES AND EQUIPMENT (continued)								
2.1.2	Duties and obligations of the service-provider								
2.1.2.1	The service-provider must possess, maintain and carry the cost of its own telecommunication and information technology facilities to manage the service efficiently, which includes maintenance cost, safety expenses, network and equipment costs.								
2.1.2.2	To perform the specified service to an acceptable standard , the service-provider will supply and maintain at his own cost (unless otherwise specified): - all the necessary cleaning materials , cleaning agents and accessories at sufficient stock levels, and - all the essential and appropriate cleaning equipment in good working order , sufficient for staff use according to the schedule of activities to be performed and available at all times .								
2.1.2.3	The service-provider must substitute any faulty/ malfunctioning equipment , electrical equipment in particular, immediately and temporarily while it is removed off-site for repairs , or replace irreparable equipment permanently .								
2.1.2.4	Administratively, the service-provider must keep the following records on the premises so that they are available to be inspected : <table><tr><td>Equipment & consumables</td><td>Contract staff</td></tr><tr><td>Service & repair record - contractor's equipment & tools - hospital's/clinics' equipment & tools</td><td>Personnel & training - IDs and staff and qualifications - training & refresher course certificates</td></tr><tr><td>Inventory of cleaning chemicals - Material Data Safety Sheets - Chemical dilution manual</td><td>Medical - full staff medical reports with X-rays* - record of Hepatitis B vaccinations - confirmation of PPE compliance</td></tr></table>			Equipment & consumables	Contract staff	Service & repair record - contractor's equipment & tools - hospital's/clinics' equipment & tools	Personnel & training - IDs and staff and qualifications - training & refresher course certificates	Inventory of cleaning chemicals - Material Data Safety Sheets - Chemical dilution manual	Medical - full staff medical reports with X-rays* - record of Hepatitis B vaccinations - confirmation of PPE compliance
Equipment & consumables	Contract staff								
Service & repair record - contractor's equipment & tools - hospital's/clinics' equipment & tools	Personnel & training - IDs and staff and qualifications - training & refresher course certificates								
Inventory of cleaning chemicals - Material Data Safety Sheets - Chemical dilution manual	Medical - full staff medical reports with X-rays* - record of Hepatitis B vaccinations - confirmation of PPE compliance								
	*at contractor's cost								
2.1.2.5	The specified cleaning and grounds maintenance service on the premises of ERH and MK-CDC must be provided by the contractor's staff in appropriate numbers at the following locations and at the frequency indicated , in liaison with the designated staff at each facility:								
2.1.3	Service areas								

Table 1.1	Eerste River Hospital - Clinical		
Requirement	Cleaning		
Contract staff	2 teams of 19 each on rotation		
Hours & days	7:00-19:00 daily, Sun to Sat incl weekends & public holidays		
Locations	ARV Clinic	Offices	WESTERN CAPE GOV GOODS & S BID O
	ARV Adherence Club	OPD & 7de Laan	
	Case Manager's office	Pharmacy	
	CSSD	Physiotheraapy	
	Dental area	Social worker's office	
	Dietician's office		

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Para	Section 2: Service Specification		Details of offer
2.1.3	Service areas (continued)		
Table 1.2 Eerste River Hospital – Non-clinical			
Requirement	Cleaning		
Contract staff	2 teams of 20 each on rotation		
Hours & days	7:00-19:00 daily, Sun to Sat incl weekends & public holidays		
Locations	Admin kitchenettes	Management suite	
	Ambulance Areas	Medical records	
	Boardroom	Nursing Management	
	Body holding room	Reception	
	Booking	Securit Guard services	
	CDU	Social worker	
	CEO's office	Staff dining room	
	Computer room	Stores	
	Doctors' offices	Supply Chain Management	
	Education	Tea room	
	Exchange	X-Rays	
	Finance	Workshops	
	Human Resource Management		
Table 1.3 Eerste River Hospital			
Requirement	Grounds maintenance		
Contract staff	2 teams of 2 each on rotation		
Hours & days	7:00-16:00 daily, Mon to Fri incl weekends and public holidays		
Locations	Courtyards		
	Garden beds		
	Hospital entrance & exit; inside perimeter		
	Lawns inside premises & outside entrance		
	Parking areas		
	Paving		
	7de Laan		
Table 1.4 Mfuleni Community Day Clinic			
Requirement	Cleaning		
Contract staff	2 teams of 2 each on rotation weekly; 1 on Sat		
Hours & days	6:30-16:30 daily, Mon to Fri excl public holidays; 8:00-15:00 Sat		
Locations	Admin offices (x 2)	Mother and child health units (x 4)	
	Admin/Registry	Pharmacy	
	Consultation rooms (x 22)	Rehabilitation	
	Containers (x 4)	Security post rooms (front)	
	Dental rooms	Storeroom and stationery storeroom	
	Emergency room	TB room	
	Facility Manager's office	Tent waiting area	
	Kitchen	Toilets (x 15)	
	Main waiting area	Waiting areas (x 4)	
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Para	Section 2: Service Specification	Details of offer
2.1.3	Service areas (continued)	
Table 1.5	Mfuleni Community Day Clinic	
Requirement	Grounds maintenance	
Contract staff	1 groundsman	
Hours & days	6:30-16:30 excl public holidays	
Locations	Facility inner & outer perimeters	
	Garden beds	
	Lawns inside & outside perimeters	
	Oxygen room & other areas requiring oxygen tanks	
	Patient waiting areas	
	Paving	
	Waste collection area	
Table 1.6	Service areas	
Institution	Kleinvlei Community Day Clinic	
Requirement	Cleaning	
Contract staff	2 teams of 6 each on rotation	
Hours & days	7:00-17:00 daily, Mon to Fri excl public holidays; 8:00-15:00 Sat	Sat on request only
Locations	Admin clerks' offices (x 2)	Pharmacy
	Consultation rooms (x 50)	Security post rooms (front & back)
	Covid area	Storeroom
	Dental rooms (x 4)	TB room
	Emergency room	Toilets (x 20)
	Kitchen	Waiting areas (x 7)
	Main office and passages	
Table 1.7	Kleinvlei Community Day Clinic	
Requirement	Grounds maintenance	
Contract staff	1 groundsman	
Hours & days	7:00-16:00 excl public holidays	
Locations	Facility inner & outer perimeters	
	Garden beds	
	Lawns inside & outside perimeters	
	Oxygen room & other areas requiring oxygen tanks	
	Patient waiting areas	
	Paving	
	Waste collection area	

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Para	Section 2: Service Specification	Details of offer
2.2	USE & CONTROL OF PREMISES	<div style="border: 1px solid black; padding: 5px;"> <p>WESTERN CAPE GOVERNMENT HEALTH & WELLNESS GOODS & SERVICES SOURCING</p> <p>BID OPENED @ 11:00</p> <p>27 NOV 2023</p> <p>1) 2)</p> <p>SIGNED SIGNED</p> </div>
2.2.1	Cleaning staff accommodation	
2.2.1.1	ERH and the clinics shall provide the following facilities and amenities to contract cleaning staff free of charge in terms of Facilities Regulations Notice R924 which requires the provision of proper facilities to workers for taking beverages, changing clothes, storing possessions safely and making ablutions. For operational reasons , it might be necessary to establish similar facilities in ‘satellite’ buildings used by the service-provider.	
Table 2	Cleaning staff facilities & amenities	
1	Tea room: Main <u>facility staff</u> tea room to be used for tea & lunch	
2	Change room: male and female, to be <u>shared with facility staff</u>	
3	Bathrooms/toilets: male and female, to be <u>shared with facility staff</u>	
4	Storage space for cleaning equipment and consumables	
2.2.1.2	ERH and the clinics will provide suitable, secure space at no cost , for on-site administration, staff timekeeping and storage which will be staffed, controlled and managed by the service-provider , with a supervisor on duty whenever the area is open. The key shall be signed in and out daily in a special key register residing with the sister in charge and shall not be removed from the premises .	
2.2.1.3	The service-provider shall supply lockers for the safekeeping of cleaning staff's possessions and shall display sufficient notices advising staff of the use of these lockers at their own risk .	
2.2.1.4	Change rooms must be operational at least from 7:00 to 1900 daily , including weekends and public holidays, although exact hours may be amended in consultation with to ERH and the clinics' Contract Manager .	
2.2.1.5	Third-party persons wishing to use the change room or safekeeping facilities must apply in writing to the service-provider who must submit the form to ERH and the clinics' Contract Manager for authorisation. The service-provider shall allow ERH and clinic staff or other third-party persons to use these facilities free of charge .	
2.2.1.6	The service-provider shall be responsible for the security of the cleaning staff facilities, safekeeping of ERH and clinics' property in these areas while they are open, and implementing controls to prevent vandalism, graffiti, theft and damage to the building infrastructure and fittings.	
2.2.1.7	ERH and the clinics will be responsible for maintaining the cleaning staff facilities upon reporting of maintenance issues (e.g. leaking taps, faulty lightbulbs, blockages, locks, broken sanitary ware) to ERH and the clinics' Contract Manager .	
2.2.1.8	Cleaning staff facilities shall only be used , where appropriate, for changing and property safekeeping as described in the Regulations, and not as a rest room, dining room (consuming meals or snacks), recreation room (playing games) or meeting room . No smoking will be allowed in these areas and finest will be issued to service-provider's staff guilty of non-compliance.	

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Para	Section 2: Service Specification	Details of offer
2.2	USE & CONTROL OF PREMISES (continued)	
2.2.2	ERH and MK-CDC premises	
2.2.2.1	Although the service-provider’s staff shall have full access to all areas that require cleaning subject to the conditions of this bid, including surrounding buildings and facilities where applicable, and cleaning staff accommodation , the service-provider’s access will be limited to those areas.	
2.2.2.2	The service-provider shall not use the designated premises for any purpose other than cleaning services under the conditions of this bid, and shall not make any structural changes /alterations/additions to the existing premises without ERH and the clinics’ prior written authority .	
2.2.2.3	The service-provider shall use all fixtures, equipment, electricity, material and supplies, or allow these to be used, economically, only for the purpose for which they are provided , according to their directions for use.	
2.2.2.4	The service-provider shall not remove any ERH and/or MK-CDC equipment or property from the premises or location where it is kept and must safeguard all such equipment and property in its care from unauthorised use, damage, destruction or loss .	
2.2.2.5	The service-provider shall be responsible for any wilful or negligent damage to the building , or damage, destruction or loss of OPC equipment or property resulting from unauthorised use or negligence while in the service-provider’s care, fair wear and tear excepted.	
2.2.2.6	Not only will the service-provider undertake to replace any damaged, destroyed, lost or stolen equipment or property in its care, notwithstanding the cause and fair wear and tear excepted, but ERH and the clinics shall determine the replacement value of such items in consultation with the service-provider and shall also withhold such cost from any payment due to the service-provider.	
2.2.2.7	ERH and MK-CDC Contract Manager/authorised representative , accompanied by the service-provider’s Cleaning Manager , shall have reasonable access at all times to the facilities and equipment, material and supplies used by the service-provider. Written access requested by ERH and MK-CDC management may not be refused for functional, control or inspection purposes, which include <i>inter alia</i> <ul style="list-style-type: none"> - to monitor compliance with the contract conditions and specifications, - to establish if the premises, equipment, fixtures, electricity, material and supplies are being used in accordance with these conditions - to conduct inventory control of fixtures, equipment, etc., and - for any other reasonable purpose related to contract conditions or the wider interest of WCGHW. 	
2.2.2.8	Any ERH and/or MK-CDC property found/ recovered by the service-provider’s staff at the premises in the course of their duties must be returned immediately to the authorized institutional representative .	
2.2.2.9	The service-provider will be answerable to any claim arising from fatal or non-fatal injury , proven to have been caused by negligence by the service-provider or his staff, of any person present legitimately on ERH and the clinics’ premises.	

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Para	Section 2: Service Specification	Details of offer
2.3	STAFF MANAGEMENT AND TRAINING	<div style="border: 1px solid black; padding: 5px;"> <p>WESTERN CAPE GOVERNMENT HEALTH & WELLNESS GOODS & SERVICES SOURCING</p> <p>BID OPENED @ 11:00</p> <p>27 NOV 2023</p> <p>1) 2)</p> <p>SIGNED SIGNED</p> </div>
2.3.1	Staff management	
2.3.1.1	Any cleaning staff member deployed by the service-provider at ERH and the clinics must be:	
Table 3	Cleaner’s profile	
No	Requirement	
1	A South African citizen , and if not , possess a valid work permit	
2	Able to speak, read and write at least 2 of 3 Western Cape official languages of which one must be English .	
3	Cleared by South African Police Services to confirm no criminal record	
4	In possession of the company’s photo-ID card with his/her full name and ID number, worn prominently at all times	
5	Able to work independently	
2.3.1.2	For the efficient operation of the specified on-site service to ERH and the clinics’ satisfaction , the service-provider must supply appropriate numbers of only locally-based cleaning personnel , including relief staff in designated positions to substitute persons that are absent, ill or on leave , and will be responsible for their overall management and supervision .	
2.3.1.3	The workforce will comprise cleaners performing the required cleaning duties and sufficient numbers of skilled on-site cleaning supervisors directing the cleaners, planning and monitoring their work and standards, and maintaining discipline . If practically possible, the service-provider shall submit a list of cleaning and relief staff employed full-time for the contract’s duration .	
2.3.1.4	Wages paid by the service-provider to supervisors and cleaners must not be less than the minimum wage for the category of employee determined and gazetted by the Department of Labour from time to time. Bidders shall furnish proof that the salaries/wages paid to employees comply with this condition.	
2.3.1.5	To ensure that all staff are appropriately and uniformly dressed by the time their duties commence , the service-provider shall issue 3 sets of uniforms along with safety shoes or boots as required to cleaning staff , and gum boots , a rain suit and a summer hat to groundsmen prior to the start of the contract,	
2.3.1.6	Before the service commences and after consultation with ERH and the clinics’ Contract Manager , the service-provider must submit detailed descriptions of all activities carried out by each post , which will become the basis of a site-procedure manual for that post. One week before the service starts, the service-provider must also submit a list for each posting with full particulars of all cleaners to be deployed.	
2.3.1.7	At the start of each month the service-provider must submit a comprehensive roster of all shifts for the month to ERH and the clinics. For each shift, the roster must detail names and surnames, numbers and categories of cleaners and their points of deployment , as well as cleaners’ days off , and the names, surnames and points of deployment of relief staff .	
2.3.1.8	The service-provider must maintain a daily register for signing-in and signing-off times in areas of deployment to control and monitor the timekeeping of its staff. The hours recorded must be reconciled and copies attached to all invoices .	

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Para	Section 2: Service Specification	Details of offer
2.3.1	Staff management (continued)	
2.3.1.9	Cleaners must sign this attendance register when reporting for duty and leaving the site and must be available within 30 minutes after the start of the shift to be signed off by a hospital representative . Late-coming will be accumulated and deducted from the successful bidder’s account. Supervisors may not work longer than the stipulated shift and cleaners may not work double shifts .	
2.3.1.10	Before any shift , cleaners must be inspected and then posted to their points of deployment according to the duty roster. Cleaners must be in full uniform , ready for duty at their postings at the specified shift starting time . The service-provider must inform ERH and the clinics immediately of any daily change(s) to the roster and the reason(s) . No other person shall replace or relieve any of the service-provider’s employees at any time . The service-provider shall discuss any problems that may arise with ERH and the clinics.	
2.3.1.11	During shifts , the service-provider must ensure continuous deployment of required numbers of cleaners at each specified posting . Cleaners may leave their post only during tea and lunch breaks for not longer than 1 hour in total.	
2.3.1.12	If a cleaner/supervisor fails to perform his/her duties, or if misconduct reports are received, the service-provider must investigate the transgression, including but not limited to absenteeism from the site/point of duty, alcohol abuse, extended tea/lunch breaks, insubordination, etc. and submit a detailed written report to ERH and the clinics within 24 hours after the incident.	
2.3.1.13	At the request of the Contract Manager , the service-provider must remove the errant staff member from the site and replace him/her immediately . ERH and the clinics also has the right to request that the service-provider redeploy cleaners to best advantage, either temporarily or permanently .	
2.1.3.14	Ocasionaly, ERH and the clinics may expect cleaners to assist with , or perform duties other than cleaning condition that such duties are only required during emergencies or exceptional circumstances and will not be permanent . Where a cleaner performs any duty under the direct supervision of ERH and the clinics, the cleaner shall be expected to take instructions from the ERH and clinics’ Contract Manager .	
2.1.3.15	However, ERH and the clinics shall not instruct the service-provider’s staff to perform any duty that may be detrimental to their health or safety , that is beyond their strength or competence , or that may affect their status or dignity negatively .	
2.3.1.16	From time to time ERH and the clinics will issue written site instructions to the service-provider who must carry them out on-site accordingly. Such instructions may relate, <i>inter alia</i> , to the following aspects of the outsourced service : <ul style="list-style-type: none"> - cleaners’ code of conduct - cleaners’ performance standards and deviations - control of services and attendance - timekeeping, including managing attendance registers and late-coming - duty lists and duty sheets - uniform and dress standards - equipment handling - lost and found property management - incident reporting - removal from site and/or redeployment of cleaning staff 	

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Para	Section 2: Service Specification	Details of offer
2.3.1	Staff management (continued)	
2.1.3.17	For the duration of the contract, the service-provider shall ensure that his staff : <ul style="list-style-type: none"> - comply with all hospital/clinic policies, procedures and security directives while on-site, - have regard for the nature of their duties and therefore behave as quietly and orderly as practicable while engaged on-site, - cause no unreasonable/unnecessary disruption to ERH and the clinics's routine, activities, staff or clients, - do not engage in any organised labour activity on hospital/clinic premises, and - respect the right to privacy and confidentiality of ERH and the clinics's clients. 	
2.1.3.18	The highest standard of conduct is expected from the cleaning staff and includes compliance with the Western Cape Government's smoking policy . The service-provider's staff must present a professional appearance on-site at all times and must not dawdle, stand or sit idly, eat, drink, smoke or engage in loud conversations while performing their duties.	
2.1.3.19	The envisaged minimum (core) cleaning and grounds maintenance service staffing levels , determined historically by the institutions and vetted by a duly appointed Bid Specification Committee, are intended to ensure the continuous availability of staff for all shifts, and include relief staff ..	
2.1.3.20	Appropriately trained contract cleaning staff are required at ERH and the clinics as detailed in the following pages.	

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Para	Section 2: Service Specification						Details of offer
Table 4.1	Eerste River Hospital minimum core cleaning staff levels						
Number	Post description	Hours & shifts					Staff totals
4	Supervisor	7:00-19:00; 2/shift					Supervisors: 6
2	Supervisor	19:00-7:00; 1/shift					
20	Cleaner	7:00-16:00 of which 4 will work weekends or public holidays					Cleaners: 81
38	Cleaner	7:00-19:00; 19/shift incl weekends or public holidays					
22	Cleaner	19:00-7:00; 11/shift incl weekends or public holidays					
1	Cleaner, Theatre	40 hours/week, varying shifts					
4	Groundsman	7:00-16:00; incl weekends or public holidays					Groundsmen: 4
							Total staff: 91
Table 4.2	Eerste River Hospital weekly working hours and shifts						
Clinical areas cleaning – day shift							
Week 1	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Team 1	Day Off	7:00 -19:00	7:00 -19:00	Day Off	Day Off	7:00 -19:00	7:00 -19:00
Team 2	7:00 -19:00	Day Off	Day Off	7:00 -19:00	7:00 -19:00	Day Off	Day Off
Clinical areas cleaning – night shift							
Week 2	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Team 1	7:00 -19:00	Day Off	Day Off	7:00 -19:00	7:00 -19:00	Day Off	Day Off
Team 2	Day Off	7:00 -19:00	7:00 -19:00	Day Off	Day Off	7:00 -19:00	7:00 -19:00
Non-clinical areas cleaning							
Days	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Team 1	Night Off	19:00 - 07:00	19:00 - 7:00	Night Off	Night Off	19:00 - 07:00	19:00 - 07:00
Team 2	19:00 - 07:00	Night Off	Night Off	19:00 - 07:00	19:00 - 07:00	Night Off	Night Off
Grounds maintenance							
Days	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Contractor	7:00 -16:00	7:00 -16:00	7:00 -16:00	7:00 -16:00	7:00 -16:00	Day Off	Day Off
Grounds maintenance							
Days	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Contractor	7:00 -16:00	7:00 -16:00	7:00 -16:00	7:00 -16:00	7:00 -16:00	Day Off	Day Off
Table 4.3	Mfuleni Community Day Clinic minimum core cleaning staff levels						
Number	Post description	Hours & shifts					Staff totals
5	Cleaner	6:30-16:30 Daily Mon-Fri excl public holidays					Cleaners: 5
		8:00-15:00 Sat excl public holidays, only when requested					
1	Groundsman	6:30-16:30 excl public holidays					Groundsman: 1
1	Team leader	6:30-16:30 excl public holidays					Team leader: 1
							Total staff: 7
Table 4.4	Mfuleni Community Day Clinic weekly working hours and shifts						
Day shift only							
Week	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Contractor	06:30 - 16:30	06:30 - 16:30	06:30 - 16:30	06:30 - 16:30	06:30 - 16:30	Day off	Day off
Table 4.5	Kleinvlei Community Day Clinic minimum core cleaning staff levels						
Number	Post description	Hours & shifts					Staff totals
12	Cleaner	7:00-17:00 Daily Mon-Fri excl public holidays					Cleaners: 12
		8:00-15:00 Sat excl public holidays, only when requested					
1	Groundsman	7:00-16:00 excl public holidays					Groundsman: 1
1	Supervisor	7:00-17:00 excl public holidays					Supervisor: 1
							Total staff: 14
Table 4.6	Kleinvlei Community Day Clinic weekly working hours and shifts						
Day shift only							
Week	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Contractor	07:00 - 17:00	07:00 - 17:00	07:00 - 17:00	07:00 - 17:00	07:00 - 17:00	Day off	Day off
Table 4.7	Total cleaning staff for Eerste River Hospital and Mfuleni and Kleinvlei CDC						
	Post description	Numbers of staff/post					
	Supervisors	7					
	Team leaders	1					
	Cleaners	98					
	Groundsmen	6					
	Grand total	112					

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Para	Section 2: Service Specification	Details of offer
2.3	STAFF MANAGEMENT AND TRAINING (continued)	
2.3.2	Training	
2.3.2.1	The service-provider must have at least 3 years’ contract cleaning experience and must use only his own on-site trained cleaning staff according to the bid’s specified requirements. Cleaning supervisors must have received appropriate training for their specific duties .	
2.3.2.2	Before the contract term starts , the service-provider’s cleaning staff to be deployed at ERH and the clinics must be made available for 1 day of on-site training . During the contract term, cleaning staff must also be accessible for in-service training by ERH and MK-CDC personnel to perform special tasks , e.g. handling emergency requests, dealing with medical waste, etc and similar site-related duties . Such training will be for the service-provider’s account .	
2.3.2.3	In exceptional circumstances , if new cleaning staff are required, they must work an 12-hour training shift at the service-provider’s cost before being allowed on duty for a normal shift. No untrained cleaning staff will be allowed to work on-site.	
2.3.2.4	Prior to the placement of cleaning staff at the institutions, and on a continuous monthly basis thereafter, training about the aspects below must be provided to cleaning staff including managers ; training records must be retained and be available for inspection : <ul style="list-style-type: none"> - the appropriate use of equipment, detergents and disinfectants, and - effective cleaning methods for different areas in the facilities with specific regard for Infection Prevention and Control (‘IPC’) policy and practices. 	

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Para	Section 2: Service Specification	Details of offer
2.4	PURCHASE AND SUPPLY OF CLEANING EQUIPMENT, CHEMICALS & CLEANING MATERIALS	
2.4.1	In line with WCGHW’s transversal provincial focus on Sustainable Public Procurement , institutions are starting to incorporate alternatives that are less harmful to environmental and human health and have a reduced environmental pollution impact to traditional cleaning products known for harmful components . Such alternatives include biodegradable , biologically-based or biologically enhanced cleaning and degreasing products, and may be free of high concentrations of volatile organic compounds .	
2.4.2	Bidders are encouraged to include such ‘ green ’ alternatives for some of the items required as part of services contracts, and to support these alternatives with information stating <i>inter alia</i> the percentage recyclable material, chemical components break-down, biodegradability etc, from credible , verifiable sources and/or sustainability accreditation where applicable or available.	
2.4.3	This focus extends to procuring alternatives to plastic and plastic products and bidders should be mindful of packaging (type and quantity used) and recycling or refilling opportunities where appropriate, to WCGHW’s standards.	
2.4.4	Before the start of the cleaning service , and service-provider shall agree on a list of chemicals and cleaning agents necessary for the service. The service-provider shall arrange for the purchase and supply of all consumable products used on-site at his own cost , and shall ensure the ongoing availability of sufficient stock levels . ○	
2.4.5	Similarly, the service-provider shall be responsible for the supply and maintenance in good working order of all essential and appropriate cleaning equipment and accessories and gardening equipment and tools for the contract’s duration. Also see para 2.1.2.3-4 on page 12 .	
2.4.6	All cleaning products supplied and used by the service-provider must comply with the specified quality standards for each product laid down by the South African Bureau of Standards (‘ SABS ’), and shall be an approved SABS brand .	
2.4.7	All chemicals and cleaning agents must be clearly labelled , (CFC-free) and stored in suitable clear or opaque containers according to the type and individual requirement of specific chemicals/cleaning agents, with suitable leak-proof, spill-free caps , packaged in quantities most suitable to each chemical/cleaning agent and its frequency of use .	
2.4.8	All cleaning consumables used by the bidder must be accompanied by Material Data Safety Sheets for every product , copies of which must be included with the bid offer . Failure to comply with this requirement will lead to disqualification . No Material Data Safety Sheets will be accepted after bid closing .	

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Para	Section 2: Service Specification	Details of offer
2.4	PURCHASE AND SUPPLY OF CLEANING EQUIPMENT, CHEMICALS & CLEANING MATERIALS	

Table 5 Suggested types & standards of cleaning products

Product	SABS/SANS no	Use/purpose
Dishwashing liquid	SABS/SANS approved	Washing dishes
Bleach	SABS/SANS approved	Disinfecting cloths and surfaces
Neutral detergent	SABS/SANS 892	High dusting and washing walls
Neutral detergent	SABS 0170/SANS 10170	Scrubbing floors
All-purpose cleaner	SABS/SANS 892	Toilet bowls, basins; non-ammonia
Genl-purpose cleaner	SABS/SANS approved	Bumper rails, staircases, etc.
Disinfectant	SABS/SANS approved	Frequently touched surfaces, also toilet bowls, basins, etc
Air freshener	SABS/SANS approved	General use in bathrooms, passages offices, workshops, etc
Oven cleaner	SABS/SANS 1255	Cleaning oven(s) & oven racks
Degreaser	SABS/SANS 1216	Stubborn dirt e.g. greasy build-up, showers
Window cleaner	SABS/SANS approved	Window washing (see cleaning spec)
Brass cleaner	SABS/SANS approved	Cleaning brass fittings (door knobs etc)
Stainless steel cleaner	SABS 6316/SANS 1316?	Cleaning lifts, door frames, etc; no overpowering smell
Paint remover	SABS/SANS approved	Cleaning paint spills, graffiti, etc
Floor sealer/dressing	SABS 0170/SANS 10170	25% or more solid content; polymer
Floor stripper	SABS 0170/SANS 10170	Compatible with sealer; non-ammonia
Floor pads	SABS 0170/SANS 10170	For scrubbing, stripping, buffing floors
Cleaning cloths	SABS/SANS approved	Colour-coded for different cleaning applications
Gloves	SABS/SANS approved	General use
Plastic waste bags	SABS/SANS approved	Clear, red, yellow & green; strong; small, med, large

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Para	Section 2: Service Specification		Details of offer
2.4	PURCHASE AND SUPPLY OF CLEANING EQUIPMENT, CHEMICALS & CLEANING MATERIALS		(continued)
Table 6.1 Eerste River Hospital cleaning equipment			
Quantity	Description		
All areas	Colour-coded cleaning cloths; shall be changed frequently		
All areas	Pistol grip spray containers		
1/area	Janitor trolley		
1	Vacuum cleaner for carpeted floors		
1	Floor-polisher/buffer/scrubbing machine for resilient floors		
1	Floor-blower/fan		
2/area	Two-way bucket system		
2/area	Window squeegees		
4/area	Colour-coded mops		
4/area	Static head mops for cleaning dry floors		
4/area	Colour-coded buckets		
4/area	'Wet floor' signs		
91	Headlights for use by all contact staff during load-shedding		
As needed	Colour maintenance pads for buffing floors		
Table 6.2 Eerste River Hospital chemicals & cleaning materials			
	Description		
	Air fresheners – all toilets	Pine Gel	
	Biocide	Sealer	
	Bleach	Scourers	
	Cloths – all kitchen areas	Spray buff / polish	
	Cream-type all-purpose cleaner	Stationery	
	Dishwashing liquid	Stripper	
	Dish cloths and scourers – all areas	Sweepers - mop	
	Dust pans with brushes – all areas	Toilet brushes – all toilets	
	Furniture polish	Urinal tablets	
	Maintenance pads for different floors		
Table 6.3 Mfuleni CDC cleaning equipment, chemicals & cleaning materials			
	Equipment		
	Dust pans and brushes – annually; replacements in case of loss/damage		
	Mops – red, green or yellow		
	Two-way bucket system for mopping floors		
	Chemicals & cleaning materials		
	Biocide - 1 x 80 units		
	Bleach - 25 litre		
	Columbus sealer - 25 litre		
	Dishwashing liquid - 25 litre		
	Multiguard - 25 litre		
	Pine gel/all-purpose cleaner - 25 litre		
	Wax polish - 25 litre		
	Cloths – miscellaneous ('lappies')		
	Pieces of rough sponge - green		
	Pot scrapers		
	Red & black pads		

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Para	Section 2: Service Specification	Details of offer	
2.4	PURCHASE AND SUPPLY OF CLEANING EQUIPMENT, CHEMICALS & CLEANING MATERIALS	(continued)	
Table 6.4	Kleinvlei CDC cleaning equipment, chemicals & cleaning materials		
	Equipment		
	Blue bucket and cloths for clinical areas and non-clinical service areas		
	Buffing machine		
	Colour labelled mop - red for toilets and bathrooms		
	Colour labelled mop - blue for clinical areas and non-clinical service areas		
	Floor polisher		
	Green bucket and cloths for bathroom and consulting room basins		
	Janitor trolley OR two-way bucket system for mopping floor		
	Labelled spray bottle for disinfectant solution		
	Mop labelled for cleaning exterior areas		
	Mop sweeper or soft-platform broom		
	Red bucket and cloths for toilet		
	White cloths for kitchen		
	Window cleaning squeegee		
	Chemicals & cleaning materials		
	Alcohol based agent - 70% - 90%		
	Chlorine releasing agent -hypochlorite (e.g., biocide D or clorox)		
	Cleaning detergents with neutral pH		
	Consumables for quarterly deep-cleaning of facility		
	Floor polish – wet polymer		
	High level disinfectant for medical equipment - e.g., sodium perborate powder OR ortho-phthalaldehyde		
	Polish and sealer		
	Stripper – protective polymer		
Table 6.5	Eerste River Hospital, Mfuleni & Kleinvlei CDCs personal protective equipment		
	Isolation room(s)	General cleaning areas	
	Aprons	Aprons	
	Disposable gowns	Masks	
	Disposable shoe covers	Long rubber gloves	
	Goggles		
	Long rubber gloves		
	Masks		
	Mob caps		
Table 6.6	Eerste River Hospital, Mfuleni & Kleinvlei CDC gardening equipment & tools		
Quantity	Description	Quantity	Description
1	Small ladder	2	30 m heavy duty hose & fittings
1	Long ladder	2	Sprinklers
1	Panga	2	Shovels
1	pick-axe	2	Garden forks
1	Pruning set	4	Spades
1	Petrol chainsaw	4	Rakes – 2 metal; 2 plastic
1	High-pressure hose	4/quarter	Brooms
10 litre	Weed killer – twice/year		

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Para	Section 2: Service Specification	Details of offer
2.5	HYGIENE AND CLEANLINESS OF STAFF	
2.5.1	The service-provider shall ensure that all cleaning staff-members are in good physical health , have sufficient strength to perform their daily duties, and do not have any infectious diseases . ERH and the clinics shall not be liable for any illness or disease contracted by the service-provider's staff arising from duties performed in the course of this service.	
2.5.2	Proof of the mandatory vaccination of existing staff against hepatitis B (3 doses 4 weeks apart; booster doses every 5 years) must be provided to ERH and the clinics's Contract Manager at the start of the contract and those of new employees immediately after their appointment . Staff vaccinated less than 5 years ago do not need vaccination. These records must be available at all times for Ideal Hospital and Ideal Clinic verification.	
2.5.3	The service-provider shall ensure that all staff-members look presentable , and are neatly dressed in clean uniforms or protective clothing at all times while on ERH and the clinics' premises. Uniforms must be prominently embossed with the company logo and shall be of an equal standard to uniforms worn by ERH and MK-CDC staff engaged in similar duties .	
2.5.4	Cleaning staff issued protective clothing to wear in specified areas by ERH and the clinics shall change into this clothing only when they are on-site and shall not leave the unit, ERH or MK-CDC premises under any circumstances while wearing clothing that is the hospital/clinics' property .	
2.5.5.	Each cleaning staff-member shall be in possession of a service-provider issued photo-identification badge , indicating company name, cleaner's name, rank and clear photograph, which shall be worn and displayed at all times by the staff while on the ERH and clinics' premises.	

Table 7 Minimum uniform requirements

Description	Comments
Disposable headgear, gloves and aprons	Where necessary, for deep-cleaning
Uniform top/shirt/jacket & pants	Skirts optional (cultural preference)
Safety shoes/boots where required, OR Comfortable closed shoes	In accordance with Occupational Health and Safety Act, Act 85 of 1993
Gum boots, rain suit, summer hat	For grounds maintenance
Photo identification badges	Must contain photo of wearer, name, ID no & company name; must be worn at all times.

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Para	Section 2: Service Specification	Details of offer
2.6	PENALTIES	
2.6.1	In addition to general penalties for the non-performance of contract services within specified timeframes to which ERH and the clinics are entitled under paragraph 21 and 22 of the General Conditions of Contract ('GCC'), the service-provider will incur the following individual penalties for specification non-compliance:	
Table 8	Infringement	Value of fine
1	Late posting (1 hour after scheduled time)	R500/person
2	Failure to adhere to dress code	R500/person
3	Failure to wear and display identity card	R500/person
4	Asleep on duty:	R500
5	Daily hygiene audit not carried out by supervisor in accordance with audit tool	R1 000/incident
6	Absent from point of duty without permission	R1 000/incident
7	Posting of untrained staff	R1 000/incident
8	Failure to provide a relief	R1 000/incident
9	Failure by service-provider to visit at least once a week	R2 000/incident
10	Duties not performed due to equipment problems	R2 000/incident
11	Duties not performed due to unavailability of cleaning consumables	R2 000/incident
12	Failure to use colour-coded equipment	R2 000/incident
13	Allocated cleaning duties not carried out as prescribed	R2 000/incident
14	Allocated scrubbing duties not carried out as prescribed on scrubbing plan	R2 000/incident

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Para	Section 3: Cleaning, grounds maintenance & sanitary bin service specification	Details of offer
3.1	SERVICE REQUIREMENTS	
3.1.1	Cleaning	
3.1.1.1	The comprehensive cleaning service consists of regular , scheduled daily cleaning and refuse disposal in public areas, offices, boardrooms and workshops, and continuous longer-interval deep-cleaning in designated areas, maintained at a high standard at all times.	
3.1.1.2	Besides their routine duties, the service-provider's staff may also be required to perform emergency cleaning (e.g. floods) outside their designated areas of deployment (posting) but within ERH and the clinics's premises .	
3.1.1.3	The Occupational Health and Safety Act, Act no 85 of 1993 and Regulations govern the daily routine cleaning and disinfection processes, which are performed according to a 2-step method .	
3.1.1.4	Every morning supervisors must mix a disinfectant solution of suitable strength for its required use according to the directions on the Material Data Safety Sheet and distribute it to cleaning staff responsible for the various areas .	

Table 9 Two-step cleaning & disinfection method

Step	Consumables	Process
1	Detergent (e.g.Sunlight Liquid)bucket, cloth	Clean surfaces with detergent & water solution
2	Disinfectant (e.g. Dettol), spray-bottle, cloth	Spray disinfectant solution on surface; wipe with cloth

Table 10 Daily routine cleaning

Area – furniture/fixtures/fittings	Activity	Frequency
Frequently-touched surfaces – fridges, microwaves, door-handles	Clean	3 times daily
Ablution facilities - toilets, basins, sinks, wall tiles; check frequently	Clean when necessary	Hourly
Kitchen areas, excluding crockery & cutlery	Clean	Daily
Designated outside areas – entrances, sputum booths, refuse yard	Clean	3 times daily
Offices – desks, telephones, filing cabinets, computer equipment	Clean & disinfect	Daily
Reception & consulting rooms - vinyl & plastic chairs	Wipe with disinfectant	Daily
All carpeted areas	Vacuum	Daily
All other floors	Vacuum and wash	Daily
All areas - wastepaper baskets, bins & other waste containers	Empty	2 times daily
Any areas – ad hoc reactive service for e.g. accidental spillages etc	Spot clean & sanitise	Immediately

Table 11 Weekly routine cleaning

Area – furniture/fixtures/fittings	Activity	Frequency
Glass doors	Wash when necessary	2 times or more
Doors, walls and skirtings	Wash	Weekly
Light fittings, shelves, lockers, kitchen appliances etc	Clean	Weekly
All ducts, grills and vents	Clean	Weekly

Table 12 Quarterly routine cleaning & cleaning on request

Area – furniture/fixtures/fittings	Activity	Frequency
All windows & window sills	Wash inside & outside	Quarterly
Doors, walls and skirtings	High dusted	Quarterly
Store shelving	Clean	On request

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Para	Section 3: Cleaning, grounds maintenance & sanitary bin specification	Details of offer
3.1.1	Cleaning (continued)	
3.1.1.5	Certain designated areas need to be deep-cleaned professionally by means of an intensive , heavy-duty cleaning and disinfection process utilising a combination of chemicals , mechanical actions and high-pressure cleaning equipment in hard-to-reach areas continuously throughout the contract term in the following areas:	
Table 13 Routine deep-cleaning		
Area – furniture/fixtures/fittings		Frequency
Eerste River Hospital outside drains x 122		Monthly
Eerste River Hospital fat traps		Weekly
Kleinvlei CDC outside drains x 2		Weekly
Kleinvlei CDC plaster trap grits x 1		Weekly
Table 14 Cleaning schedule		
All wards & clinical areas including body room		
Daily	Weekly	Other
Sweep floor with mop sweeper to prevent airborne dust	Clean & disinfect permanent fittings & ledges	All areas in Emergency Centre, ambulance entrance & loading bay – hourly
Damp-mop floors with disinfectant	Clean accessible exterior & interior windows	Spot-clean spillages - immediately
Damp-wipe window ledges, skirtings, doors & frames	Dust blinds, ceilings & light fittings	Deep-clean carpets – quarterly or as required
High-level dusting	Burnish floors with high-speed industrial polisher for high-gloss, non-slip finish	Special carpet wash for stains – as required
Remove finger marks from wall switches & light switches		Terminal cleaning & steam cleaning of isolation room after discharge of infectious patient – as required
Dust bed-frames & wipe with anti-bacterial agent - after patient exchanges		Deep cleaning & steam cleaning of upholstered furniture at ERH – as required
Damp-wipe bedside lockers & cardiac tables – 2 x		
CSSD, operating theatre & procedure rooms		
Daily	Weekly	Other
Sweep floor with mop sweeper to prevent airborne dust - after each theatre case	Clean accessible exterior & interior windows	Spot-clean spillages - immediately
Damp mop floors using double bucket system - after each theatre case	Dust ceilings	
Damp-wipe window ledges, skirtings, doors & frames	Burnish floors with high-speed industrial polisher for high-gloss, non-slip finish	
High-level dusting		
Dust light fittings & blinds		
Remove finger marks from wall switches & light switches		
Dust bed-frames & wipe with anti-bacterial agent - after patient exchanges		
Pharmacy (Under close monitoring, access restricted, subject to search policy)		
Daily	Weekly	
Sweep floors– 2 x ; mop floors	Wash shelving & walls	
Clean tea room/kitchen – 2 x	Clean windows	
Clean equipment basin – 3 x		
Clean patient waiting area & floors - 3 x		
Clean office furniture and surfaces		
Clean exterior surfaces of fridges		
Empty bins		

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Para	Section 3: Cleaning, grounds maintenance & sanitary bin specification	Details of offer
3.1.1	Cleaning (continued)	
Table 14 Cleaning schedule (continued)		
Out Patients Department – all clinics (Old & new building, physiotherapist, dietician, social worker etc)		
Daily	Weekly	Other
Sweep floor with mop sweeper to prevent airborne dust – 2 x	Clean accessible exterior & interior windows	Spot-clean spillages - immediately
Damp mop floors with disinfectant – 2 x	Dust ceilings & light fittings	
Damp-wipe bedside lockers & cardiac tables – 2 x		
Dust bed-frames & wipe with anti-bacterial agent - after patient exchanges		
Damp-wipe window ledges, skirtings, doors & door frames		
Clean & disinfect permanent ledges & skirtings		
High-level dusting		
Dust light fittings & blinds		
Remove finger marks from wall switches & light switches		
Burnish floors with high-speed industrial polisher for high-gloss, non-slip finish		
All offices in ERH & Admin building, reception, doctors' & students' rest rooms, tea rooms, Medical Records, Stores & X-Rays		
Daily	Weekly	Other
Sweep floor with mop sweeper to prevent airborne dust	Clean accessible exterior & interior windows	Spot-clean spillages - immediately
Damp mop floors using double-bucket system	Dust ceilings & light fittings	
	High level dusting	
Clean & disinfect permanent ledges & skirtings	Burnish floors with high-speed industrial polisher for high-gloss, non-slip finish	
Damp-wipe window ledges, skirtings, doors & frames		
Clean & disinfect permanent ledges & skirtings		
Dust blinds		
Remove finger marks from wall switches & light switches		
Vacuum carpets		
Main Passage ('Slanggang')		
Daily	Weekly	Other
Sweep floors with mop sweeper to prevent airborne dust – 2 x	Clean accessible exterior & interior windows	Check frequently during the day repeat cleaning as required
Damp mop floors using disinfectant – 2 x	Dust ceilings & light fittings	
Empty & clean all waste receptacles – 2 x	Clean & polish all bright metal fittings	
Damp wipe window ledges, doors & frames	Clean floors according to type - tiles, carpet, vinyl	
Clean skirting, windowsills, ledges, pipes & fittings		
Clean & disinfect permanent fittings & pipes		

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Para	Section 3: Cleaning, grounds maintenance & sanitary bin specification	Details of offer			
3.1.1	Cleaning (continued)				
Table 14 Cleaning schedule (continued)					
Kitchenettes, bathrooms, toilets, showers & sluice rooms					
Hourly	Weekly	Other			
Sweep floors with mop sweeper to prevent airborne dust	Clean accessible exterior & interior windows	Check frequently during the day & repeat cleaning as required			
Damp mop floors with disinfectant	Dust ceilings & light fittings				
Clean and disinfect toilets					
Clean and disinfect wall tiles					
Clean and disinfect permanent fittings & pipes					
Clean & sanitise all toilet bowls, basins, urinals & showers					
Clean mirrors and skirtings					
Damp wipe window ledges, doors & door frames					
Empty, clean & replace bins in all areas					
Daily					
Clean & polish all bright metal fittings					
Clean windowsills, ledges, pipes & fittings					
Clean floors according to type - tiles, carpet, vinyl					
Main kitchen					
Hourly	Weekly				
Clean office – dust, sweep & wash floor	Scrub floors				
Wash Main Kitchen walls	Clean exterior & interior windows				
Wash extractor fans					
Clean courtyard & darins at back door of kitchen					
Boardroom & Education Department					
Daily					
Clean thoroughly at 7:00 daily – dust, vacuum carpet/seal floor					
Clean and tidy up after meetings, seminars & workshops – immediately/as necessary					
Clean kitchen after function – wash & pack away dishes					
Empty bins – 2 x					
Linen bank					
Daily	Weekly	Other			
Damp wipe window ledges, doors & frames	Clean accessible exterior & interior windows	Check frequently during the day & repeat cleaning as required			
Clean skirtings	Dust ceilings & light fittings				
Clean windowsills, ledges, pipes & fittings	Clean & polish all bright metal fittings				
Clean & disinfect permanent fittings & pipes	Clean floors according to types - tiles, carpet, vinyl				
Scrub soiled linen area	Scrub clean linen area				
Sweep floors with mop sweeper to prevent airborne dust – 2 x					
Damp mop floors with disinfectant – 2 x					
Empty & clean all waste receptacles – 2 x					
All clinical & non-clinical areas					
Cleaning & disinfecting of blood & bodily fluids – immediately, as & where necessary					

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Para	Section 3: Cleaning, grounds maintenance & sanitary bin specification	Details of offer
3.1.1	Cleaning (continued)	
Table 15 Routine maintenance cleaning		
Dusting		
Daily		
Dust all accessible surfaces & equipment		
Dust & disinfect all telephones		
Dust all vertical surfaces		
Damp wipe window ledges		
Polish desktops		
Clean all vinyl/cloth-covered furniture		
Floor maintenance – resilient floors e.g. vinyl, linoleum & tiles		
Daily	Weekly	Other
Sweep with chemical-impregnated mop	Spray-buff with industrial floor polisher using non-slip polish – 2 x/as required	Scrub with stripper & apply sealer; some areas may require more regular strip & seal – quarterly/as necessary
Rugs & carpeting		
Daily & as required		Monthly
Vacuum thoroughly		Deep clean
Spot-clean marks & stains		
Glass & metal work		
Daily & as required	Weekly & as necessary	
Damp-wipe all glass & metal work	Polish metal work	
Windows & partition glass		
Daily	Weekly	
Clean both faces of partition glass	Clean accessible exterior & interior faces of all windows	
	Clean sliding doors – weekly & as necessary	
Ceramic tiles		
Daily		
Sweep with chemical-impregnated mop		
Damp mop using solution of disinfectant detergent & water, or clean water depending on floor surface		
Walls & paintwork		
Daily		
Clean all finger marks from light switches, doors and walls		
Municipal waste disposal		
Daily		
Remove all municipal waste to central collection points – 3 x daily		

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Para	Section 3: Cleaning, grounds maintenance & sanitary bin specification	Details of offer
3.1	SERVICE REQUIREMENTS	
3.1.2	Grounds maintenance – general duties	
3.1.2.1	<p><i>Lawn mowing</i></p> <ul style="list-style-type: none"> - All grass must be maintained at approximately 25 mm above ground level inside and outside the main entrance. - All grass clippings must be collected and removed from the mowed area and the premises on the same day. - All lawn edges must be kept neat. - The service-provider must supply a mesh net/shield to protect vehicles and windows of buildings while lawns are mowed. 	<div style="border: 1px solid black; padding: 5px;"> <p style="text-align: center;">WESTERN CAPE GOVERNMENT HEALTH & WELLNESS GOODS & SERVICES SOURCING</p> <p style="text-align: center;">BID OPENED @ 11:00</p> <p style="text-align: center;">27 NOV 2023</p> <p>1) 2)</p> <p style="text-align: center;">SIGNED SIGNED</p> </div>
3.1.2.2	<p><i>Tree pruning</i></p> <ul style="list-style-type: none"> - All trees and shrubs must be pruned regularly. - All pruned material to be removed from the premises on the same day. 	
3.1.2.3	<p><i>Weeding</i></p> <ul style="list-style-type: none"> - Weeds must be removed from all flower beds. - All built, electrical and mechanical infrastructure - roadways, kerbs, channels, paved areas, lamp posts, drain and sprinkler valve corners - must be kept weed-free. - Weeds in gullies and storm water channels must be sprayed with insecticide and cut with edge cutters, after which the gullies and storm water channels must be cleaned thoroughly. 	
3.1.2.4	<p><i>Fertilization</i></p> <ul style="list-style-type: none"> - Fertilizer will be supplied by ERH at the service provider’s request. 	
3.1.2.5	<p><i>Planting</i></p> <ul style="list-style-type: none"> - Any plants/seedlings must be planted as instructed by ERH’s representative. 	
3.1.2.6	<p><i>Watering</i></p> <ul style="list-style-type: none"> - During summer the gardens may be watered only between 7:00 and 11:00. - During winter the gardens will be watered as necessary. 	
3.1.2.7	<p><i>Groundsman duties – Eerste River Hospital</i></p> <ul style="list-style-type: none"> - The groundsman must collect and dispose of all litter from the grounds, drains and at the entrances and exits of the hospital. - He is also responsible for the management of municipal waste and waste recycling on the premises. 	
3.1.2.8	<p><i>Groundsman duties – Mfuleni and Kleinvlei CDC</i></p> <ul style="list-style-type: none"> - The groundsman are responsible for mowing the lawns monthly inside and outside the clinics’ perimeters. - Flower beds must be weeded and composted. - Seedlings and plants must be planted at the institutions’ request. - Paved areas must be trimmed, and litter removed from the grounds, including inside and outside the facilities’ perimeters. - Groundsmen must ensure that municipal waste is removed from the premises weekly, and that bins are cleaned once weekly. - Additionally, groundsman are responsible for receiving medical oxygen from the supplier, distributing tanks to areas where they are required and ensuring the safety of tanks in the designated oxygen room. - They must also ensure that distilled water bottles (coolers) in patient waiting areas are filled and that cups are available for patients. 	

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Para	Section 3: Cleaning, grounds maintenance & sanitary bin specification	Details of offer
3.1	SERVICE REQUIREMENTS (continued)	
3.1.3	Sanitary bin service	
3.1.3.1	Eerste River Hospital and Mfuleni and Kleinvlei CDCs will provide sanitary bins for all their toilets, that need to be serviced by the successful bidder. There is a total of 123 toilets between the 3 facilities and the number of sanitary bins available at each site is – (i) Eerste River Hospital – 72 units (ii) Mfuleni CDC – 18 units (iii) Kleinvlei CDC – 33 units	
3.1.3.2	The service-provider must clean the sanitary bins 4 times daily : - twice during the day , between 7:00 and 19:00 , and - twice during the night , between 19:00 and 7:00 .	
3.1.3.3	When the red bag containing waste material is removed from the bin, it must be placed in the smaller medical waste container and taken to the medical waste collection area .	
3.1.4	Pest reporting	
3.1.4.1	If the service-providers detects the presence of any vermin or pests in the course of his cleaning and grounds maintenance duties, this must be reported to the facility’s representative .	
3.1.4.2	The service-provider will not be expected to manage any pest-related occurrence , either in the facilities or on their grounds , as there is a separate pest control service in operation.	
3.1.4.3	However, after the pest control service has been provided, the service-provider is responsible for cleaning and clearing areas contaminated by the pests and their excreta.	

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Para	Section 4: Special Conditions	Details of offer
4.1.	APPLICABLE DOCUMENTS In addition to the specification and annexures which form part of this bid, prospective bidders are responsible for furnishing the following compulsory bid and evaluation documents in their bid offer where the requirement is stated. Bidders shall check the number of the pages and ensure that none are missing or duplicated, as no liability will be accepted for challenges arising as a result.	
4.1.1	Compulsory bid documents	
4.1.1.1	WCBD1 - Invitation to Bid.	
4.1.1.2	WCBD3.2 - Pricing schedules	
4.1.1.3	WCBD4 - Declaration of Interest	
4.1.1.4	WCBD6.1(b) - Preference claim form	
4.1.1.5	Tax Clearance Certificate - Proof of current valid certificate	
4.1.1.6	BBBEE Certificate - Proof of current valid certificate	
4.1.1.7	Annexure B - Company profile	
4.1.1.8	Annexure C – Guarantee (to be provided by successful bidder within 14 days of award)	
4.1.2	Compulsory evaluation documents	
(a)	Please answer every question by marking marking 'Yes' or 'No' with an X where applicable. Failure to comply with this requirement, or to provide well-motivated written explanations where deviations occur, shall disqualify the bid .	
(b)	Where documentary evidence is required, such documents shall be either originals or certified copies of originals not older than 3 months , attached to the last page of the bid document. WCGHW shall verify this information to confirm that a bidder is:	
4.1.2.1	Registered under the Compensation for Occupational Injuries and Diseases Act 130 of 1993 - Attach letter of good standing with Commissioner for COID	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.1.2.2	Registered in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations - Will the bidder accept full responsibility in terms of Section 37(2) of the Act?	Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>
4.1.2.3	Registered in terms of the Skills Development Levies Act (Act 9 of 1999) - Attach proof of current valid registration	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.1.2.4	Registered for Public Liability Insurance - Attach proof of current public liability insurance - State amount insured	Yes <input type="checkbox"/> No <input type="checkbox"/> R.....
4.1.2.5	Registered for Pay as you Earn (PAYE) - Attach letter of good standing with the Commissioner for PAYE	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.1.2.6	Registered with the Unemployment Insurance Fund - Attach proof of registration or confirmation similar to letter of good standing	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.1.2.7	Registered for Value Added Tax (VAT) - Provide VAT registration number	Yes <input type="checkbox"/> No <input type="checkbox"/>

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Para	Section 4 - Special Conditions	Details of offer
4.1.2	Compulsory evaluation documents (continued)	
(a)	Please answer every question by marking marking ‘Yes’ or ‘No’ with an X where applicable. Failure to comply with this requirement, or to provide well-motivated written explanations where deviations occur, shall disqualify the bid .	
(b)	Where documentary evidence is required, such documents shall be either originals or certified copies of originals not older than three months , attached to the last page of the bid document. WCGHW shall verify this information to confirm that a bidder is:	
4.1.2.8	A Contract Cleaning Association member - A copy of your current, valid membership certificate. - Registration with the Association must be for a continuous period of not less than one year, and must remain valid and active for the duration of the contract	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.1.2.9	Experienced in providing a cleaning service in the Public Health Sector - Proof of a least 3 years’ contract cleaning experience in a WCGHW hospital environment (quotation/contract numbers) - Reference letters and contact details of 3 clients , attesting to the bidder’s ability to provide a professional, punctual, reliable and cost-effective service, a sound accounting process and suitable contingency plans in emergencies.	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.1.2.10	Member of a partnership/joint venture/consortium - Copy of partnership agreement if bidder is partner in business for the purpose of this bid - Copy of a memorandum of understanding if bidder is part of joint venture or consortium	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.1.3	Acts that are applicable to this bid and should be read in conjunction with the specification include, but are not limited to:	
4.1.3.1	The Constitution of the Republic of South Africa (Act 108 of 1996)	
4.1.3.2	The Employment Equity Act (Act 55 of 1998)	
4.1.3.3	The Labour Relations Act (Act 66 of 1995)	
4.1.3.4	The Basic Conditions of Employment Act (Act 75 of 1997)	
4.1.3.5	Occupational Health and Safety Act (Act no 95 of 1993) and regulations	
4.1.3.6	Occupational Injuries and Diseases Act (Act 130 of 1993),	
4.1.3.7	The Food, Cosmetics and Disinfectants Act, 1972 (Act 54 of 1972).	

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Para	Section 4 - Special Conditions	Details of offer
4.2.	BRIEFING SESSION	
4.2.1	All prospective bidders must attend a compulsory information session and site inspection . <u>Failure to attend will invalidate a bidder's offer.</u> A 10-minute allowance from the starting time will be made after which the doors of the meeting venue will be locked and late bidders will be excluded.	
4.2.2	Bidders must sign an attendance register, of which an example is attached as Annexure A , at the entrance gates, at the information session and at the compulsory site inspection (walk-about). The register will be provided at the relevant venues on the meeting day and will be forwarded to the Directorate Supply Chain Sourcing, WCGHW by the institution after the meeting as proof that the bidder attended the information session and site inspection.	
4.2.3	As 3 facilities form part of this bid, the compulsory information session and site inspection will be arranged as follows : (i) At 9:00, all prospective bidders will convene at ERH and sign the attendance register to confirm their presence. They will then undertake a site-inspection/walk-about on the ERH site accompanied by ERH officials. (ii) Hospital officials and bidders will then proceed to conduct site-inspections at Mfuleni and Kleinvlei CDCs in turn. (iii) After return of the group to ERH, an information session will be held to provide clarity and responses to questions regarding the service at the 3 facilities.	
4.2.3	Date and time: Friday, 10 November 2023 @ 9:00 Venue: Board room Eerste River Hospital 1 Humboldt Avenue, Perm Gardens EERSTE RIVER Contact person: Sr Jayaluxmi Anand OR Mrs Elizabeth Scholtz Tel no: (021) 902 6081 OR (021) 902 8061 E-mail: jayaluxmi.anand@westerncape.gov.za OR elizabeth.scholtz@westerncape.gov.za ./	

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS GOODS & SERVICES SOURCING	
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WCGHSC0396/2023 FOR THE PROVISION OF A COMPREHENSIVE CLEANING SERVICE INCLUDING EQUIPMENT AND CONSUMABLES, A SANITARY BIN SERVICE AND GROUNDS MAINTENANCE AT EERSTE RIVER DISTRICT HOSPITAL AND MFULENI AND KLEINVLEI COMMUNITY DAY CLINICS UNDER CONTROL OF WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A 3-YEAR PERIOD

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Para	Section 4 - Special Conditions	Details of offer
4.3.	PRICING	
4.3.1	The bidder undertakes to provide the services specified to ERH and the clinics in accordance with the bid prices it has provided according to requirements in the WCBD1 and WCBD3.2 forms.	
4.3.2	Bid prices must be firm 3-tier prices , where any annual escalations that may be reasonably expected e.g. labour, transport cost, inflation (i.e. adjustments for increases/decreases due to the imposition/abolition/change to any regulatory or legal duty, levy or tax binding on the service-provider which affects the price of any element making up the cost of providing this contract) have been factored into the prices for each year of the contract. <u>No additional requests for increases will be considered, therefore, during the contract term.</u>	
4.3.4	Under no circumstances , either before or after the award of the bid, shall the WCGHW negotiate with any party regarding alternative methods of calculating the cost of the service.	
4.4.	BID EVALUATION	
4.4.1	The specification and conditions here and elsewhere in this bid, any documents where bidders were required to respond, and compliance with inherent requirements , such as CSD and WCDSD registration, will all be considered part of the evaluation of received bids.	
4.4.2	The following factors will be considered during evaluation of this bid:	
4.4.2.1	At least 3 years’ experience and knowledge of cleaning in the public sector environment and/or hospital/medical environment and/or hospitality industry. Only recognised, reputable cleaning service-providers with proof of experience in the provision of cleaning services at facilities similar in size to ERH and the clinics will be considered.	
4.4.2.2	The provision of references for similar cleaning services undertaken. Bidders must provide detailed information of their experience in the cleaning industry, acceptable proof of the ability to supply a high service standard and a list of current cleaning contracts with their bid documents.	
4.4.2.3	A detailed, documented system analysis for a functional organisational structure as a basis for managing this contract. Please see Annexure C. Bidders must clearly indicate envisaged organisational principles, procedures and functions for the effective management and operation of a cleaning service at the institution in the analysis submitted with their bid documents.	
4.4.2.4	Neither offers deviating from the specified requirements, nor alternative, qualified, conditional or incomplete offers will be considered . WCGHW will not be obliged to enter into correspondence with bidders about this condition.	

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Para	Section 4 - Special Conditions	Details of offer
4.5	GUARANTEE AND SURETY	
4.5.1	Please see paragraph 7 of the General Conditions of Contract. The prospective service-provider shall furnish the Supply Chain Sourcing, WCGHW with a financial guarantee equivalent to 2.5% of the total contract value, the monetary value which shall be determined in the letter of acceptance, within 14 days of notification of the acceptance of the bid.	
4.5.2	The proceeds of the performance security shall be payable to WCGHW as compensation for any loss resulting from the service-provider's failure to complete his obligations under the contract.	
4.5.3	If the prospective service-provider fails to comply with this requirement, the Directorate Supply Chain Sourcing, WCGHW is entitled to terminate the contract without prejudice to any other rights it may have, and to recover any damages suffered due to this failure and the need to accept a less favourable bid for the cleaning service.	
4.5.4	The type of financial guarantee shall be valid for the duration of the contract and shall be in the currency of the contract , or a freely convertible currency acceptable to the end-user and shall be in one of the following forms, in accordance with <u>paragraph 7.1 of the General Conditions of Contract</u> :	
4.5.4.1	a bank guarantee or an irrevocable letter of credit issued by a reputable bank in the end-user's country or in a foreign country acceptable to the end-user, in the form provided in the bid documents or another form acceptable to the end-user; OR	
4.5.4.2	a cashier's or certified cheque	
4.6	LIAISON, MONITORING AND COMMUNICATION	
4.6.1	ERH and the clinics shall appoint a Contract Manager (contract administrator) and the service-provider shall appoint a Cleaning Manager who shall form a joint communication link between ERH and the clinics and the service-provider. This liaison committee shall co-operate closely to facilitate the daily flow of information regarding operational issues between the parties.	
4.6.2	Both Managers must maintain an ongoing communication to monitor the standard and quality of the cleaning service and respond positively to routine operational and technical challenges . The service-provider, ERH and the clinics should also ensure that a contact person is available 24 hours a day to manage emergency situations arising from the cleaning service on either side.	
4.6.3	ERH, the clinics Contract Manager will determine monthly and ad hoc meetings with the service-provider and other stakeholders, while a Standing Liaison Forum with identified participants from ERH, the clinics and service-provider will be held at least quarterly .	
4.6.4	Control sheets and management reports shall be submitted daily to ERH and the clinics' Contract Manager, who has the final prerogative to declare that the service-provider's service complies with contractual requirements for procedure and quality .	

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Para	Section 4 - Special Conditions	Details of offer
4.7	ACCOUNTING	
4.7.1	The service-provider must adhere to generally acceptable accounting practices and will maintain all accounting records for the provision of the cleaning service.	
4.7.2	The accounting period shall be from the first day to the last day of each month. Accounts received by ERH and the clinics for the cleaning service must be remitted within 30 days of receipt of an accurate, certified account . ERH and the clinics do not accept responsibility for delays in payment due to the submission of inaccurate accounts.	
4.7.3	The service-provider shall provide the service on an all-risk basis . The amount claimed from ERH and the clinics for cleaning shall not exceed the amount in the pricing schedules , forms WCBD3.2 subject to the provisions under Pricing.	
4.7.4	The service-provider must furnish ERH and the clinics with a document to verify cleaning costs per month. Monthly payment claims must be submitted to ERH and the clinics’s Contract Manager on the service-provider’s official invoices by the 2nd weekday of the next month , and must be supported by schedules reflecting the work performed during the month and its cost.	
4.7.5	The cleaning service provided and any costs reflected in the accounting schedules must be certified as correct by ERH and the clinics’ Contract Manager or an appointed and authorized representative, to enable ERH and the clinics to monitor and keep account of expenditure.	
4.7.6	At any reasonable time, ERH and the clinics in the capacity of their Contract Manager or other duly authorized person, shall be entitled to inspect all the records and documents of the service-provider relating to the provision of the cleaning service, e.g. purchase orders, accounts, invoices etc.	
4.8	PAYMENT	
4.8.1	The service-provider must submit a valid, original tax invoice for the contract price to ERH and the clinics at the end of each month for which the service has been provided. ERH and the clinics will endeavour to pay this account within 30 days of receipt.	

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Para	Section 4 - Special Conditions	Details of offer
4.9	PUBLIC LIABILITY AND INSURANCE INDEMNITY	
4.9.1	The service-provider shall indemnify ERH and the clinics and hold it harmless against:	
4.9.1.1	any damage to ERH and the clinics' movable or immovable property , any loss resulting directly or indirectly from damage to such property, any act or omission on the part of the service-provider or its staff, or any damage arising from the use and occupation of ERH and the clinics's property by the service-provider,	
4.9.1.2	legal liability for any claims that may be made against ERH and the clinics arising from damage to movable or immovable property of any third parties, including any damage resulting directly or indirectly from any act or omission on the part of the service-provider or its staff, or any damage arising from the use and occupation of ERH and the clinics' property by the service-provider,	
4.9.1.3	legal liability claims in the event of the death, injury or illness of any person, including employees of ERH and the clinics or their dependents, or any associated loss resulting or arising from any act or omission on the part of the service-provider or its staff, or any damage arising from the use and occupation of ERH and the clinics's property by the service-provider, or	
4.9.1.4	any reasonably incurred legal costs , including attorney and client costs, relating to claims or actions against ERH and the clinics arising from any act or omission on the part of the service-provider or its staff, or any damage arising from the use and occupation of ERH and the clinics' property by the service-provider.	
4.9.2	For the proper fulfilment of the indemnity, the service-provider shall submit proof of the insurance cover held and maintained to cover the risks above as well as the amount of such cover, within 14 days of the date of the letter of acceptance . Non-compliance with this condition will render the contract award null and void .	
4.9.3	If ERH and the clinics deem this amount insufficient , they reserve the right to request the service-provider to increase the cover at his expense to the value determined by ERH and the clinics.	
4.9.4	This bid will be accepted on condition that ERH and the clinics may terminate the agreement in its sole discretion and without prejudice to any other rights they may have, if the service-provider fails to submit proof of the insurance cover required above. The service-provider shall be liable for any damage which ERH and the clinics may sustain due to the termination of the contract and the appointment of another service-provider.	
4.9.5	If the service-provider fails to pay the premiums required to maintain the insurance cover, an equivalent amount will be deducted from its monthly service account to ensure that cover is maintained.	
4.9.6	The service-providers shall be responsible at all times for the acts or omissions of employees, e.g. unlawful unrest, assault, injury, death etc while engaged in duties performed in accordance with the scope of the service	

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Para	Section 4 - Special Conditions	Details of offer
4.10	SECURITY	
4.10.1	The service-provider must supply a list with the names of all staff involved with the cleaning service to ERH and the clinics' Contract Manager for security purposes. Any personnel changes must be reported in writing to the Contract Manager, who will inform ERH and the clinics' security in turn. Unidentified staff and staff whose names do not appear in the security section's records will not be allowed access to ERH and the clinics. Contract staff may be subjected to random searches .	
4.10.2	The service-provider shall ensure that his staff complies with the safety and security directives applicable to ERH and the clinics. No information concerning WCGHW, ERH and the clinics, its staff, clients or any of its activities may be disclosed to the public or the media by the service-provider's staff.	
4.10.3	ERH and the clinics reserve the right to instruct the Cleaning Manager in writing to remove any cleaning service staff-member it views as a threat to the security, health or safety of ERH and the clinics' staff and clients , who transgresses any ERH and clinic policy , divulges any information about ERH and the clinics' staff, clients or activities, engages in horseplay, is disorderly, disruptive, Intoxicated (under the influence of alcohol or other substances or whose presence on-site is undesirable , without prejudice to the service-provider's right to screen personnel prior to employment. The service-provider may not continue to use this/these staff-member(s) for the contract and must terminate his/her/their employment at ERH and the clinics within one month of receipt of ERH and the clinics' written notification	
4.11	FIRE AND SAFETY PRECAUTIONS	
4.11.1	The service-provider shall ensure compliance with the provisions of the Occupational Health and Safety Act, No. 95 of 1993 , and regulations.	
4.11.2	The service-provider shall report any hazardous situation in writing to ERH and the clinics. Similarly, ERH and the clinics will report any hazardous situations that require the service-provider's attention, to the service-provider in writing through the Health and Safety Committee structures . ERH and the clinics' management will review the situation and determine a course of action.	
4.11.3	The service-provider shall ensure that all staff under his control are trained in Health and Safety procedures , including fire training, that they know the fire drill procedures of ERH and the clinics and are aware of the locations of fire extinguishers on the premises. The service-provider must be familiar with ERH and the clinics' Major Incident Plan .	
4.11.4	Fire extinguishing equipment in the service-provider's designated operational areas must be recorded on his inventory schedule, however, ERH and the clinics will maintain this equipment and ensure that it is in good working order.	
4.11.5	The service-provider must ensure that all electrical appliances used in the execution of the contract, and for which he is responsible, are in good working order , will not trip the earth leakage system of ERH and the clinics or pose a fire hazard to any person, property or premises.	
4.11.6	Any power disruptions caused by the service-provider's faulty equipment can have severe and adverse effects on the operation of ERH and the clinics. The service-provider will be liable for any claims and damages incurred in this way.	

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Para	Section 4 - Special Conditions	Details of offer
4.12	INDUSTRIAL ACTION, UNREST AND FORCE MAJEURE	
4.12.1	The service-provider shall be liable for the provision of the comprehensive cleaning service irrespective of the effect of industrial action and/or unrest on management staff and cleaning staff it employs.	
4.12.2	During industrial action and/or unrest the service-provider's staff will be present on ERH and the clinics' premises at their own risk . ERH and the clinics shall not be liable for any damage to property or equipment of the service-provider or his staff, or injury to or death of the service-provider's staff. The service-provider shall indemnify ERH and the clinics against such damages or claims and legal costs including attorney and client costs.	
4.12.3	Should the service-provider's staff embark on a strike/industrial action/organised labour activity they will not be allowed onto ERH and the clinics' premises.	
4.12.4	If the premises used by the service-provider to provide the cleaning service should become either partially or completely inaccessible due to force majeure (Act of God, e.g. floods, wind-storms) or fire damage , ERH, the clinics and the service-provider shall agree mutually on methods to continue the service as best as possible.	
4.13	DISTURBANCES	
4.13.1	The service-provider shall not facilitate access to, or allow any activity, person or vehicle on the premises of ERH and the clinics that could pose a disturbance, inconvenience, public nuisance or danger to staff, clients or property. Noise levels must be limited as far as practically possible.	
4.14	RESTRICTIONS	
4.14.1	ERH and the clinics reserve the right, within reason, to implement such regulatory measures as it may deem necessary to maintain hygiene standards, safety and order on the premises. If the service-provider fails to comply with these measures despite written notification by ERH and the clinics, its non-compliance may be considered breach of contract .	

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Para	Section 5 - Special Conditions	Details of offer
4.15	TRANSPORT	
4.15.1	The service-provider shall provide all suitable and approved transport necessary for the proper execution of its service, and shall be fully liable for conveying staff, equipment and consumables to ERH and the clinics.	
4.16	WASTE DISPOSAL/REFUSE REMOVAL	
4.16.1	The service-provider shall place general refuse cleared from ERH and the clinics in sturdy refuse bags of at least 50-micron thickness , seal these bags with caable ties and deposit them in ERH and the clinics' waste containers in the goods yard for municipal collection , or disposal at ERH and the clinics at their own discesion and at no cost to the service-provider.	
4.17	PROMOTIONAL AND ADVERTISING MATERIAL	
4.17.1	The service-provider may not display any promotional sign, poster, name-plate, article or object with its name or logo in ERH and the clinics or on ERH and the clinics' premises, without the written approval of ERH and the clinics' CEO, or his representative. ERH and the clinics reserve the right to remove any such undesirable item at the service-provider's cost.	
4.17.2	Neither the service-provider nor his staff shall be entitled to distribute any article free of charge , to offer any article for sale , or to sell any article on ERH and the clinics' premises.	
4.18	TRANSFER AND CESSION	
4.18.1	The service-provider must be the sole provider of the cleaning service. The use of sub-service-providers will not be allowed without the prior written permission of WCGHW. If sub-contracting is unavoidable, the relevant paragraphs of preference claim form WBCD6.1 will apply.	
4.18.2	The service-provider will not cede, transfer, sell or alienate the contract or a part of it in any way to any other person or company during the first 3 months of the contract without obtaining prior written permission from the WCGHW, and on condition that the cessionary complies with all requirements of this contract.	

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Para	Section 4 - Special Conditions	Details of offer
4.19	BREACH AND TERMINATION	
4.19.1	Should either party commit a breach of this contract's provisions and fail to remedy that breach within 14 days after receipt of a written notice, the non-defaulting party, without prejudice to any other right it may have as a result of the breach, shall be entitled to cancel the contract with the other party upon written notice to the address in the contract. The parties agree that the provision of paragraph 23 of the GCC will apply in that event, if it is not conflict with the contract.	
4.19.2	The service-provider's right to use or occupy any part of the premises or use any equipment of ERH and the clinics shall cease on termination of the contract.	
4.19.3	ERH and the clinics shall be entitled to determine the value of any missing items in collaboration with the service-provider, and to deduct the amount of the value or reduced value of such items from any amount due to the service-provider.	
4.19.4	ERH and the clinics shall give the service-provider 3 months prior written notice of its intended closing if it should be closed permanently for any reason, and shall reserve the right to terminate this agreement with the service-provider at the time of closing.	
4.19.5.1	The service-provider agrees that the termination of its contract (either when the 3-year term or any extensions have expired) and the commencement of a new service does not constitute a transfer or cession of the service – <ul style="list-style-type: none"> - either in the legal sense, or - as contemplated in paragraph 16.16 of the Accounting Officer's System for Procurement, Supply Chain and Asset Management issued by the Accounting Officer in terms of section 44(1) and 44(2) of the PFMA, 1999 under Supply Chain Management Instruction 1/2016 dated 24 March 2016 and effective from 1 April 2016, and subsequent amendments. 	
4.19.5.2	As such, Article 197 of the Labour Relations Act (Act 66 of 1995) and subsequent amendments of the Act cannot be invoked to compel the incoming service-provider to transfer and permanently appoint any or all of the outgoing service-provider's staff on its establishment.	
4.19.5.3	If members of the outgoing service-provider's staff wish to remain in service due to logistical considerations (e.g. living in the area), the incoming service-provider may offer employment contracts to such staff, subject to conditions that are similar or better than those of the outgoing service-provider, without interference or obstruction from the outgoing service-provider.	
4.19.6	The service-provider agrees that the premises may be viewed by prospective bidders accompanied by ERH and the clinics's Contract Manager at any reasonable time during the last 6 months of the duration of the contract.	

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Para	Section 4 - Special Conditions	Details of offer
4.20	DISPUTE RESOLUTION	
4.20.1	Mediation	
4.20.1.1	Any dispute arising from or relating to this contract may be referred to a mediator without legal representation by the parties.	
4.20.1.2	The dispute shall be heard by a mediator selected by agreement between the parties, at a place and time he/she has determined in consultation with the parties.	
4.20.1.3	If the parties cannot agree on a particular mediator within 5 calendar days after agreeing to refer the matter for mediation, the serving President of the Law Society of the Cape of Good Hope shall nominate a mediator within 10 calendar days after the parties' failure to agree.	
4.20.1.4	The mediator at his/her sole discretion shall determine whether the referral shall be made by written or verbal representations, on condition that he/she shall consult with the parties about this determination and be guided by their mutual and reasonable desire of how the representations should be made.	
4.20.1.5	The parties shall have 14 calendar days to finalise their representations. Within 14 calendar days of receiving the representations, the mediator shall provide a written opinion on the matter and furnish each party with a copy, by hand or by registered post.	
4.20.1.6	The mediator's opinion shall be final and binding on the parties unless a party is unwilling to accept it. Should this happen, the unwilling party may institute legal proceedings in a court with appropriate jurisdiction, unless the parties agree to refer the dispute to arbitration. The mediator's opinion shall not prejudice the rights of either party in any way if either legal proceedings or arbitration should ensue.	
4.20.1.7	The mediator shall determine the cost and liability for the cost of mediation, which shall be due and payable to the mediator on presentation of his/her written account.	
4.20.2	Arbitration	
4.20.2.1	Any dispute arising from or relating to this contract may be referred to arbitration.	
4.20.2.2	According to the provisions of the Arbitration Act, No. 42 of 1965, arbitration shall be held in Cape Town with the intention that it be concluded within 14 calendar days where possible.	
4.20.2.3	Unless otherwise stated here, if the disputed matter is - - primarily a legal matter, the arbitrator shall be a practising senior advocate of the Cape Bar ; - any other matter, the arbitrator shall be an independent, suitably qualified person mutually agreed upon by the disputing parties	

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
GOODS & SERVICES SOURCING

BID OPENED @ 11:00

27 NOV 2023

1) 2)
SIGNED SIGNED

WCGHSC0396/2023 FOR THE PROVISION OF A COMPREHENSIVE CLEANING SERVICE INCLUDING EQUIPMENT AND CONSUMABLES, A SANITARY BIN SERVICE AND GROUNDS MAINTENANCE AT EERSTE RIVER DISTRICT HOSPITAL AND MFULENI AND KLEINVLEI COMMUNITY DAY CLINICS UNDER CONTROL OF WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A 3-YEAR PERIOD

Bidders must complete the “details of offer” column of this document in full, and reply “**complies**” or “**does not comply**” to indicate the offer’s compliance with requirements. Failure to reply to all sections will make an offer ineligible for evaluation.

Bidders shall describe the capabilities and specifications of the offer fully on separate pages where necessary, and **MUST** refer to the relevant corresponding paragraph below in each case.

Para	Section 4 - Special Conditions	Details of offer
4.20.2	Arbitration (continued)	
4.20.2.4	If parties cannot agree whether the question in dispute falls under (a) or 3(b) above and/or on a particular arbitrator within 7 calendar days after agreeing to refer the dispute to arbitration, the serving Chairperson of the Cape Bar Council shall: <ul style="list-style-type: none"> - determine whether the question in dispute falls under 3(a) or 3(b); and/or - appoint an arbitrator from two arbitrators nominated by each party within 7 calendar days after the parties' failure to agree. 	
4.20.2.5	The arbitrator shall provide his/her decision within 14 calendar days after the completion of arbitration. He/she may determine that the arbitration costs be paid either by one or both parties and at a rate he/she considers appropriate.	
4.20.2.6	The arbitrator's decision shall be final and binding and may be made an <u>order of the Western Cape High Court</u> , Cape Town on application by either party.	
4.21	GENERAL	
4.21.1	Receipt of the invitation to bid does not confer any right on any party in respect of the services or in respect of, or against, WCGHW. WCGHW reserves the right, in its sole discretion: <ul style="list-style-type: none"> - to withdraw any services from the bid process, to terminate any party's participation in the bid process or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party; accordingly, parties have no rights, expressed or implied, with respect to any of the services as a result of their participation in the bid process, - to amend the bid process, closing date or any other date at its sole discretion, - to cancel the bid or any part of the bid before the bid has been awarded, - not to accept the lowest or any other bid and to accept the bid which it deems shall be in the best interest of the Department, - not to award the bid to the highest points or lowest price, - to reject all responses submitted and to embark on a new bid process. 	

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GOODS & SERVICES SOURCING

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NAME OF BIDDER:

BID NUMBER **WCGHSC0396/2023**

CLOSING TIME : 11:00 ON MONDAY, 27 NOV 2023

OFFERS SHALL BE VALID FOR **90 DAYS** FROM CLOSING DATE OF BID

ITEM	QUANTITY	DESCRIPTION OF PRODUCT	BID PRICE IN RAND INCL VAT																																																																																																										
1.		TOTAL COST OF CLEANING, GROUNDS MAINTENANCE AND SANITARY BIN SERVICE AT EERSTE RIVER HOSPITAL AND MFULENI AND KLEINVLEI COMMUNITY DAY CLINICS: <u>Breakdown of cost contributors.</u> The sum of costs under item 1.1 to 1.3 must amount to the total cost of this service under item 1.4.	TOTAL COST OF SERVICE																																																																																																										
1.1		SERVICE COSTS Indicate the cost to provide the respective service as specified , excluding overheads, staff and miscellaneous costs , all other applicable taxes (PAYE, income tax, UIF contributions and skills development levies), profit, delivery, but including VAT.	SERVICE COSTS																																																																																																										
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1.2		SALARIES AND WAGES: Indicate the salaries and wages paid to staff-members in different occupational classes in the contractor's employ, including applicable taxes (PAYE, income tax, UIF contributions and skills development levies) and VAT , based on staff numbers provided per rank, including relief and rotation staff, for 3 years. Price/month must include latest minimum wage rate published in the Government Gazette. Non-compliant bids will not be considered.	SALARIES AND WAGES:																																																																																																										
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IMPORTANT: THE QUESTIONNAIRE BELOW MUST BE COMPLETED IN FULL BY REPLYING TO EACH AND EVERY QUESTION.

- A. Does the offer comply with the specification? Please circle your option. **YES/NO**
- B. If not to specification, please indicate deviations (please list these separately against each applicable item if the space provided here is insufficient.)
-
-
- C. Prices quoted must be firm for the duration of the contract? **YES/NO**
- D. **A bidder's conditions will not supersede those in the bid document.**

WESTERN CAPE GOVERNMENT

DECLARATION OF INTEREST, BIDDERS' PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION

1. To give effect to the requirements of the following legislative framework -
 - (i) the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services),
 - (ii) Practice Note 4 of 2006: Declaration of Bidders Past SCM Practices(SBD8),
 - (iii) Instruction Note: Enhancing Compliance Monitoring and Improving Transparency and Accountability in Supply Chain Management: Declaration of Interest (SBD4),
 - (iv) Practice note 7 of 2009/10 (SDB4 Declaration of Interest),
 - (v) Practice Note 2010: Prohibition of Restrictive practices (SBD9),
 - (vi) Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998 as amended, together with its associated regulations,
 - (vii) Act No 12 of 2004: Prevention and Combating of Corrupt Activities, and regulations pertaining to the tender defaulters register, and
 - (viii) Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.

2. All prospective bidders intending to do business with the Western Cape Government via the electronic Procurement Solution (ePS) must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WSCSEB).

3. **Definitions**

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

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

"Business interest" means -

- (a) a right or entitlement to share in profits, revenue or assets of an entity;
- (b) a real or personal right in property;
- (c) a right to remuneration or any other private gain or benefit; or
- (d) 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 combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

"Corruption" - General offences of corruption are defined in the Combating of Corrupt Activities Act (Act 12 of 2004) as:

Any person who directly or indirectly-

- (a) accepts, agrees or offers to accept a gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or
- (b) gives, 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, to act personally or by influencing another person to act in a manner -

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

- (i) that amounts to the-
 - (aa) illegal, dishonest, unauthorized, incomplete or biased, or
 - (bb) misuse or selling of information or material acquired while exercising, carrying out or performing 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) is designed to achieve an unjustified result; or
- (iv) that amounts to any other unauthorised or improper inducement to do or not to do anything, is guilty of the offence of corruption

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

“Employee”, in relation to -

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

“Entity” means any -

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

“Entity conducting business with the Institution” means an entity that contracts, applies or bids for the sale, lease or supply of goods or services to the Western Cape Government;

“Family member” means a person's -

- (a) spouse; or
- (b) child, parent, brother or sister, whether such a relationship results from birth, marriage, 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, 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;

“Western Cape Government” (“WCG”) means -

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

“RWOPS”/“RWOEE” means Remunerative Work Outside the Public Service or Remunerative Work Outside 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/she cohabits and who is publicly acknowledged by the person as his/her life partner or permanent companion.

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4. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state, unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.
 - (a) Therefore, by 31 January 2017, all employees who were conducting business with an organ of state should either have -
 - (i) resigned as an employee of the government institution;
 - (ii) ceased conducting business with an organ of state; or
 - (iii) resigned as a director/shareholder/owner/member of an entity that conducts business with an organ of state.
5. Any legal person or their family members may make an offer/offers in response to this invitation to bid. In view of possible conflict of interest, should the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the institution.
6. The bid of any bidder may be disregarded if that bidder or any of its directors have abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.
7. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a prohibition *pe se*, meaning that it cannot be justified on any grounds.
8. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to -
 - (a) disregard the bid of any bidder if that bidder or any of its directors have abused the institution's supply chain management system and/or committed fraud, or any other improper conduct in relation to such system; or
 - (b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
9. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.
10. In addition, and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious -
 - (a) will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of Section 39 of the Competition Act No 89 of 1998; and/or
 - (b) may be reported to the National Prosecuting Authority (NPA) for criminal investigation; and/or
 - (c) 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.

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SECTION A: DETAILS OF THE ENTITY

A1.	CSD Registration number	MAAA _____
A2.	Name of the entity	
A3.	Entity registration number (where applicable)	
A4.	Entity type	
A5.	Tax reference number	
A6.	Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons with a right or entitlement to share in profits, revenue or assets of the entity, should be disclosed in the Table A below.	

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TABLE A

[illegible]

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SECTION B: DECLARATION OF THE BIDDER'S INTEREST

Irrespective of the procurement process, the supply chain management system of an institution must prohibit any award to an employee of the state who seeks to conduct business with the Western Cape Government, either individually or as a member of a close corporation, 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 Public Service Regulation 13(c).

Furthermore, an employee employed by an organ of state conducting remunerative work outside the public enterprise/the employee's employments should obtain the necessary approval first (RWOP/ROEE). Failure to submit proof of such authority may result in disciplinary action, where applicable.

B1.	Are any persons listed in Table A identified on the CSD as employees of an organ of state? <i>(If yes, refer to Public Service Circular EIM1/2016 to exercise the listed action.)</i>	NO	YES
B2.	Are any employees of the entity also employees of an organ of state? <i>(If yes, complete Table B and attach their approved "RWOP"/"ROEE")</i>	NO	YES
B3.	Are any family members of the persons listed in Table A employees of an organ of state? <i>(If yes complete Table B)</i>	NO	YES

TABLE B

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

[illegible]

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SECTION C: PERFORMANCE MANAGEMENT & BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

To enable the prospective bidder to provide evidence of past and current performance with the Institution.

C1.	Did the entity conduct business with an organ of state in the last 12 months? (If yes, complete Table C)	NO	YES
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TABLE C

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

NAME OF SERVICE-PROVIDER	PROVINCIAL DEPT/ PROVINCIAL ENTITY	TYPE OF SERVICE OR COMMODITY	CONTRACT/ ORDER NO	CONTRACT PERIOD	CONTRACT VALUE

C3.	Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?	NO	YES	
C4.	Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004? (To access this Register enter National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012 326 3443.)	NO	YES	
C5.	If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?	N/A	NO	YES
C6.	Was the entity or persons listed in Table A convicted for fraud or corruption during the past 3 years in a court of law (including a court outside the Republic of South Africa)?	NO	YES	
C7.	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	NO	YES	

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27 NOV 2023
 1) 2)
 SIGNED SIGNED

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

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

SECTION D: DEPOSITION OF AFFIDAVIT BY DULY AUTHORISED REPRESENTATIVE

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

I, _____ hereby swear/affirm;

- (i) that the information disclosed above is true and accurate;
- (ii) that I understand the content of the document;
- (iii) that the entity undertakes to arrive independently at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to the Institution.
- (iv) that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the awarding of the contract.

DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

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

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 before me and the deponent's signature/thumbprint/mark was placed thereon in my presence.

SIGNATURE

Commissioner of Oaths

FULL NAMES

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

Date: _____

Place _____

Business Address: _____

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GOODS & SERVICES SOURCING	
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27 NOV 2023	
1) _____	2) _____
SIGNED	SIGNED

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

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

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

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

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

1. DEFINITIONS

- 1.1 **"Acceptable bid"** means any bid which complies in all respects with the specifications and conditions of bid as set out in the bid document.
- 1.2 **"Affidavit"** is a type of verified statement or showing or contains a verification, made under oath on penalty of perjury, which serves as evidence of its veracity and is required for court proceedings.
- 1.3 **"All applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
- 1.4 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.
- 1.5 **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of the code of good practice for black economic empowerment, issued in terms of section 9(1) of The Broad-Based Black Economic Empowerment Act.
- 1.6 **"Bid"** means a written offer on the official bid documents 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.
- 1.7 **"Bid 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.
- 1.8 **"Code of Good Practice"** means the generic codes or the sector codes as the case may be.
- 1.9 **"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.
- 1.10 **"Contract"** means the agreement that results from the acceptance of a bid by an organ of state.
- 1.11 **"EME"** is an Exempted Micro-Enterprise with an annual total revenue of R10 million or less.
- 1.12 **"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 service-provider 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.
- 1.13 **"Large Enterprise"** is any enterprise with an annual total revenue above R50 million.

- 1.14 **“Non-firm prices”** means all prices other than “firm” prices.
- 1.15 **“Person”** includes a juristic person.
- 1.16 **“Price”** means an amount of money tendered for goods and services and includes all applicable taxes less all unconditional discounts.
- 1.17 **“Proof of B-BBEE status level contributor”** means –
- the B-BBEE status level certificate issued by an authorized body or person;
 - a sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
 - any other requirements prescribed in terms of the Broad-based Black Economic Empowerment Act.
- 1.18 **“QSE”** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million.
- 1.19 **“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.
- 1.20 **“Sub-contract”** means that the primary service-provider is assigning, leasing, making out work to or employing another person to support the primary service-provider in the execution of part of a project in terms of the contract.
- 1.21 **“Tender”** is the act of bidding.
- 1.22 **“The Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).
- 1.23 **“the Regulations”** means the Preferential Procurement Regulations, 2022.
- 1.24 **“Total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-based Black Economic Empowerment Act and promulgated in the Government Gazette on 11 October 2013.
- 1.25 **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
- 1.26 **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed for such property to be administered for the benefit of another person.

2. GENERAL CONDITIONS

- 2.1 The following preference points systems are applicable to all bids:
- The **80/20 system** for requirements with a Rand value of **up to R50 000 000** (all applicable taxes included); and
 - 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:
- 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
 - 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:
- Price; and
 - B-BBEE status level of contribution.

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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 along with the bid 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, **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 to substantiate any claim in regard to preferences in any manner required by the organ of state, either before a bid is adjudicated or at any time subsequently.

3. ADJUDICATION USING A POINT SYSTEM

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

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:

$$\text{Where } \begin{matrix} \text{80/20} & & \text{90/10} \\ P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) & \text{OR} & P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \end{matrix}$$

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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

5.1 POINTS AWARDED FOR PRICE

$$\text{Where } P_s = 80 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right) \quad \text{OR} \quad P_s = 90 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right)$$

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\max} = Price of highest acceptable bid

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

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

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

- 6.2 An **EME** must submit a valid originally certified affidavit confirming annual turnover and level of black ownership, or an affidavit issued by Companies Intellectual Property Commission.
- 6.3 A **QSE that is less than 51% (50% or less) black-owned** must be verified in terms of the QSE scorecard issued via Government Gazette and must submit a valid, original or legible certified copy of a B-BBEE Verification Certificate issued by SANAS.
- 6.4 A **QSE that is at least 51% black-owned (51% or higher)** must submit a valid, originally certified 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 its 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** must submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 6.9 A bidder may not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends **sub-contracting more than 25% of the value of the contract** to any other enterprise that does not qualify for at least the points for which such a bidder qualifies, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 6.10 A bidder awarded a contract **may not sub-contract more than 25% of the value of the contract** to any other enterprise that does not have an equal or higher B-BBEE status level than the bidder concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

7. BID DECLARATION

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

8. B-BBEE STATUS LEVEL CLAIMED IN TERMS OF PARAGRAPH 6

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

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

(Points claimed in paragraphs 8.1 & 8.2 must correspond with the table in paragraph 6.1 and must be substantiated by a B-BBEE certificate issued by a verification agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the bid).

9. SUB-CONTRACTING

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

9.1.1 If yes, indicate:

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

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

10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/ entity:

10.2 VAT registration number:

10.3 Company Registration number:

- 10.4 Type of company/firm (Select applicable (option))
- | | |
|--------------------------|--------------------------------------|
| <input type="checkbox"/> | Partnership/Joint venture consortium |
| <input type="checkbox"/> | One-person business/sole propriety |
| <input type="checkbox"/> | Close corporation |
| <input type="checkbox"/> | Public company |
| <input type="checkbox"/> | Personal liability company |
| <input type="checkbox"/> | (Pty) Ltd |
| <input type="checkbox"/> | Non-profit company |
| <input type="checkbox"/> | State-owned company |

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

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

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- (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 or 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 service-provider, 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 claim from the service-provider any damages it has suffered for having had to make less favourable arrangements due to such cancellation; and
 - (iv) forward the matter for criminal prosecution.
- (g) The information furnished is true and correct.
- (h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

SIGNATURE(S) OF THE BIDDER(S):

DATE:

ADDRESS:

WITNESSES:

1.

2.

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SWORN AFFIDAVIT – B-BBEE/QUALIFYING SMALL ENTERPRISE

1. I, the undersigned

Full name and surname	
Identity number	

2. Hereby declare under oath as follows:

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

Enterprise name	
Trading name	
Registration number	
Enterprise address	

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3. I hereby declare under oath that:

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

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

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

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

Deponent signature: _____

Date: _____

Commissioner of Oaths signature & stamp

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

The purpose of this document is to:

Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
To ensure that clients are familiar with 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

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2. Application
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4. Standards
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6. Patent rights
7. Performance security
8. Inspections, tests and analysis
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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidised 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 consignee's store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 "Fraudulent practice" means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

General Conditions of Contract

1. Definitions (continued)

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

2. Application

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

General Conditions of Contract

- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC paragraph 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC paragraph 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful Bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

General Conditions of Contract

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 service-provider 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 paragraphs 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 paragraphs 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 paragraphs 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 paragraphs 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 Paragraph 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.

General Conditions of Contract

- | | |
|-----------------------------------|--|
| 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 | <p>13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none">(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;(b) furnishing of tools required for assembly and/or maintenance of the supplied goods(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. <p>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.</p> |
| 14. Spare parts | <p>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:</p> <ul style="list-style-type: none">(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:<ul style="list-style-type: none">(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 |

General Conditions of Contract

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 fulfillment 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.

General Conditions of Contract

- 19. Assignment** 19.1 The suppliers 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 sub-service-provider(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 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 Paragraph 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 Paragraph 22, unless an extension of time is agreed upon pursuant to GCC Paragraph 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 canceling 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 Paragraph 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 Paragraph 23.

General Conditions of Contract

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 Paragraph 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.

General Conditions of Contract

- 23. Termination for default (continued)**
- 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 a 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 of not less than five years and not more than ten years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act, the Register must be open to the public. The Register can be perused on the National Treasury website.
- 24. Anti-dumping and countervailing duties and rights**
- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidised 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 service-provider to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the service-provider 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 Paragraphs 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

General Conditions of Contract

27. Settlement of disputes (continued)	27.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
	27.4	Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
	27.5	Notwithstanding any reference to mediation and/or court proceedings herein,
	(a)	the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
	(b)	the purchaser shall pay the supplier any monies due the supplier.
28. Limitation of liability	28.1	Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Paragraph 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.

General Conditions of Contract

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of restrictive practices

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

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

34.3 If a bidder(s) or service-provider(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 service-provider(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 service-provider(s) concerned.

We, the undersigned, hereby declare that we attended the compulsory site visit inspection and information session for bid no **WCGHSC0396/2023** for the provision of a **comprehensive cleaning service** including **equipment** and **consumables**, a **sanitary bin service** and **grounds maintenance** at **Eerste River Hospital, Mfuleni Community Day Clinic and Kleinvele Community Day Clinic** on **Friday, 10 November 2023**.

Arrival time:	Name of company	Address and contact details	Name and position of representative	Signature of representative
_____	_____	_____ _____ _____ Postal code: _____ Tel no : () _____ Fax no : () _____ E-mail : _____	_____ _____	_____
_____	_____	_____ _____ _____ Postal code: _____ Tel no : () _____ Fax no : () _____ E-mail : _____	_____ _____	_____
_____	_____	_____ _____ _____ Postal code: _____ Tel no : () _____ Fax no : () _____ E-mail : _____	_____ _____	_____
_____	_____	_____ _____ _____ Postal code: _____ Tel no : () _____ Fax no : () _____ E-mail : _____	_____ _____	_____

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
GOODS & SERVICES SOURCING

BID OPENED @ 11:00

27 NOV 2023

1) 2)

SIGNED SIGNED

Note: This document is an example of the certificate that will be circulated for completion at the site inspection and information session.

BIDDER'S PROFILE

As WCGHW will only consider bids from service-providers with experience in the provision of cleaning services to WCGHW institutions, historically, this section of the bid document was used to establish bidders' **qualifications and experience** in the provision of a comprehensive cleaning service and to determine the **type, structure and operational base (nearest office)** of the organization for the purpose of the bid.

Due to the documentary requirements for compulsory registration as a vendor on the Central Supplier Database (CSD) which is a condition of this bid, however, **certain details are already available to WCGHW on the CSD** and a repetition of this information will not be required in this section. To enable WCGHW to access and verify these details, please **ensure that the following documents required for CSD registration are available and current on the system:**

- Registration documents, in particular your BEE certificate and WCBD6.1(B) form
- Declaration of Interest
- Business particulars, and
- Owners and shareholders' details

QUALIFICATIONS AND EXPERIENCE

1. Please provide the name of the **person responsible for the execution and control of the contract** at ERH and the clinics on behalf of your company, if your bid is successful. This person's title

2. Please provide the name of the person who will act as the **Contract Cleaning Manager at Eerste River Hospital and Mfuleni and Kleinvelei Community Day Clinics** on behalf of your company, if your bid is successful.

3. Please attach as **Annexure B1** both curriculums vitae to this document, which must contain ID numbers, work and private addresses and contact details, including at least two contact numbers and an e-mail address each. The CVs must make specific mention of the qualifications and experience of the designated staff-members in the field of cleaning services, particularly in WCGHW environment.

ORGANISATIONAL STRUCTURE, FINANCIAL STANDING, CAPACITY AND EXPERIENCE

4. Please complete **Annexure B2** and attach to it an organogram and a description of your organizational structure, financial standing capacity and experience, detailing how these will be applied for the purpose of this bid, if your bid is successful.
5. Please attach as **Annexure B3** a list describing the principles and procedures that will be applied in the management of the service, if your bid is successful.

DETAILS OF BIDDER'S NEAREST OFFICE

6. If your bid is successful, the nearest office from where you will execute the contract will be/is already/ established (*please delete what is not applicable*) at the following physical address:

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
GOODS & SERVICES SOURCING

BID OPENED @ 11:00

27 NOV 2023

1) 2)
SIGNED SIGNED

UNDERTAKING

7. I, (name in print) _____
in my capacity as (designation) _____
and duly authorized, hereby undertake to maintain an office at the address above from which the cleaning service shall be conducted and managed during the term of the contract. Staff employed for the purpose of the contract shall be based at the address in the WCBD1 ('the Bid' form)/the address in paragraph 6 above. (*Please delete what is not applicable*).

Signed on behalf of the bidder _____

Date: _____

BIDDER'S ORGANISATIONAL STRUCTURE, FINANCIAL STANDING, CAPACITY AND EXPERIENCE

Information in this Annexure will assist WCGHW to evaluate the **bidder's capacity to perform the service** as specified. Bidders may furnish **additional information** in writing, and attach it to the last page of this section. WCGHW reserves the right to conduct **physical inspections** to **validate** the information.

If it WCGHW's considered opinion, based on the details provided, that the bidder does not have the capacity, infrastructure or managerial/supervision skills to manage, perform and maintain the requirements of this bid properly, such a bid shall not be considered for acceptance.

1.1 BIDDER'S ORGANISATIONAL STATUS

1.1.1 Please mark applicable response with **X**.

Individual ownership	Yes		No	
Company	Yes		No	
Close corporation	Yes		No	
Partnership	Yes		No	
Joint venture	Yes		No	

1.2 FINANCIAL STANDING

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

1.3 CAPACITY**1.3.1 Operational capacity**

Designation	Nr
Management	
Administration	
Supervisors	
Cleaners	
Other	

Percentage turnover of cleaners during the last 12 months

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

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS GOODS & SERVICES SOURCING BID OPENED @ 11:00 27 NOV 2023 1) 2) SIGNED SIGNED	
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Will the bidder provide a guaranteed 24-hour service? Please mark applicable response with **X**.

In case of emergencies on-site, does the bidder have:

- contingency (back-up) staff capacity?
- a rapid response plan to deploy standby staff

Yes		No	
Yes		No	

State the back-up capacity. _____

Provide details about the rapid response plan including the guaranteed response time.

1.3.2 Physical capacity

Is the business situated at a home (i.e. in a residential area)?

Does the business have a dedicated administrative office?

Does the administrative office have landline telephones?

Does the administrative office have activated cell phones?

Does the administrative office/headquarters have e-mail access?

Is the office manned at all times with staff well-trained to handle emergencies?

Yes		No	
Yes		No	
Yes		No	
Yes		No	
Yes		No	
Yes		No	

BIDDER'S ORGANISATIONAL STRUCTURE, FINANCIAL STANDING, CAPACITY AND EXPERIENCE

Information in this Annexure will assist WCGHW to evaluate the **bidder's capacity to perform the service** as specified. Bidders may furnish **additional information** in writing, and attach it to the last page of this section. WCGHW reserves the right to conduct **physical inspections** to **validate** the information.

If it WCGHW's considered opinion, based on the details provided, that the bidder does not have the capacity, infrastructure or managerial/supervision skills to manage, perform and maintain the requirements of this bid properly, such a bid shall not be considered for acceptance.

1.3 CAPACITY (continued)**1.3.3 Staff infrastructure**

Is there a compulsory dress-code for staff to wear clean, neat uniforms distinctive from OPC staff and the general public?

Yes		No	
-----	--	----	--

Does the bidder have compulsory corporate photo identification badges which staff must display clearly when on-site?

Yes		No	
-----	--	----	--

1.4 EXPERIENCE

1.4.1 Please provide evidence of previous contract cleaning experience during the past 2 years:

Company/ National Department/ Provincial Department	Contract period (months)	No of cleaners per shift	Reason for termination

1.4.2 Please attach reference letters and contact details of **3 clients**, relevant to the scope of the work, and attesting to the bidder's ability to provide a professional, punctual, reliable and cost-effective service, a sound accounting process and suitable contingency plans in emergencies.

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GOODS & SERVICES SOURCING

BID OPENED @ 11:00

27 NOV 2023

1) 2)
SIGNED SIGNED

GUARANTEE (SURETYSHIP)

WHEREAS Western Cape Government Health and Wellness, hereafter called "WCGHW" has entered into an agreement with the service-provider, hereafter called "the Service-provider", (name) _____ with its office at (address) _____ the provision of **a comprehensive cleaning service, including equipment and consumables, a sanitary bin service and grounds maintenance** at **Eerste River Hospital**, situated at **1 Humboldt Avenue, Perm Gardens, EERSTE RIVER, Mfuleni Community Day Clinic** situated at **10 Luyolo Street, MFULENI** and **Kleinvlei Community Day Clinic**, situated at **60 Melkbos Street, KLEINVLEI** for 3 years, which agreement forms part in all respects of this guarantee, as if incorporated herein,

AND the Service-provider is obliged to furnish WCGHW with a guarantee to the amount of R_____ in terms of its agreement for the due fulfilment by the Service-provider of its obligations under the agreement,

AND Bank/insurance company (name) _____ with its office at (address) _____

hereafter called "the Guarantor" is prepared to furnish the aforesaid guarantee,

NOW, THEREFORE, the Guarantor hereby binds itself as surety and co-principal debtor *in solidum* for the due fulfilment by the Service-provider of all obligations under the agreement. Should the Service-provider fail to carry out any of these obligations, the Guarantor undertakes to pay on demand to WCGHW at (place/date) _____ the agreed amount of R_____.

A certificate issued by the accountant of WCGHW, stating that the Service-provider has failed to comply with the conditions of the agreement, and the amount of damage suffered by WCGHW, shall be *prima facie* proof of such failure and of the amount due and payable to WCGHW.

The Guarantor hereby expressly renounces the benefits of the exceptions *non-numeratae pecuniae, non-causa debiti, excussionis et disionis*, with the meaning of which we declare ourselves to be fully acquainted.

The Guarantor chooses as its *domicilium citandi et executandi*, and for all notices and legal processes, the following street address in South Africa: _____

Signed at _____ on _____ 2023.

Signed on behalf of the Guarantor

As witnesses

1. _____

2. _____

