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KZN Health > Components > Supply Chain Management

AdvertQuote



**KWAZULU-NATAL PROVINCE**  
HEALTH  
REPUBLIC OF SOUTH AFRICA

**Quotation Advert**

Opening Date: 2021-11-04

Closing Date: 2021-11-16

Closing Time: 11:00

**INSTITUTION DETAILS**

Institution Name: Head Office Quotations

Province: KwaZulu-Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required: King Dinizulu Hospital

Date Submitted:

**ITEM CATEGORY AND DETAILS**

Quotation Number: ZNQ: HOH0820/22

Item Category: Services

Item Description: 12 MONTH MAINTENANCE AND CLEANING OF GARDENS AND GROUNDS

Quantity (if supplies): 01

**COMPULSORY BRIEFING SESSION / SITE VISIT**

Select Type: Compulsory Site Visit

Date: 2021-11-11

Time: 10:00 AM

Venue: KING DINIZULU HOSPITAL, 103-117 DAINTREE AVE, SYDENHAM, BEREA 4091

QUOTES CAN BE COLLECTED FROM: [www.kznhealth.gov.za](http://www.kznhealth.gov.za)

QUOTES SHOULD BE DELIVERED TO: [Quotations.scmho@kznhealth.gov.za](mailto:Quotations.scmho@kznhealth.gov.za)

**ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:**

Name: Kwazikwakhe Cele

Email: [Kwazikwakhe.Cele@kznhealth.gov.za](mailto:Kwazikwakhe.Cele@kznhealth.gov.za)

Contact Number: 033 815 8416

Finance Manager Name: Mrs E N Maphumulo

Finance Manager Signature:

No late quotes will be considered



ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED? [IF YES ENCLOSE PROOF]

OFFICIAL PRICE PAGE FOR QUOTATIONS

SIGNATURE OF BIDDER ..... DATE.....  
 [By signing this document I hereby agree to all terms and conditions]

CAPACITY UNDER WHICH THIS QUOTE IS SIGNED.....

Item No	Quantity	Description	Brand & model	Country of manufacture	Price	
					R	c
1	01	12 Month maintenance and cleaning of cleaning and grounds				
		Compulsory site Visit				
		Date: 11 November 2021				
		Venue: King Dinizulu Hospital				
		103-117 Daintree Ave, Sydenham, Berea, 4091				
		NB: Specification Attached				
		Original documents required in a sealed envelope with current CSD summary report reflecting banking details, certified copy of B-BBEE certificate by verified agency and accredited by SANAS , Tax Clearance certificate or SARS pin				
		Responses to be delivered: 310 Jabu Ndlovu street, old boys Model, Quotation tender box Or Quotations.scmho@kznhealth.gov.za				
VALUE ADDED TAX (Only if VAT Vendor)						
TOTAL QUOTATION PRICE (VALIDITY PERIOD 60 Days)						

Does This Offer Comply With The Specification?	Does The Article Conform To The S.A.N.S. / S.A.B.S. Specification?
Is The Price Firm?	State Delivery Period E.G. E.G. 1day, 1week

Enquiries regarding the quote may be directed to: Contact Person: Kwazikwakhe Cele ..... Tel: 033-815 8392	Enquiries regarding technical information may be directed to: Contact Person: Sibusiso Sangweni ..... Tel: 031 203 0900
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DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to quote (includes a price quotation, advertised competitive quote, limited quote or proposal). In view of possible allegations of favouritism, should the resulting quote, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, 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 state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the quote(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the quote.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the quote.

- 2.1. Full Name of bidder/representative.....
- 2.2. Identity Number: .....
- 2.3. Position occupied in the Company (director, trustee, shareholder?): .....
- 2.4. Company Registration Number: .....
- 2.5. Tax Reference Number: .....
- 2.6. VAT Registration Number: .....

2.7. The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below. [TICK APPLICABLE]

2.8. Are you or any person connected with the bidder presently employed by the state? YES  NO

2.8.1. If so, furnish the following particulars:  
 Name of person / director / trustee / shareholder/ member: .....  
 Name of state institution at which you or the person connected to the bidder is employed:.....  
 Position occupied in the state institution: .....Any other particulars:.....

2.8.2. If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES  NO

2.8.2.1. If yes, did you attach proof of such authority to the quote document?

*(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the quote.)*

2.8.2.2. If no, furnish reasons for non-submission of such proof: .....

2.9. Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES  NO

2.9.1. If so, furnish particulars:.....

2.10. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this quote? YES  NO

2.10.1. If so, furnish particulars:.....

2.11. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this quote? YES  NO

2.11.1. If so, furnish particulars:.....

2.12. Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES  NO

2.12.1. If so, furnish particulars:.....

3. Full details of directors / trustees / members / shareholders.

NB: The Department Of Health will validate details of directors / trustees / members / shareholders on CSD. It is the suppliers' responsibility to ensure that their details are up-to-date and verified on CSD. If the Department cannot validate the information on CSD, the quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.

4 DECLARATION

I, THE UNDERSIGNED (NAME).....CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.

I ACCEPT THAT THE STATE MAY REJECT THE QUOTE OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	.....	.....	.....
Name of bidder	Signature	Position	Date

- <sup>1</sup>"State" means -
- a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
  - b) any municipality or municipal entity;
  - c) provincial legislature;
  - d) national Assembly or the national Council of provinces; or
  - e) Parliament.

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

SPECIAL CONTRACT CONDITIONS OF QUOTATIONS

1. AMENDMENT OF CONTRACT

1.1. Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties.

2. CHANGE OF ADDRESS

2.1. Bidders must advise the Department of Health (institution where the offer was submitted) should their address (*domicilium citandi et executandi*) details change from the time of bidding to the expiry of the contract.

3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

- 3.1. The institution is under no obligation to accept the lowest or any quote.
- 3.2. The price quoted must include VAT (if VAT vendor). However, it must be noted that the department reserves the right to evaluate all quotations excluding VAT as some bidders may not be VAT vendors.
- 3.3. The bidder must ensure the correctness & validity of quote:
  - (i) that the price(s), rate(s) & preference quoted cover all for the work/item (s) & accept that any mistakes regarding the price (s) & calculations will be at the bidder's risk
- 3.4. The bidder must accept full responsibility for the proper execution & fulfilment of all obligations conditions devolving on under this agreement, as the Principal (s) liable for the due fulfilment of this contract.
- 3.5. This quotation will be evaluated based on the 80/20 points system, specification & correctness of information. All required documentation must be completed in full and submitted.
- 3.6. Offers must comply strictly with the specification.
- 3.7. Only offers that meet or are greater than the specification will be considered.
- 3.8. Late quotes will not be considered.
- 3.9. Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.
- 3.10. A bidder not registered on the Central Suppliers Database or verification has failed will not be considered.
- 3.11. All delivery costs must be included in the quote price, for delivery at the prescribed destination.
- 3.12. Only firm prices will be accepted. Such prices must remain firm for the contract period. Non-firm prices (including rates of exchange variations) will not be considered.
- 3.13. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.14. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered. Furthermore a verification will be done to identify if bidders have multiple companies and are quoting (cover-quoting) for this bid. In such instances only the cheapest bid according to specification will be considered.

4. SAMPLES

- 4.1. In the case of the quote document stipulating that samples are required, the supplier will be informed in due course when samples should be provided to the institution. (This decreases the time of safety and storage risk that may be incurred by the respective institution). The bidders sample will be retained if such bidder wins the contract.
  - (i) If a company/s who has not won the quote requires their samples, they must advise the institution in writing of such.
  - (ii) If samples are not collected within three months of close of quote the institution reserves the right to dispose of them at their discretion.
- 4.2. Samples must be made available when requested in writing or if stipulated on the document.
  - (i) If a Bidder fails to provide a sample of their product on offer for scrutiny against the set specification when requested, their offer will be rejected. All testing will be for the account of the bidder.

5. COMPULSORY SITE INSPECTION / BRIEFING SESSION

5.1. Bidders who fail to attend the compulsory meeting will be disqualified from the evaluation process.

- (i) The institution has determined that a compulsory site meeting will take place
- (ii) Date 11 / 11 / 2021 Time 10 :00 Place King Dinizulu Hospital,

Institution Stamp:	Institution Site Inspection / briefing session Official  Full Name: .....  Signature: .....  Date: .....
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## 6. STATEMENT OF SUPPLIES AND SERVICES

- 6.1. The contractor shall, when requested to do so, furnish particulars of supplies delivered or services executed. If he/she fails to do so, the Department may, without prejudice to any other rights which it may have, institute inquiries at the expense of the contractor to obtain the required particulars.

## 7. SUBMISSION AND COMPLETION OF SBD 6.1

- 7.1. Should a bidder wish to qualify for preference points they must complete a SBD 6.1 document. Failure by a bidder to provide all relevant information required, will result in such a bidder not being considered for preference point's allocation. The preferences applicable on the closing date will be utilized. Any changes after the closing date will not be considered for that particular quote.

## 8. TAX COMPLIANCE REQUIREMENTS

- 8.1. In the event that the tax compliance status has failed on CSD, *it is the suppliers' responsibility to provide a SARS pin in order for the institution to validate the tax compliance status of the supplier.*
- 8.2. In the event that the institution cannot validate the suppliers' tax clearance on SARS as well as the Central Suppliers Database, *the quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.*

## 9. TAX INVOICE

- 9.1. A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:

- (i) the name, address and registration number of the supplier;
- (ii) the name and address of the recipient;
- (iii) an individual serialized number and the date upon which the tax invoice is issued;
- (iv) a description and quantity or volume of the goods or services supplied;
- (v) the official department order number issued to the supplier;
- (vi) the value of the supply, the amount of tax charged;
- (vii) the words tax invoice in a prominent place.

## 10. PATENT RIGHTS

- 10.1. The supplier shall indemnify the **KZN Department of Health** (hereafter known as 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.

## 11. PENALTIES

- 11.1. 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.

## 12. TERMINATION FOR DEFAULT

- 12.1. 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:
- (i) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract,
  - (ii) if the supplier fails to perform any other obligation(s) under the contract; or
  - (iii) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 12.2. 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.
- 12.3. 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.

**FAILURE TO COMPLY WITH ABOVE WILL RESULT IN YOUR QUOTE BEING PASSED OVER.**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

This preference form must form part of all quotes 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 IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all quotes:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

1.2 The value of this quote is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Points for this quote shall be awarded for:

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

1.4 The maximum points for this quote is allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the quote, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

**2. DEFINITIONS**

- (a) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) "EME" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) "functionality" means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) "prices" includes all applicable taxes less all unconditional discounts;
- (h) "proof of B-BBEE status level of contributor" means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) "QSE" means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

$$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ Where}$$

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: = .....(maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

(Tick applicable box)

7.1 Will any portion of the contract be sub-contracted?

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....

8. Whether the sub-contractor is an EME or QSE

(Tick applicable box)

iv) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		



9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
.....

9.6 COMPANY CLASSIFICATION [TICK APPLICABLE BOX]

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

9.7 Total number of years the company/firm has been in business:.....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have --
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS.....  
.....  
.....

## SECTION: SPECIFICATIONS

### SPECIFICATION FOR MAINTENANCE AND CLEANING OF GARDENS AND GROUNDS

#### NUMBER OF STAFF REQUIRED AND HOURS OF ATTENDANCE

Four (04) full-time staff required for cleaning

Cleaning staff employed for the purposes of the contract must be in attendance five (5) days per week Monday to Friday, between the hours:

Monday to Friday:	07:00 to 16:00 excluding Public Holidays.
Tea Break:	10h00 to 10h15
Lunch Break:	12h30 to 13h15

#### 1. SCOPE OF WORK

Areas of responsibility are as follows:

- 1.1 Garden maintenance of all garden areas within defined property area
- 1.2 Mowing of all grassed areas including nature strips at the property
- 1.3 Rubbish and debris to be removed from all areas within property
- 1.4 Sweeping/blowing of all pathways, ground gutters & driveways of all refuse following completion of cutting areas within property
- 1.5 Trimming and pruning of trees including trees/shrubs within the branch and those overhanging any pedestrian path or walkway according to Council regulations.
- 1.6 Removal and replacement of fallen/dead trees/shrubs/plants within property (as requested and quoted)
- 1.7 Weeds are to be removed from all areas within the property and weed control to be maintained
- 1.8 Contractor to submit Job Safety Analyses sheets and Material Safety Data Sheets for all works.
- 1.9 All garden refuse to be removed from site on a weekly basis in line with the accepted waste management practices.

#### Weed Definition

Any plant that is unwanted, non-native, or classed as a noxious weed is to be removed and disposed of.

#### 2. SPECIFICATIONS

##### Grassed area Maintenance

- 2.1 Prior to mowing all grassed areas are to be cleared of paper, rubbish, large stones, tree branches and other obstacles.
- 2.2 All grassed areas including nature strips adjoining the property are to receive the attention required on each scheduled visit.
- 2.3 Grass & weeds are to cut to a height considered normal for grassed areas or as directed (approx 50 – 70mm). Height of grass and weeds are not to exceed 150mm.
- 2.4 Lawn edges to buildings, paths, fences or other structures and garden beds are to be trimmed and to the level with the adjacent mowed area.
- 2.5 Edges shall be trimmed to reveal the edge of the path, kerb and fence lines.

- 2.6 Grass around trees and shrubs in lawn area to be trimmed to the butt of the tree or shrub.
- 2.7 At these locations (with approval) spraying of herbicides may be used to control the grass, particular care to be taken not to ring bark and tree or bush.
- 2.8 Pathways, ground gutters and gutters are to be swept/blown clean after the completion of mowing.
- 2.9 All grassed areas to be mowed in accordance with relevant Job Safety Analysis where required.
- 2.10 Any recommendations for improvements to property lawn/grassed areas are to be discussed with relevant site manager.

**Garden Bed Maintenance (Gardening and Weeding)**

- 2.11 Garden beds are to be kept in a well presented, neat fashion
- 2.12 Weeds and suckers are to be removed from all garden beds, ground gutters, car parks and other areas within property area.
- 2.13 All shrubs/bushes/plants are to be pruned and shaped where required with relevant Job Safety Analysis.
- 2.14 All rubbish within garden beds is to be removed and taken off site

**Tree Work (Other than that in the regular garden maintenance)**

- 2.15 Tree branches are to be trimmed to provide a vertical clearance from the drive way and car parking surfaces of 4 metres (unless otherwise specified for special requirements)
- 2.16 Trees and shrubs are to be pruned to a height of 4 metres to avoid interference to pedestrians, cars, cyclists and vehicles
- 2.17 Corridor clearance at entry/exit to site / property to be maintained for the safety of pedestrians / vehicle traffic.
- 2.18 Fallen trees, shrubs and dead foliage are to be cut out and removed as requested by the institution. Upon removal of shrubs, replacement works are to be put in place with the agreement of institution
- 2.19 All mature & juvenile trees are to be pruned in accordance with relevant Job Safety Analysis' (As per your JSA's regarding safe use of chainsaws, chippers, etc.) and environmental standards.
- 2.20 Trained personnel to carry out advanced tree works at the request of Institution.

**Car park / Pathway Maintenance**

- 2.22 All rubbish is to be removed and taken off site.
- 2.23 Leaves and rubbish that have accumulated against buildings, walls, pathways, and drains shall be picked up and removed.
- 2.24 Weed control is to be established through the use of herbicides in all car park/pathway areas (as per the Job Safety Analysis)
- 2.25 Poison application will adhere to all departments of primary industry standards
- 2.26 Ivy control in problem areas (fences etc.) is to be dealt with accordingly.
- 2.27 At completion of works, all areas are to be cleaned of garden refuse to ensure areas are free of leaf litter, grass, dirt, etc.
- 2.28 Monthly inspections of drains/pits/gutters/etc. are to be performed with each maintenance visit and reported on when work is required, as excess build-up of leaves and twigs can impede water flow.
- 2.29 When necessary, areas are to be serviced and cleaned as agreed upon by Institution.

**Mulching**

- 2.30 The Contractor is to maintain all mulched areas within the property, using general bush mulch.
- 2.31 Mulch is to be kept to a level of 50 – 75mm – with regular turning to keep mulch aerated (every 2nd visit).
- 2.32 Mulch top-ups to be applied every 6 months to establish appropriate levels.

### **Site Clean-up**

- 2.33 During the course of the works the Contractor shall keep the site in a clean and safe condition.
- 2.34 The contractor is directly responsible to ensure the work site/area is kept neat at all times and must be totally cleaned up on completion of the works by the contractor.
- 2.35 The contractor will be recalled to carry out a clean-up at the contractors' cost and time if found otherwise.

### **Perimeter fence**

- 2.36 The interior area around perimeter must be cleared of alien vegetation; weeds and vines growing on mesh fencing must be poisoned and removed.
- 2.37. 1 metre inside and outside area around perimeter fence must be kept clear as stipulated by the institution.

### **Site Improvements and Periodical Replanting Works**

The Contractor will provide from time to time recommendations on improving the site's garden beds, lawn/grass areas and what else will improve the property appearance.

## **SAFETY**

### **OH&S Requirements**

- 2.38 Personnel to wear appropriate personal protective equipment (PPE) as each job requires –e.g. gloves, safety boots, earmuffs, safety clothing.
- 2.39 All safety procedures as outlined in JSAs are to be adhered to for the protection of not only the worker, but for any relevant personnel & the public also.
- 2.40 All staff to undergo medical surveillance twice per annum.
- 2.41 Letters of good standing with Department of Labour in terms of Occupational Health and safety must be submitted.



**SECTION A: EVALUATION CRITERIA**

Evaluation will be based on the following:

- Phase 1: Pre-qualification criteria
- Phase 2: Minimum Compulsory Requirements
- Phase 3 : Functionality
- Phase 4: Price and Preference Points

**Phase 1: Pre-qualification criteria**

To apply pre-qualifying criteria to advance certain designated groups as provided for in the abovementioned legal prescripts, the Department will pre-qualify bidders in the following designated groups to achieve the provincial targets for this sector:

Designated Group	%
1. BBBEE STATUS - MINIMUM LEVEL 1	100%

**Phase 2: Minimum Compulsory Requirements**

The Bidder shall complete and submit the following returnable schedules and documents:

NO.	SECTION/ SCHEDULE	COMPULSORY (YES / NO) NON- SUBMISSION WILL RENDER BIDDERS NON- RESPONSIVE	COMPULSOR Y (YES / NO) FOR BID EVALUATION PURPOSES	FOR OFFICIAL USE ONLY		
				YE S	NO	N/A
<b>Prospective Bidders MUST provide the following as per the Mandatory Requirements:</b>						
1	Proof of ownership of the bidding entity.	Yes	Yes			
2	A BBBEE Certificate/Sworn Affidavit (For EMEs& QSEs) must be Submitted in order to qualify for Preference Points For.	Yes	Yes			
3.	Utility Bill / Letter from a ward Councillor/Lease Agreement in Company name	Yes	Yes (Phase 3)			
4.	Reference letters	Yes	Yes (Phase 3)			
5	Execution plan	Yes	Yes (Phase 3)			
6	Proof of registration with the Cleaning Bargaining Council (not more than six (6) months old)	Yes	Yes			
7.	The bidder must submit financial capability to ensure that they will be able to execute and sustain the contract for its duration.	Yes	Yes			

NO.	SECTION/ SCHEDULE	COMPULSORY (YES / NO) NON- SUBMISSION WILL RENDER BIDDERS NON- RESPONSIVE	COMPULSOR Y (YES / NO) FOR BID EVALUATION PURPOSES	FOR OFFICIAL USE ONLY		
				YE S	NO	N/A

## SECTION B: SPECIAL TERMS AND CONDITIONS

The quotation is issued in accordance with the following subject to the provisions of the General Conditions of Contract:

- i. Section 217 of the Constitution,
- ii. The PFMA and its Regulations in general,
- iii. The Preferential Procurement Policy Framework Act ( PPPFA) of 2000
- iv. National Treasury guidelines, and
- v. Revised PPPFA Regulations of 2017

The special terms and conditions are supplementary to that of the General Conditions of Contract. Where, however, the special terms and conditions are in conflict with the General Conditions of Contract, the Special Terms and Conditions prevail.

- (a) Bidder/s must ensure that they are fully aware of all the conditions contained in this quotation document.
- (b) Only bidders that fully meet the specifications and all conditions will be considered.

### 1. CONDITIONS OF BID

The bid is issued in accordance with the following conditions:

#### 1.1 ACCEPTANCE OF A BID

- 1.1.1. Bidders must submit their offers in line with the bid specifications. Failure to comply shall invalidate the bid.
- 1.1.2. Bidders shall be notified of the decision of the Bid Adjudication Committee.
- 1.1.3. The contract shall be concluded between Health Department and the successful service provider(s).
- 1.1.4. The Department of Health Bid Adjudication Committee reserves the right to make multiple awards and or to award per site provided that the respective bidders' offers comply with the specification and meets all the conditions attached to the bid.
- 1.1.5. Bidders must note that the Department is committed to ensuring compliance with the government's principles of, *inter alia*; promoting employment and advance the social and economic welfare of all South Africans and promoting equitable participation of small and medium-sized enterprises in government projects/contracts. Therefore bidders are advised that the Department shall uphold these principles and strive to promote equitable distribution of opportunities in the Department's projects. The Department shall where appropriate strive to avoid creating a monopoly by any service provider over the projects to be undertaken on the Department's behalf by prospective service providers by ensuring equitable distribution of projects to all qualifying bidders. Department of Health will enter into Service Level Agreement(s) with the successful bidder(s).
- 1.1.6. Bidders must comply with safety regulations at all times during operations.



1.1.7. Department of Health will enter into Service Level Agreement(s) with the successful bidder(s).

## 1.2. AWARD OF BID (S)

1.2.1. The Department of Health Bid Adjudication Committee reserves the right to make multiple awards and or to award per site provided that the respective bidders' offers comply with the specification and meets all the conditions attached to the bid.

1.2.2. Notification of the intention to award of bid shall be in the same media that the bid was advertised.

## 1.3. BARGAINING COUNCIL AND CERTIFICATE OF COMPLIANCE

1.3.1. As the cleaning industry is regulated, the bidder must be a member of the Bargaining Council for the Contract Cleaning Industry (KwaZulu-Natal). A valid Bargaining Council for the Contract Cleaning Industry (KwaZulu-Natal) certificate of registration must be submitted with a bid that is not more **than six (6) months old**. The Department will verify whether the certificate is valid, **if the certificate is non-compliant with the Bargaining Council this will result in the bid being disqualified**.

1.3.2. A certificate of compliance must be submitted on request to Contract Management Head Office after the commencement date of the contract or BCCI inspection report bi-annually thereafter, failure to do so may result in the cancellation of the contract.

## 1.4. B-BBEE STATUS LEVEL

1.4.1. A status level verification certificate or sworn affidavit (for Exempt Micro Enterprises (EMEs) and Qualifying Small Enterprises (QSEs) must be submitted in order to qualify for preference points.

## 1.5. CERTIFICATE OF COMPLIANCE

1.5.1. If the bidder submits offers for items that make reference to South African National Standards (SANS) or South African Bureau of Standards (SABS) specifications, a Certificate of Compliance (SANS) must be submitted with the bid document at the time of closing of the bid. SABS/SANS can be contacted for testing and conformity services at Tel: 031 203 2900/ Fax: 031 203 2907. SANS, SABS AND CKS specifications will be for the account of the prospective bidder.

1.5.2. Failure to submit the certificate, where applicable, will result in the bid being disqualified. The Department reserves its rights to contact SABS/SANS/CKS for testing and conformity services.

1.5.3. The South African National Accreditation System (SANAS) is recognized by the South African Government as the single National Accreditation Body that gives formal recognition that Laboratory, Certification Bodies, Inspection Bodies, Proficiency Testing Scheme Providers and Good Laboratory Practice (GLP) test facilities are competent to carry out specific tasks. This organization can be contacted as follows: Tel: 012 3943760: Fax: 012 3940526.

1.5.4. Prior to an award of the bid being made and/or during the evaluation process, the Department of Health reserves the right to conduct inspections of the premises of the most acceptable bidder. Therefore, premises of the bidder shall be open, at reasonable hours, for inspection by a representative of the Department of Health or organization acting on its behalf.

1.5.5. Any specification/s and conformity testing will be for the account of the prospective bidder.

- 1.5.6. In the event of the bidder not being the actual manufacturer and will be sourcing the product(s) from the manufacturer, a letter from the manufacturer confirming firm supply arrangement(s) including lead times in this regard, must accompany the bid at closing date and time.

**1.6. COMPLIANCE WITH SPECIFICATION**

- 1.6.1. Offers must comply strictly with the specification.
- 1.6.2. Offers exceeding specification requirements will be deemed to comply with the specification.
- 1.6.3. The quality of services/ supply must not be less than what is specified.

**1.7. LATE QUOTATIONS**

- 1.7.1. Bids are late if they are received at the address indicated in the bid documents after the closing date and time.
- 1.7.2. A late bid shall not be considered and, where practical, shall be returned unopened to the Bidder, accompanied by an explanation.

**1.8. LETTER OF UNDERTAKING**

- 1.8.1. As part of the contract, the contractor will provide monthly confirmation by the supplier that they have supplied the chemicals/detergents. When the contractor requests to change suppliers during the course of the contract, permission must be obtained from Central Supply Chain Management.

**1.9. MORE THAN ONE OFFER/ COUNTER OFFERS**

- 1.9.1. Should the bidder make more than one offer, where applicable, against any individual item, such offer/s must be detailed in the Schedule of Additional Offer/s. The Department reserves its rights in and to the consideration of any additional offer/s subject to compliance with specification and the bidding conditions.
- 1.9.2. Bidders' attention is drawn to the fact that counter offers with regard to any of the abovementioned Special Terms and Conditions will invalidate such bids.

**1.10. ONLY ONE OFFER RECEIVED**

- 1.10.1. Where only 1 offer is received, the Department of Health will determine whether the price is fair and reasonable. Proof of reasonableness will be determined as follows:
- (i) Comparison with prices, after discounts, to the bidder's other normal clients and the relative discount that the State enjoys;
  - (ii) Where this is not possible, profit before tax based on a full statement of relevant costs; and
  - (iii) In all cases, comparison with previous bid prices where these are available.

**1.11. REGISTRATION ON THE CENTRAL SUPPLIER DATABASE (CSD)**

- 1.11.1. A bidder submitting an offer must be registered on the Central Supplier Database. A bidder who has submitted an offer and is not registered on the Central Supplier Database will not be considered.

- 1.11.2. Each party to a joint venture/ consortium must be registered on the Central Suppliers Database at the time of submitting the bid.

**NB.: IF A BIDDER IS FOUND TO BE EMPLOYED BY THE STATE AND IS ON THE CENTRAL SUPPLIER DATABASE, THE BIDDER WILL BE DISQUALIFIED.**

**1.12. TAX COMPLIANCE REQUIREMENTS**

- 1.12.1. Bidders must ensure compliance with their tax obligations.
- 1.12.2. No award may be made to any bidder who is not tax compliant either on the Central Supplier Database or SARS eFiling system at the time of finalisation of the award of the bid.

**1.13. VALIDITY PERIOD OF BID AND EXTENSION THEREOF**

- 1.13.1. The validity (binding) period for the bid will be 60 days from close of bid.
- 1.13.2. However, circumstances may arise whereby the department may request bidders to extend the validity (binding) period. Should this occur, the department will request bidders to extend the validity (binding) period under the same terms and conditions as originally offered for by bidders. This request will be done before the expiry of the original validity (binding) period.

**1.14. PREQUALIFICATION CRITERIA**

- 1.14.1 The Department of Health has identified the application of the following prequalification criteria: a service provider who has a BBBEE status level of contribution 1

**1.15. COMPULSORY PRE -CONTRACT REQUIREMENTS**

- 1.15.1 Service providers will be required to produce evidence (valid copies) of the following registration:
- i. Public Liability Insurance Policy, letter of intent or quotation from insurance companies
  - ii. Unemployment Insurance Fund Registration Certificate.
  - iii. Letter of Good standing with Department of Labour
  - iv. Valid Certified copy of Registration certificate with Bargaining Council
  - v. Firm supply of cleaning materials contracts with cleaning manufacturers level 1 at the time of signing of contracts

**NOTE:** Failure to produce any of these within one month of award confirmation will render the award null and void.

## 2. SPECIAL CONDITIONS OF CONTRACT

### 2.1. AMENDMENT OF CONTRACT

- 2.1.1. Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties subject to the Department of Health's Bid Adjudication Committee approval.

### 2.2. BREACH

- 2.2.2 If the Contractor and/or any member of his personnel contravenes or fails to comply with, any part of the conditions of this agreement, which includes the sub clauses hereunder or any other part thereof, it shall be deemed to be a breach of contract.

- a) To report for duty at the time and place as agreed upon from time to time by the parties (remedial).
- b) To continue with his/her duties until the time agreed upon.
- c) To comply with the regulations, rules, operating methods and procedures of the Department.
- d) Not signing on and off duty.
- e) To wear on duty in terms of this agreement, unless the client should decide otherwise the standard uniform clothing including footwear, in a reasonable state of cleanliness and repair.
- f) To have available when reporting for duty equipment in good working order.
- g) To work shifts or overtime as from time to time agreed to by the parties.
- h) To carry out instructions issued by the Department in pursuance of the regulations, rules, operating methods and procedures.
- i) To report for duty in a sober and alert manner, without being under the influence of alcohol or drugs, or to remain in such sober and alert condition while on duty.
- j) To timeously report incidents or to submit reports as provided for in this agreement.

- 2.2.3 Any of the above shall be immediately reported to the Department by telephone, and as soon as practically possible by facsimile or email and the Contractor shall take remedial action without delay to the satisfaction of the Department. If any one or more of the failures referred to above are of such a frequency that the cleaning service provided to the employer in terms of this agreement is adversely affected, it shall be dealt with by the Department.

- 2.2.4 Should the Contractor act in conflict with or fail to comply with any statutory provisions, regulations, by-laws, rules or program contemplated in Clause 1.5, which have a bearing on the service provided in terms of this agreement, such action or failure shall be deemed as an immediate breach of agreement.

- 2.2.5 Notwithstanding anything contained to the contrary in this agreement, should the Contractor commit any act of insolvency, assign, surrender or attempt to assign or surrender his estate or allow any default judgment against it to remain unsatisfied for seven (7) days or if the said judgment is not rescinded within fourteen (14) days of the date of the default judgment, or be liquidated or placed under judicial

management or be wound up, whether provisionally or finally or make any material incorrect or untrue statement of representation in connection with any information furnished by it in respect of this

### **2.3. CANCELLATION**

- 2.3.1. The Contractor may cancel the Agreement by giving notice in writing to the Department not less than 90 (ninety) days prior to the intended date of cancellation of the Agreement.

### **2.4. CESSION OR DELEGATION**

- 2.4.1. Neither party shall cede or delegate any of its right or obligation under this Agreement.
- 2.4.2. The Service Provider shall not be allowed to proceed with any of the following matters before the prior written consent of the Department:
- 2.4.3. Any transfer of any amount of shares of the Service Provider;
- 2.4.4. Any change in the composition of the Service Provider;
- 2.4.5. Any change in the ownership of the company of the Service Provider; or
- 2.4.6. Any material change in the constitution, memorandum, articles of association, or similar document providing for the establishment or incorporation of the business or company of the Service Provider.

### **2.5. CHANGE OF ADDRESS**

- 2.5.1. Bidders must advise the Department of Health's Central Supply Chain Management Unit, Contract Administration Section, should their ownership or address (domicilium citandi et executandi) details change from the time of bidding to the expiry of the contract.

### **2.6. CHECKING OF SERVICE**

- 2.6.1. Inspection of the service must be conducted on a weekly basis by Systems Manager of the institution/ a nominated supervisory staff at the Centre, Infection Prevention Control, Quality Assurance and the Managing Director of the Company.
- 2.6.2. Institution must arrange monthly meetings with the service provider to discuss the contract performance. Only Managing Director or Delegated Personnel of the company should attend the meeting. Minutes, attendance register and monthly performance reports must be submitted to contract management by the 10<sup>th</sup> of each month.
- 2.6.3. The responsible personnel at Head office, Department of Health KwaZulu-Natal, shall be entitled at any time to inspect the service rendered by the Contractor, in order to ensure that the service rendered is in accordance with the contractual agreement.

### **2.7. CODE OF CONDUCT**

- 2.8.1. The Department may delegate to any deputy or other person, any of his powers or functions in terms of this agreement and on receiving notice in writing of such delegation the Contractor shall recognize and obey the delegated person to whom any such powers or functions have been delegated as if he/she were the Department.

2.8.2 The Contractor shall exercise adequate supervision over the service at each premise, or shall be represented by a representative having full power and authority on behalf of the Contract Manager. Such representative shall be competent and responsible, and shall have adequate experience in carrying out work of a similar nature to the cleaning service provided in terms of this agreement and shall exercise personal supervision. Supervisor must have at least 3 years supervision experience in cleaning service.

2.8.3 The Contractor shall at all times be responsible and liable for the acts and omissions of his employees providing services to the Department in terms of this agreement while they are acting within the course and scope of their duties and employment even when not on the premises of the Department.

## 2.8. CONFIDENTIALITY

2.9.1 The Contractor must ensure that the Department's interests are served at all times during the contract period. Recommendations must be based on impartial observations, responsible opinions and pertinent facts. Any information gained by the Contractor during the course of the contract must be kept in strict confidence and may not be used without the written permission of the Department.

## 2.9. DAMAGE

2.9.1. Any damage caused, whether wilfully, accidentally or by negligence by the Contractor or his/her staff to private or Department's property must be repaired or replaced at the Contractor's expense. Any property found damaged by others which could implicate the Contractor in any way must be reported to the Centre Manager within 24 hours.

## 2.10. DEPARTMENT OF HEALTH KWAZULU-NATAL EQUIPMENT AND PROPERTY

2.10.1. The Contractor may not use any of the above parties' equipment, aids and/or property, for purposes of compliance with the contract which equipment, aids and/or property includes inter alia; vehicles, stationery, rooms/halls, furniture unless so authorized in writing to do so by the Institution

## 2.11. DISCIPLINARY MEASURES

2.12.1 Cleaning service personnel provided by the Contractor shall in addition to this contract be subject to the Department's Code of Conduct.

2.12.2 A breach of discipline or any negligence of duty on the part of a member of the cleaning personnel provided by the cleaning Contractor in terms of this agreement shall be dealt with immediately by the Contractor's management.

2.12.3 The Contractor shall notify the Department, in writing, of any such breach, failure or negligence that takes place by any personnel of the contractor.

2.12.4 The Contractor shall notify the Department in writing of the outcome of any such disciplinary proceedings.

2.12.5 Should the Contractor decide not to take disciplinary steps against a member of his personnel, the reason therefore shall forthwith be conveyed in writing to the Department.

2.12.6 In the event of the Department not being satisfied by the performance of any member of the Contractor's personnel in terms of this agreement the Department shall notify the Contractor in writing thereof. The Contractor shall forthwith remove the abovementioned personnel from any duties related to this contract

and replace such personnel with a suitable personnel.

2.12.7 The personnel of the Contractor who are replaced at the Departments request shall thereafter not be used at any other site of the Department without the prior written consent of the employer.

2.12.8 Cleaning personnel must be in full uniform with identification and in possession of serviceable equipment when posted for duty.

2.12.9 The Contractor shall at his/her cost procure, acquire, install, and maintain in good and safe working order all services equipment and shall have no claim based on enrichment or for compensation, or reimbursement or of any other nature whatsoever, against the Department.

## 2.12. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

2.13.1 It is the duty and responsibility of the Contractor to ensure that his/her staff:

2.13.1.1 Presents a presentable image/appearance in full uniform.

2.13.1.2 At all times presents a dedicated approach to their duties.

2.13.1.3 Shall not argue with visitors/staff/patients or be discourteous to them.

2.13.1.4. Do not read office documents or rummage through office/kitchen waste/medical waste.

2.13.1.5 On award of the contract the Contractor shall sign an undertaking in which he/she declares that his/her staff will refrain from any action which might be to the detriment of the institution where the service is rendered and such undertaking must be handed to the Centre on commencement of the contract.

2.13.1.6 No information concerning the institution's activities may be furnished to the public or news media by the Contractor or his/her employees without the express written permission of the Head of Department of Health.

## 2.13. DUTY LIST

2.13.1. Duty list serves to identify/clarify areas that need to be cleaned by the service provider. It specifies number of staff that is required by the institution per shift as well as number of hours per shift. Service provider and the Chief Executive Officer must sign a duty list prior the commencement date of the contract. It will form part of the contract agreement.

### 2.14.1.1 PURPOSE

The purpose of the duty list is to serve as proof, at all reasonable times, that all staff who should be on duty per shift, are indeed on duty.

### 2.14.1.2. DRAWING UP OF A DUTY LIST

Daily, weekly or monthly duty lists of all staff to perform duty, as purported in the contract, must be drawn up by the Contractor and handed to Centre Management where such service is rendered.

### 2.14.1.3. CHANGES TO THE DUTY LIST

Any change to the duty list shall be crossed out by a single line, initialled and dated.

## **2.14. DUTY SHEET**

### **2.15.1 PURPOSE**

The purpose of a duty sheet is to ensure that all staff on duty is familiar with the duties as required in the contract.

2.15.1.1 The Contractor shall make available at the Centre, a fully expounded duty sheet per duty point.

## **2.15. ENTRY TO THE CENTRE(S) BY CLEANING STAFF**

2.15.1. The Department of Health undertakes to provide entry to the Institution and to provide the Contractor with all keys that the Contractor might require obtaining entry to those parts of the Institution where the service is to be rendered according to the contract. The Contractor shall be responsible for the safekeeping of all keys handed to him/her and he/she must acknowledge receipt thereof in writing and such keys must be returned to the Centre Management on termination of the contract. In the event of any keys being lost by an employee of the contractor, the locks for which keys were used will be replaced by the Institution and new keys provided at the contractor's expense. Fitting of new locks will be done by the Institution. The Contractor is not permitted to have duplicate keys cut.

## **2.16. EQUAL BIDS**

2.17.1 If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for B-BBEE.

2.17.2 If functionality is part of the evaluation process and two or more tenderers score equal total points and equal preference points for B-BBEE, the contract must be awarded to the tenderer that scored the highest points for functionality.

2.17.3 If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

## **2.17. FIRM PRICES AND ESCALATIONS**

2.17.1. This bid requires that all bid prices offered are firm for the full duration of the contract. If a non-firm price is offered, the bidder shall be disqualified for not complying with the conditions of the bid.

## **2.18. GENERAL**

2.19.1 The Contractor shall render a cleaning service of such an acceptable norm/standard that it will be to the benefit of both parties. All possible steps must be taken by the Contractor to ensure that the correct, intended execution of the contract will take place. These steps shall include the following:

(i) The protection of Department of Health KwaZulu-Natal property at the intended Institution when machinery/tools are used; and

The protection of Department of Health KwaZulu-Natal staff and patients against injuries, death or other occurrences when machinery/tools/chemicals are used.



- 2.19.2 Toilet paper and clear plastic will be supplied and installed by the Institution/Centre. If requested, the Contractor shall replace empty toilet paper holders, paper towels and any empty liquid detergent containers at the Centre's expense.
- 2.19.3 Cleaning materials, disinfectants and disposables (household gloves, dust mask) in compliance to Infection Prevention Control Policy Guidelines will be supplied by the contractor.
- 2.19.4 The Contractor must arrange for adequate supervision of his/her employees by appointing a daily permanent supervisor so as to ensure that all services are rendered efficiently and to the entire satisfaction of the Centre. The Contractor must appoint and name a senior representative from the company, with whom negotiations can be concluded, discussions held and instructions given. Arrangements made with such a representative/s shall be binding on the Contractor. The Institution shall represent the Head: Department of Health, KwaZulu-Natal. Once a month the Managing Director of the company shall have formal discussions with the Centre Manager. Minutes of the meeting shall be kept by the Centre Manager for record purposes (building a case history on the contract). Minutes of the meeting must be signed by both parties. Copy of minutes and monthly performance reports must be forwarded to contract management Head Office by the 10<sup>th</sup> of each month.
- 2.19.5 The Contractor must ensure that on a daily basis in designated areas, all doors and windows are closed/locked, all lights switched off and that all water taps, except those operating urinals and other essential services are turned off. Besides rendering a service of such an acceptable standard that will benefit both parties, it is also the responsibility of the Contractor and his/her staff to assist the Institution in its efforts to conserve energy.
- 2.19.6 Besides the Contractor appointing a supervisor, who must be introduced to Centre Management on commencement of the contract and who must be permanently appointed at the Institution, a supervisor in a senior position from the Contractor shall visit the site on a weekly basis and report to Centre Management to resolve impending problems.
- 2.19.7 The Contractor shall allow his personnel to attend and, if necessary, to testify in, court proceedings, as well as in disciplinary and arbitration proceedings should the Department deem it necessary, provided the Department has notified the Contractor within a reasonable time before the start of the proceedings that the presence of the Contractor's personnel is required by the Department.
- 2.19.8 Personnel provided by the Contractor in terms of this agreement shall be in a trained, physically fit and mentally sound condition to perform their duties.
- 2.19.9 The Contractor undertakes to make the relevant provisions of this agreement known to all members of the personnel provided in terms hereof as soon as it is practically possible before the commencement of this agreement.
- 2.19.10 No personnel provided by the Contractor shall, comment to the press or any other public communications media upon the business of Departments.
- 2.19.11 The Contractor shall notify the Department in writing of any change of address and change of ownership within five (5) days thereof.
- 2.19.12 The Contractor shall provide the Department with daily posting sheets immediately when required by the Department.

2.19.13 The personnel provided in terms of this agreement shall report for duty at those points indicated by the Department. These points of reporting may vary from time to time according to the operational requirements of the Department.

2.19.14 The Contractor shall be responsible for all costs incurred in the transport, deployment and posting of such personnel.

## **2.19. INDEMNITY**

2.20.1 The Contractor hereby indemnifies the Head: Department of Health KwaZulu-Natal against any liability or compensation and legal expenses in respect of the following cases.

(i) Loss of life or injuries which might be sustained by the Contractor's staff during the execution of their duties at the Institution.

(ii) Damage to or destruction of any equipment or property of the Contractor, during the execution of duties as described in the contract.

(iii) Any claims and legal costs which might ensue from the failure by or acts committed by the cleaning staff of the Contractor against third persons.

(iv) The Department of Health KwaZulu-Natal undertakes to notify the Contractor in writing of the particulars of each claim that the Contractor is liable for.

## **2.20. INFECTION CONTROL**

2.21.1. The successful bidder must abide by the Centre's Infection Control procedures and policies and any directives issued by the Centre. It is the responsibility of the bidder to familiarize themselves with the institutions procedures and policies in line with National Core standards.

## **2.21. INTIMIDATION**

2.22.1 It is the intention of both parties that the personnel provided in terms hereof shall not fail to carry out their duties as a result of any form of intimidation. Should the Contractor suspect intimidation of personnel, he/she shall take prompt action in conjunction with the Department and the South African Police Service to remedy the situation.

2.22.2 Such action shall result in an immediate investigation instituted against the personnel involved.

2.22.3 The Contractor shall forthwith notify the Department, in writing, of any form of intimidation which their personnel may be subjected to.

## **2.22. INSTRUCTIONS TO THE CONTRACTOR**

2.22.1. All verbal requests by the Department to the Contractor shall be confirmed in writing by the Contractor within 24 hours.

## **2.23. INVOICES**

2.23.1. All invoices submitted by the Contractor must be Tax Invoices indicating services rendered, the amount of tax charged and the total invoice amount.

## 2.24. IRREGULARITIES

- 2.24.1. Companies are encouraged to advise the Department of Health timeously of any possible irregularities which might come to their notice in connection with this or other contracts.

## 2.26. LABOUR UNREST INCIDENTS

### 2.26.1 DEFINITION

When staff members of the Centre, or staff of the Contractor, are engaged in strikes, unrest or intimidation.

### 2.26.2 LABOUR UNREST AT THE CENTRE

If the service is interrupted or temporarily deferred because of any labour unrest by the Contractor's staff, local or national disaster, the parties shall come to an agreement on the methods which would enable the service to continue. In a case such as the above, the Contractor will be paid pro rata for services rendered.

## 2.27. LAWS TO APPLY

- 2.27.1 The contract shall in all respects be construed in accordance with the Laws of the Republic of South Africa and any differences that may arise between the client and the Contractor in regard to the contract shall be settled through Arbitration Processes or the Courts of the Republic of South Africa.

- 2.27.2 The Contractor shall comply, but not limited to, with the following relevant legislation/regulatory body norms and standards:

2.27.2.1 Bargaining Council for the Contract cleaning service industry (KwaZulu-Natal).

2.27.2.3 The Appeal Regulations, 2002, promulgated on 14 February 2002.

2.27.2.4 The Compensation for Occupational injuries and diseases Act (Act no 103 of 1993).

2.27.2.5 The Occupational Health and Safety Act (Act no 85 of 1993). The contractor will carry out his obligations, including the appointment of officials, in accordance with the requirements of his Act

2.27.2.6 Should any of the above be amended or replaced, the amendment or replacement should be adhered to.

## 2.28. LIABILITY

- 2.28.1 The Service Provider shall at all times be liable for the acts and omissions of its employees providing cleaning services to the Departments in terms of this Agreement and acting within the course and scope of their duties and employment.

- 2.28.2 The Departments shall not be responsible for any loss of or damage to any vehicles, equipment or other material used by the Service Provider in respect of the cleaning services provided in terms of this Agreement and used on the premises caused by the Departments or any of its employees acting within the course and scope of their duties and employment.

2.28.3 The Service Provider hereby indemnifies and holds the Departments harmless against –

- a) any damage to the Department's property, whether movable or immovable;
- b) loss of property belonging to the Department;
- c) liability in respect of any damage to property, whether movable or immovable, belonging to third parties and on the premises of the Departments; and
- d) Liability in respect of death of, unlawful arrest, injury, illness or disease to any person connected to the rendering of the cleaning services.

2.28.4 The Departments shall not be responsible for any loss of or damage to any vehicle, equipment or material used in the rendering of cleaning services, loss or damage the proximate cause of which is the negligence of the Service Provider or its employees.

2.28.5 Should a third party institute a claim relating to the cleaning services rendered by the Service Provider in terms of this Agreement against the Departments or any of its employees acting within the course and scope of their duties and employment, the Service Provider shall indemnify the Departments and any of its employees against such a claim and shall hold them harmless against any such claim.

2.28.6 The Departments requires the Service Provider to have a Public Liability Insurance Policy. It is compulsory for the Service Provider to have this policy as a guarantee for any liability or claim that may arise as a result of rendering the cleaning services.

2.28.7 The Service Provider will not be allowed to render any cleaning service to the Departments without such a policy. Failure to provide such a policy will result in the Agreement being terminated.

2.28.8 The Service Provider shall furnish the Department with a copy of the policy cover and a letter from the relevant Insurance Company providing such cover and certifying that the policy is effective.

2.28.9 The policy should be existent before the commencement of this Agreement between the parties and should be for the duration of the Agreement.

2.28.10 The service provider shall:

1. Ensure that the monthly policy premiums are duly paid;
2. Submit of proof of such payment to the Coordinating Department; and
3. Ensure that the policy remains valid for the duration of the agreement and does not lapse.

2.28.11 The Service Provider remains vicariously liable for all the actions and omissions of its employees acting within the course and scope of their duties and employment, even when on the premises of the Service Provider as employer.

## 2.29. MANAGEMENT OF DISCIPLINE

2.29.1 The Service Provider must draw up and properly and consistently enforce a disciplinary code in respect of all cleaning personnel in its employ and undertakes to, on or before the signing of the Service Level Agreement and provide the Department with certified copies of its current grievance and disciplinary procedures.

2.29.2 The disciplinary code contemplated above must contain rules which adequately reflect the relevant values and principles as well as any further rules that are reasonably necessary to ensure disciplined, honest, safe, reasonable, professional and competent conduct by cleaning personnel in the circumstances in which they are employed and made available by the Service Provider for the rendering of cleaning services.

### 2.30. MINIMUM WAGES

2.30.1 It is expected that the Contractor shall pay his/her employees at least a minimum monthly basic wage, as prescribed Bargaining Council for the Contract Cleaning Service Industry (KZN). The latest Government Gazette must be noted as wages for the Cleaning Industry. It is a duty of a service provider to ensure that they comply with the requirement of a Bargaining Council for the Contract Cleaning Service Industry (KZN). The service provider must submit a certificate of compliance with BCCCI to contract management Head Office.

### 2.31. MISCELLANEOUS

2.31.1 The Contractor's staff shall not sell or buy any items to/from any centre patient or staff member.

2.31.2 If in the opinion of the Centre Management any person employed by the Contractor misconducts himself/herself, or is likely to cause or has caused quarrelling, or delays, the Contractor, when so directed in writing by the Centre Management, shall at once remove that person/s from the institution's premises and shall not allow him/her to return without the written permission of the Centre Management.

2.31.3 The Head: Department of Health, KwaZulu-Natal, or his/her representative may at any time inspect the Contractor's work and/or performance. Should he/she or the representative consider the standard contrary to the contract or specification he/the representative will notify the Contractor accordingly in writing and the Contractor shall rectify the defect, to the standard required by the contract specification and Special Contract Conditions within seven (7) days at his/her own cost. In the event of the Contractor disregarding the representative's instructions for a period of seven (7) days, the Head of Department or his/her representative is at liberty forthwith to employ other workmen to perform the work or cause the work to be performed and to charge any expense thereby incurred to the Contractor or to deduct it from any sum due or to become due to the Contractor.

2.31.4 The equipment used by the Contractor must be kept in a safe condition, and the use of such shall not prejudice the health and safety of the staff, patients and the general public.

2.31.5 The Contractor is responsible for providing all his/her own cleaning equipment and material as listed on the specification.

2.31.6 The Centre will provide electrical power (220 volt, 15 amp) if required, and water to the Contractor, free of charge, by means of existing plugs and taps. Every electrical appliance shall be operated through a plug-in earth leakage protection device. The Contractor is advised that fire hoses may only be used for their *bona fide* firefighting purposes. All other fuel and batteries necessary shall be provided by the Contractor.

2.31.7 The Centre will provide existing toilet facilities free of charge, to the staff of the Contractor, but will not be responsible for providing living accommodation for his/her staff. No staff may be housed on the premises.

2.31.8 Whilst on the premises, the Contractor's staffs are to be limited to the areas where they are required to

perform their duties and will under no circumstances be permitted to enter areas outside the contract area.

2.31.9 The Contractor will under no circumstances be permitted to employ child labour to perform any Duties in respect of the contract.

2.31.10 The Department of Health, (Bid Adjudication Committee) KwaZulu-Natal will terminate the contract in the event of the Contractor breaching any of the conditions of the contract or rendering continuous unsatisfactory service. In such event the Head of Department shall have the right to recover from the Contractor any losses which the Department may have suffered as a result of the failure, without prejudicing any other rights the Department may have.

2.31.11 Once a month the Contractor shall have formal discussions with the Finance/Systems Manager. Minutes of the meetings shall be taken and kept by the Finance/Systems Manager for record purposes. The performance report of a Contractor must be forwarded to Contract Management-Head Office by the Finance/Systems Manager on a monthly basis.

2.31.12 Hazardous Substance Act, 1973 (Act 15 of 1973)

2.31.13 Health and Safety from Waste: The bidder must be familiar and comply with all health and safety regulations and statutes governing occupational health and safety. An operational occupational health and safety plan, in line with Occupational Health and Safety Act, must be made available to the Department. The bidder must ensure that all of its employees adhere to the requirements stipulated in the occupational health and safety plan. Furthermore, the bidder must ensure the safety of all personnel, subcontractor's personnel as well as that of institution's staff members or members of the public affected by the execution of the services and this will be the sole responsibility of the bidder. All the employees (whether permanent or temporary) must be adequately registered for workmanship compensation and no untrained persons must be allowed to carry out any work under this service.

## 2.32. MONITORING OF SERVICE

2.32.1 Monitoring of service shall be done by the Contractor himself/herself (Managing Director), IPC, Quality Assurance and Systems Manager on a weekly basis to monitor the performance of the contract and report to the Centre Manager/ CEO if any problems arises.

2.32.2 The responsible personnel, Department of Health KwaZulu-Natal, shall be entitled at any time to check the service rendered by the Contractor, in order to ensure that the service rendered is in accordance with the contract.

## 2.33. OTHER

2.33.1. The Client reserves the right to subject the Contractor or any of its guards to any investigation without the consent of the Contractor.

## 2.34. PAYMENT

2.34.1 A contractor shall be paid by the institution concerned, in accordance with services rendered.

2.34.2. Should a contractor indicate a special discount on his/her account provided payment is made within a certain time, every effort shall be made to take advantage of such discount.

2.34.3. Any query concerning the non-payment of accounts must be directed to the institution concerned. The

following protocol will apply if accounts are queried:

- (i) Contact must be made with the officer-in-charge of stores;
- (ii) If there is no response from stores, the Manager of the institution must be contacted;
- (iii) Failing all of the above, the contractor must contact The General Manager: Accounting Services: Department of Health Head Office.
  - (a) name/s of person/s contacted at the institution and dates; and
  - (b) Details of outstanding account.

The General Manager: Accounting Services will then take the appropriate action.

### 2.35. PENALTY CLAUSE

- 2.35.1. In the event that the contract has insufficient total number of personnel required by the institution, penalty amount of 0.04% of contract sum will be charged per day. The amount shall be deducted from outstanding payments.

### 2.36. PERIOD OF CONTRACT

- 2.36.1. The contract will run for a period of 12 months.

### 2.37. PERMANENT ON-SITE PERSONNEL

The Contractor must provide;

- 2.37.1 The supervisor must be on site for all the shifts. The supervisor must have orientation skill, infection control skill and have knowledge of the Occupation Health and Safety Act, Act 85 of 1993.
- 2.37.2 Wards, Administration, OPD and toilets cleaning staff must have been given orientation and induction by the contractor.
- 2.37.3. The staff on duty must at all times wear a name tag.

### 2.38. QUALITY CONTROL TESTING OF PRODUCTS

- 2.38.3. The department reserves the right to have any product in this bid tested with an accredited agent in the republic of South Africa. The quality control testing administrative procedures will be undertaken by the department's supply chain management contract management section.
- 2.38.4. If it is discovered that the product supplied is not in accordance with the specification the following will occur:
  - (i) Testing charges will be for the account of the principal contractor;
  - (ii) Possible cancellation of the contract with the principal contractor;
  - (iii) Reporting such negligence by the principal contractor to the provincial and national treasury for listing on the Restricted Suppliers' Database.

## **2.39. REMUNERATION AND ALLOWANCES**

- 2.39.1 The Contractor shall acquaint himself with any relevant wage regulating measure or statutory enactment which may be in force or which may be contemplated, affecting conditions of employment during the term of the agreement.
- 2.39.2 The Contractor must provide audited proof that remuneration paid to each of their employees was adjusted by at least the amount by which the statutory wage applicable to each individual employee was increased.
- 2.39.3 The Contractor shall remain solely responsible for the payment of all costs pertaining to personnel, including but not limited to salaries, bonuses pension fund contributions, benevolent fund contributions, medical fund contributions and insurance premiums. Failure to comply with this requirement, the Department shall report the Contractor to the Department of Labour.
- 2.39.4 Salaries payable by the Contractor to his personnel shall at no stage be less than those prescribed by the current applicable wage determination in the cleaning industry. The Department reserves the right to request in writing copies of the salary advices from the employees of the Contractor at any given time.
- 2.39.5 The Contractor shall be responsible for the payment of all applicable taxes, charges, duties or fees assessed or levied by any recognised authority in respect of the cleaning personnel provided or as a result of the cleaning personnel being provided by the Contractor in terms of this agreement and shall, on request furnish sufficient documentary proof to the client that these payments have in fact been made.
- 2.39.6 Agreement or the remainder of the bid document then upon the occurrence of any one (1) or more of the aforesaid events, the Department may without prejudice to any other rights he may have, elect to immediately terminate this agreement by written notice to the Contractor.

## **2.40. REPORTING OF INCIDENTS AND REPORTS**

- 2.40.1 All incidents or accidents on the premises or to the property of the Department shall forthwith be reported within an hour of occurrence to the Centre Manager.
- 2.40.2 A detailed written report of all such incidents shall be presented to the Department within twenty four (24) hours after the occurrence of the said incident or accident.

## **2.41. SPECIAL REQUIREMENTS**

- 2.41.1 Pre-medical exams must be done prior to employment, before commencing the duties and then twice a year and staff must be immunised against hepatitis B and A , at bidders cost.
- 2.41.2 The service provider must ensure the maintenance of equipment; provide records to the Institution Management and Systems management.
- 2.41.3 Service provider to provide Safety Harness
- 2.41.4 Institution wishes to be advised on time.



## **2.42 STAFF EQUIPMENT**

- 2.42.1 The successful Contractor shall ensure that each member of his/her staff at the Centre shall at all time, when on duty; be fully equipped with:
- 2.42.2 A neat and clearly identifiable uniform from the Contractor.
- 2.42.3 A clear identification card from the Contractor, with the staff's photo and identification details on it, worn conspicuously on his/her person at all times whilst on the premises of the Centre.
- 2.42.4 The required safety equipment whilst working with machinery.

## **2.43 STANDARDS**

- 2.43.1 In terms of this contract, Contractors and their employees utilised on the premises of the Department shall at all times during the term of this agreement be registered in terms of the Bargaining Council for the Contract cleaning service industry (KwaZulu-Natal).
- 2.43.2 A bidder profile document must have the following documents/information attached:
- i) A certified copy of the registration certification with Bargaining Council for the Contract cleaning service industry (KwaZulu-Natal).
  - ii) Detailed list of current or active contracts (start and end dates and contract value)
  - iii) Detailed list of previous and completed contracts indicating the commencement, expiry dates with contactable references and contract value.
- 2.43.3 Insurance Registration as follows:-
- i) Unemployment Insurance Act, 2001 (Act no. 63 of 2001) as amended by Unemployment Insurance Amendment Act, 2003 (Act no. 32 of 2003).
  - ii) Section 80 of the Compensation for Occupational Safety Injuries and Diseases Act, 1993 (Act no. 130 of 1993).
- 2.43.4 Liability insurance.
- i) Compensation Commissioners and with the Unemployment Insurance commissioners (UIF).
  - ii) Compensation for Occupational Injuries and Diseases Act (COIDA) certificate;  
Unemployment Insurance Fund (UIF) certificate; (Proof of registration must be submitted).

## **2.44 STATEMENT OF SUPPLIES AND SERVICES**

- 2.44.1 The contractor shall, monthly, furnish particulars of services executed. Such information must be submitted to the Department of Health Supply Chain Management, Contract Management as follows:
- (ii) Name of institution
  - (ii) Orders received – order number & catalogue number & quantity delivered.
  - (iii) Price

**2.45 TRADING**

No staff of the Contractor may carry on any trading at the Institution.

**2.46 TRAINING OF THE CONTRACTOR'S STAFF IN THE EMERGENCY PROCEDURES OF THE INSTITUTION WHERE THEY RENDER A SERVICE**

- 2.46.1 The Contractor is responsible for the training of his/her staff at the Centre in respect of the application of the guidelines of the emergency plan which shall be provided to him/her by the Institution.
- 2.46.2 The Contractor must ensure that training on correct use of equipment and proof thereof must be submitted to the Centre Manager for record purposes.
- 2.46.3 It is the responsibility of the contractor to provide first aid requirements to its employees.
- 2.46.4 Formal training such as customer care and health & safety training must be conducted by the contractor.
- 2.46.5 Continuous on the job training must be provided to reduce the number of unnecessary accidents, infection risks in the workplace and guarantees worker commitment and attendance.
- 2.46.6 Proper training must be done by the Contractor on the correct use of either the chemical or cleaning material prior to utilisation by staff.
- 2.46.7 Proper Personal Protective Equipment (PPE) garments must be used to ensure safety of the cleaners.
- 2.46.8 Proof of all of the above to be submitted to the CEO/System Manager on a monthly basis.

**2.47. UNSATISFACTORY PERFORMANCE**

2.47.1 Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.

(i) Before any action is taken, the institution shall warn the contractor by registered/certified mail that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum) If the contractor does not perform satisfactorily despite the warning the institution will:

(a) Take action in terms of its delegated powers.

(b) Make a recommendation to its Head Office, Central Supply Chain Management for cancellation of the contract concerned.

(i) When correspondence is addressed to the contractor, reference will be made to the contract number/item number/s and an explanation of the complaint.

**2.48. VAT**

2.48.1. Bid prices must be inclusive of VAT.

2.48.2. A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:

- (a) The name, address and registration number of the supplier;
- (b) The name and address of the recipient;
- (c) An individual serialized number and the date upon which the tax invoice is issued;
- (d) A description of the goods or services supplied;
- (e) The quantity or volume of the goods or services supplied;
- (f) Either –
  - (i) The value of the supply, the amount of tax charged and the consideration for the supply; or
  - (ii) Where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

2.48.3. Bidders who are VAT vendors must provide proof that they are VAT registered.

NOTE: The Department of Health reserves the right to verify the veracity of all information submitted.

