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KZN HEALTH

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KZN Health > Components > Supply Chain Management

AdvertQuote



Quotation Advert

Opening Date:

Closing Date:

Closing Time:

INSTITUTION DETAILS

Institution Name:

Province:

Department or Entity:

Division or section:

Place where goods / services is required:

Date Submitted:

ITEM CATEGORY AND DETAILS

Quotation Number:

Item Category:

Item Description:

Quantity (if supplies):

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type:

Date:

Time:

Venue:

QUOTES CAN BE COLLECTED FROM:

QUOTES SHOULD BE DELIVERED TO:

ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name:

Email:

Contact Number:

Finance Manager Name:

Finance Manager Signature:

No late quotes will be considered

DESCRIPTION: **maintenance**

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		GARDENING SERVICE::: 9 MONTHS CONTRACT				
		MONTHLY GARDENING SERVICE AT VRYHEID HOSPITAL				
		AND OFFICIAL RESIDENCES,MASON,HLOBANE,VUMANI, FUDUKA,SILOAH AND THEMBUMUSA CLINICS.				
		BIDDER MUST PROVIDE CLIENT REFERENCE (READ SECTION 1.6.1)				
		ALSO READ ALL SPECIAL TERMS AND CONDITIONS..				
		N.B; PLEASE ATTACH THE FOLLOWING DOCUMENTS TOGETHER WITH YOUR QUOTATION; BBBEE CERTIFICATE, TAX CLEARANCE CERTIFICATE, FULLY COMPLETED SBD 4 AND CSD FULL REPORT NOT OLDER THAN TEN DAYS.				
VALUE ADDED TAX @ 15% (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., 1day, 1week

<p>Enquiries regarding the <u>quote</u> may be directed to:</p> <p>Contact Person: MUZI SITHOLE Tel: 034 989 5948</p> <p>E-Mail Address:</p>	<p>Enquiries regarding <u>technical information</u> may be directed to:</p> <p>Contact Person: S PILLAY Tel: EXT 5927</p>
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DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, 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, shareholder²):
- 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? YES NO
- (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
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¹"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); | c) provincial legislature; |
| b) any municipality or municipal entity; | d) national Assembly or the national Council of provinces; or |
| | e) Parliament. |

²"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 Department is under no obligation to accept the lowest or any quote.
- 3.2. The Department reserves the right to communicate in writing with vendors in cases where information is incomplete or where there are obscurities regarding technical aspects of the offer, to obtain confirmation of prices or preference claims in cases where it is evident that a typing, written, transfer or unit error has been made, to investigate the vendor's standing and ability to complete the supply/service satisfactorily.
- 3.3. **ALL DECISIONS TAKEN BY THE DEPARTMENT ARE FINAL, INCLUDING THE AWARD OF THIS QUOTATION.**
- 3.4. 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.
- 3.5. The bidder must ensure the correctness & validity of the quotation:
- (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*
 - (ii) *it is the responsibility of the bidder to confirm receipt of their quotation and to keep proof thereof.*
- 3.6. 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.
- 3.7. This quotation will be evaluated based on the 80/20 points system, specification, correctness of information and/or functionality criteria. All required documentation must be completed in full and submitted.
- 3.8. Offers must comply strictly with the specification.
- 3.9. Only offers that meet or are greater than the specification will be considered.
- 3.10. Late offers will not be considered.
- 3.11. Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.
- 3.12. Used/ second-hand products will not be accepted.
- 3.13. A bidder not registered on the Central Suppliers Database or whose verification has failed will not be considered.
- 3.14. All delivery costs must be included in the quoted price for delivery at the prescribed destination.
- 3.15. 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.
- 3.16. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.17. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered.
- 3.18. Verification will be conducted to identify if bidders have multiple companies and are cover-quoting for this bid.
- 3.19. In such instances, the Department reserves the right to immediately disqualify such bidders as cover-quoting is an offence that represents both corruption and acquisition fraud.

4. SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF THIS QUOTATION.

- 4.1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
- 4.2. Under no circumstances whatsoever may the quotation/bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
- 4.3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
- 4.4. Quotations submitted must be complete in all respects. However, where it is identified that information in a bidder's response is incomplete in any respect, the said supplier meets all specification requirements and is lowest to quote, the Department reserves the right to request the bidder to complete/submit such information.
- 4.5. Any alteration made by the bidder must be initialled; failure to do so may render the response invalid.
- 4.6. Use of correcting fluid is prohibited and may render the response invalid.
- 4.7. Quotations will be opened in public as soon as practicable after the closing time of quotation.
- 4.8. Where practical, prices are made public at the time of opening quotations.
- 4.9. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
- 4.10. The Department is under no obligation to pay suppliers in part for work done if the supplier can no longer for fulfil their obligation.

5. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS

- 5.1. Quotation shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the quotation documents.
- 5.2. Each quotation shall be addressed in accordance with the directives in the quotation documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the quotation number and closing date indicated on the envelope. The envelope shall not contain documents relating to any quotation other than that shown on the envelope. If this provision is not complied with, such quotations/bids may be rejected as being invalid.
- 5.3. All quotations received in sealed envelopes with the relevant quotation numbers on the envelopes are kept unopened in safe custody until the closing time of the quotation/bids. Where, however, a quotation is received open, it shall be sealed. If it is received without a quotation/bid number on the envelope, it shall be opened, the quotation number ascertained, the envelope sealed and the quotation number written on the envelope.
- 5.4. A specific box is provided for the receipt of quotations, and no quotation found in any other box or elsewhere subsequent to the closing date and time of quotation will be considered.
- 5.5. No quotation/bid sent through the post will be considered if it is received after the closing date and time stipulated in the quotation documentation, and proof of posting will not be accepted as proof of delivery.
- 5.6. Quotation documents must not be included in packages containing samples. Such quotations may be rejected as being invalid.

6. SAMPLES

- 6.1. 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.
- 6.2. **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.

7. COMPULSORY SITE INSPECTION / BRIEFING SESSION

7.1. 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 take place
- (ii) Date ____/____/____ Time ____:____ Place _____

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

8.1. 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.

9. SUBMISSION AND COMPLETION OF SBD 6.1

9.1. 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.

10. TAX COMPLIANCE REQUIREMENTS

- 10.1. 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.**
- 10.2. 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.**

11. TAX INVOICE

11.1. 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.

12. PATENT RIGHTS

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.

13. PENALTIES

- 13.1. If at any time during the contract period, the service provider is unable to perform in a timely manner, the service provider must notify the institution in writing/email of the cause of and the duration of the delay. Upon receipt of the notification, the institution should evaluate the circumstances and, if deemed necessary, the institution may extend the service provider's time for performance.
- 13.2. In the event of delayed performance that extends beyond the delivery period, the institution is entitled to purchase commodities of a similar quantity and quality as a substitution for the outstanding commodities, without terminating the contract, as well as return commodities delivered at a later stage at the service provider's expense.
- 13.3. Alternatively, the institution may elect to terminate the contract and procure the necessary commodities in order to complete the contract. In the event that the contract is terminated the institution may claim damages from the service provider in the form of a penalty. The service provider's performance should be captured on the service provider database in order to determine whether or not the service provider should be awarded any contracts in the future.
- 13.4. 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.

14. TERMINATION FOR DEFAULT

- 14.1. 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.
- 14.2. 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.
- 14.3. 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.

15. 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
Total points for Price and B-BBEE must not exceed	100

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
(applicable box)

(Tick

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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7.1 Will any portion of the contract be sub-contracted?

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 last 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		

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.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS.....</p> <p>.....</p> <p>.....</p>
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MONTHLY GARDENING SERVICES AT VRYHEID HOSPITAL AND OFFICIAL RESIDENCES, MASON CLINIC, HLOBANE CLINIC, VUMANI CLINIC, FUDUKA CLINIC, SILOAH CLINIC, THEMBUMUSA CLINIC 9 MONTH PERIOD CONTRACT.

SECTION K: SPECIAL TERMS AND CONDITIONS

The bid is issued in accordance with the provisions of the Public Finance Management Act (PFMA), Chapter 16 A of the Treasury Regulations and shall be subject to the provisions of the General Conditions of Contract. 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 bid 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. The short listed bidders shall be subjected to the security clearance process. Only successful service provider(s) who are cleared during security clearance process shall be considered for appointment.
- 1.1.3 Bidders shall be notified of the decision of the Bid Adjudication Committee.
- 1.1.4 The contract shall be concluded between Health Department (Edumbe CHC) and the successful service provider(s).
- 1.1.5 The Department reserves the right to award the bids: - to one or more service providers; in whole or partially or not to award the bid at all.
- 1.1.6. 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.

- 1.1.7 Department of Health will enter into Service Level Agreement(s) with the successful bidder(s).
- 1.1.8 Bidders must comply with safety regulations at all times during operations.
- 1.1.9 75 % of the workforce must be recruited from the Abaqulusi District Municipality
- 1.1.10 The bidder must submit financial capability to ensure that they will be able to execute and sustain the contract for its duration.

1.1.1 Due to the high volume of bids normally received at the closing date and time and due to Covid 19 precautions, it is not possible for the Department to perform the public opening of bids and reading out prices offered at the closing of the bid. However, the bid opening register will be published on the Department of Health's website or copies can be requested from the SCM Section

1.2. AWARD OF BID (S)

- 1.2.1. Notification of the intention to award of bid shall be in the same media that the bid was advertised.
- 1.2.2. A bidder who feels aggrieved by a decision of the Departmental Bid Adjudication Committee may appeal to the Bid Appeals Tribunal in the prescribed manner. Bidders are to note that if they feel aggrieved, appeals must be lodged in respect of that specific institution.
- 1.2.3. After all appeals, should they be lodged, have been dealt with by the Bid Appeals Tribunal, the successful bidder (s) shall be notified in writing by a duly authorised official of the Department of Health, Central Supply Chain Management Unit. A formal contract will then be entered into by both parties.

1.3. B-BBEE STATUS LEVEL

- 1.3.1. 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.

1.4. CERTIFICATE OF COMPLIANCE

- 1.4.1. 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.
- 1.4.2. 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.
- 1.4.3. 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.

- 1.4.4. 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.
- 1.4.5. Any specification/s and conformity testing will be for the account of the prospective bidder.
- 1.4.6. 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.

1.5. COMPLIANCE WITH SPECIFICATION

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

1.6. DETAILS OF CURRENT CONTRACTS HELD BY THE BIDDER

Complete applicable returnable schedule (Annexure A), hereunder.

- 1.6.1. Details of current contracts held by the bidder relating to the nature of goods and services mentioned in this bid.
- 1.6.2. **The bidder must provide client reference letters on a client letterhead furnishing the following details of the contracts.**
- i. **Date of commencement of contract/s;**
 - ii. **Expiry date/s;**
 - iii. **Value per contract;**
 - iv. **Contract details such as with whom held, details of the contract, phone number, facsimile number, email address and physical and postal address/es of the entity; and**
 - v. **A summary of the functions/activities that were performed as part of the contract.**
 - vi. **An indication whether the services rendered during the entire contract period were satisfactory and conforming to specifications**

1.7. EMPLOYMENT OF MEMBERS OF THE LOCAL COMMUNITY

- 1.7.1. In its evaluation process, the Bid Evaluation Committee shall take into consideration whether the bidder will employ members of the local community or Municipality. **Bidders must state in their bid whether members of the Local community or Municipality will be employed to carry out the services at the Institution.** Employees of the Contractor, for the purposes of the contract, must be South African citizens.

1.8. INFORMATION REQUIRED FROM BIDDER (please mark as Annexure D)

- 1.8.1. Bidders must provide the following particulars about themselves as part of the bid:

- | | | |
|---|---|--|
| <p>a) Where they have their Headquarters.</p> <p>b) Where they have their Regional Offices.</p> | } | <p>Details to be supplied
On company's
Letterhead.</p> |
|---|---|--|

1.9. LATE BIDS

- 1.9.1. Bids are late if they are received at the address indicated in the bid documents after the closing date and time.

- 1.9.2. A late bid shall not be considered and, where practical, shall be returned unopened to the Bidder, accompanied by an explanation.

1.10. MORE THAN ONE OFFER/ COUNTER OFFERS

- 1.10.1. 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.
- 1.10.2. 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.

1.11. ONLY ONE OFFER RECEIVED

- 1.11.1. 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.

1.12. REGISTRATION ON THE CENTRAL SUPPLIER DATABASE (CSD)

- 1.12.1. 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.
- 1.12.2. 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.

1.13. SITE INSPECTION

- 1.13.1. Site Inspections and a Briefing will be conducted at the Vryheid Hospital.

1.14. TAX COMPLIANCE REQUIREMENTS

- 1.14.1. Bidders must ensure compliance with their tax obligations.
- 1.14.2. 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.

1.15. TRUST, CONSORTIUM OR JOINT VENTURE

- 1.15.1. In terms of the Preferential Procurement Policy Framework Act and Regulations, as amended, a Trust, Consortium or Joint Venture must submit a consolidated Status Level Verification Certificate for every separate bid.

- 1.15.2. A separate B-BBEE Certificate must be submitted by each company participating in the Trust, Consortium or Joint Venture.
- 1.15.3. The non-submission of a B-BBEE Certificate by a Trust, Consortium or Joint Venture will result in zero (0) preference points being allocated for evaluation purposes.
- 1.15.4. Should this bid be submitted by a Joint Venture, the Joint Venture agreement must accompany the bid document.
- 1.15.5. The Joint Venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.
- 1.15.6. The Joint Venture/Consortium must submit a formal agreement that outlines the roles and responsibilities of each member of the Joint Venture/ Consortium, nomination of an authorised person to represent the Joint Venture or Consortium in all matters relating to this bid and the details of the bank account for payments to be effected.
- 1.15.7. No award will be made to a Trust/ Joint Venture/ Consortium that is not tax compliant at the finalisation of the award.
- 1.15.8. For verification purposes, each party must submit separate proof of TCS/ PIN / CSD number.

1.16. VALIDITY PERIOD OF BID AND EXTENSION THEREOF

- 1.16.1. The validity (binding) period for the bid will be **120 days** from close of bid.
- 1.16.2. 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.

1.17 PREQUALIFICATION CRITERIA

- 1.17.1 The Department of Health has identified the application of the following prequalification criteria:
"only one or more of the following tenderers may respond :a) a tenderer who has a minimum B- BBEE status level of contribution 1 -4

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 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 garden 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 6.1, 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 not 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 work must be conducted immediately after the garden services had been rendered and by Operational Manager of the Facility/ a nominated supervisory staff at the facility.
- 2.6.2. Clinics must arrange monthly meetings with the service provider that coincides with the scheduled visit dates for work and to discuss the performance and compliance on the contract. Vryheid Hospital will schedule monthly meetings with the contractor to discuss the performance and compliance on the contract.
- 2.6.3. The responsible personnel at Vryheid Hospital, 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. GARDEN EQUIPMENT, MATERIA, UNIFORM AND PPE

- 2.7.1. The contractor to provide the appropriate garden equipment, machinery and tools to perform the work.
- 2.7.2. All equipment, machinery and tools to be in safe and good working condition and (if electrical) to comply to electrical requirements

2.8. 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 garden service provided in terms of this agreement and shall exercise personal supervision. Supervisor must have at least 1 year supervision experience in garden 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.

2.9. 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.

- 2.9.2 Training shall be provided to the Contractor's personnel before the commencement date to ensure that the personnel will immediately be qualified to perform their services to the level of professional efficiency required by the Department.

2.10. DAMAGE

- 2.10.1. 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 and Head Office Security Services within 24 hours.

2.11. DEPARTMENT OF HEALTH KWAZULU-NATAL EQUIPMENT AND PROPERTY

The Contractor will be not be allowed to use the above parties' equipment, aids and/or property, for purposes of compliance with the contract.

2.12. DISCIPLINARY MEASURES

- 2.12.1 Garden 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 garden personnel provided by the security 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 officer with a suitably trained security officer.
- 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.

2.13. 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.

2.14. GARDEN SERVICE SCHEDULE

- 2.14.1. The Garden Service Schedule serves to identify/clarify the days and times that facilities will be cleaned by the garden service provider. It specifies the number of staff that will be on site and may also be broken down into specific areas of the facility were services will be rendered (as may be the case in large facilities)
- 2.14.2. The Schedule should be compiled per calendar month. The Schedule for the ensuing month should be distributed to the facility management before or on the last working day of every month

2.15. EQUAL BIDS

- 2.15.1 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.
- 2.15.2 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.
- 2.15.3 If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

2.16. FIRM PRICES AND ESCALATIONS

- 2.16.1. This bid requires that all bid prices offered are firm for the first year of the contract. If a non-firm price is offered, the bidder shall be disqualified for not complying with the conditions of the bid.
- 2.16.2. In respect of rates of exchange, it is mandatory that bidders take forward cover upon award of the contract, for the contract period, with a recognized Financial Institution. Proof of this forward cover must be submitted to the contract management unit upon signing of the contract. Therefore, a price adjustment in respect of a rate of exchange claim will not be considered.

2.16.3. The prices must be firm for the first year of the contract period. Prices shall escalate as per the statutory rates prescribed through wage legislations

2.16.4. Where, however, in exceptional circumstances, a claim is submitted, the Department reserves the right to request any further information that may justify the claim and has the discretion to consider the claim, or not, and approve the claim, subject to availability of budget and within a reasonable range.

2.17. GENERAL

2.17.1 The Contractor shall render a garden 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

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

2.17.2 Should there be any change during the course of the contract in the minimum wage scales of employees of the Contractor as a result of a statutory wage determination; the Contractor shall be entitled to amend the compensation subject to the satisfaction and approval of the KwaZulu-Natal: Department of Health.

SUCH APPLICATION MUST BE MADE TO THE CEO: EDUMBE CHC

The following documentary proof of the price adjustment and the effect thereof on the contract price shall be submitted by the Contractor, together with his/her claim.

(i) Notice of the amendment of the National Minimum Wage Act no 9 of 2018 as published in the Government Gazette

2.17.3 The Contractor must arrange for adequate supervision of his/her employees by appointing a daily site supervisor so as to ensure that all services are rendered efficiently and to the entire satisfaction of the Centre.

2.17.4 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.

2.17.5 The Institution shall represent the Head: Department of Health, KwaZulu-Natal.

2.17.6 Once a month the Managing Director/Owner of the company shall have formal discussions with Vryheid Hospital. Minutes of the meeting shall be kept by the hospital for record purposes (building a case history on the contract). Minutes of the meeting must be signed by both parties.

2.17.7 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.

2.17.8 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.

2.17.9 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.

- 2.17.10 No personnel provided by the Contractor shall, comment to the press or any other public communications media upon the business of Departments.
- 2.17.11 The Contractor shall notify the Department in writing of any change of address and change of ownership within five (5) days thereof.
- 2.17.12 The Contractor shall provide the Department with daily posting sheets immediately when required by the Department.
- 2.17.13 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.
- 2.17.14 The Contractor shall be responsible for all costs incurred in the transport, deployment and posting of such personnel.
- 2.17.15 Training, vetting, criminal checks, issuing of uniform and equipment, issuing of Contractor's ID cards, standing operating procedures, must be completed before commencement of the contract.

2.18. INDEMNITY

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 garden 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.

2.19. INTIMIDATION

- 2.19.1 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.
- 2.19.2 Such action shall result in an immediate investigation instituted against the personnel involved.
- 2.19.3 The Contractor shall forthwith notify the Department, in writing, of any form of intimidation which their personnel may be subjected to.

2.20. INSTRUCTIONS TO THE CONTRACTOR

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

2.21. INVOICES

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

2.22. IRREGULARITIES

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

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

2.27.2.3 All provincial ordinances and Local Authority by-laws and all relevant regulations promulgated there under having an effect on the business of the security personnel provided in terms of this contract.

2.27.2.4 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

2.27.2.5 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 garden 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 garden 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 garden 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 garden 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 garden 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 garden services.
- 2.28.7 The Service Provider will not be allowed to render any garden 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 gardening 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 garden personnel in the circumstances in which they are employed and made available by the Service Provider for the rendering of garden 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.

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.
- 2.31.6 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

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

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 3 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 garden 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 legislated wage determination. 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 garden personnel provided or as a result of the security 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 and Head Office Security Services. .

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.

- 2.40.3 Salient details of all incidents occurring on the Department's premises shall be recorded in the occurrence book immediately and the Department must be informed. The pages of the occurrence book shall be numbered consecutively by the Contractor and no person shall remove any pages for any reason whatsoever.

2.41. SPECIAL REQUIREMENTS

- 2.41.1 The service provider must ensure the maintenance of equipment; provide records to the Institution Management and Systems management.

2.42 STAFF EQUIPMENT

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:

- 2.42.1 A neat and clearly identifiable uniform from the Contractor.
- 2.42.2 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.
- 2.42.3 The required safety equipment and PPE whilst working with machinery.

2.43 STANDARDS

- 2.43.2 A bidder profile document must have the following documents/information attached:

- i) Detailed list of current or active contracts (start and end dates and contract value)
- ii) 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 supplies delivered or services executed. Such information must be submitted to the Edumbe CHC:SCM

- (i) Name of institution
- (ii) Orders received – order number & catalogue number & quantity delivered.

(iii) Price

2.44.2 Historical value and volume reports may be requested by the Edumbe CHC, Supply Chain Management, during the term of the contract for the following:

a) SUPPLIER MEASURES

- Delivery period adherence
- Quality adherence

b) END USER MEASURES

- On time payment
- Rand value of invoices not paid on time
- Actual quantities ordered vs. estimated quantities forecasted
- On time order placement

2.44.3 This information will be submitted at the expense of the contractor.

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 not a 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 chemicals 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. Training must be conducted annually.

2.46.9. 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.

SECTION M: PRICING SCHEDULE FOR MONTHLY GARDENING SERVICES AT VRYHEID HOSPITAL AND OFFICIAL RESIDENCES, MASON CLINIC, HLOBANE CLINIC, VUMANI CLINIC, FUDUKA CLINIC, SILOHA CLINIC AND THEMBUMUSA CLINIC. SIX (6) MONTH PERIOD CONTRACT.

Name of bidder.....	Bid number:
Closing Time 11:00	Closing Date:

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

DESCRIPTION: MONTHLY GARDENING SERVICES AT VRYHEID HOSPITAL AND OFFICIAL RESIDENCES, MASON CLINIC, HLOBANE CLINIC, VUMANI CLINIC, FUDUKA CLINIC, SILOHA CLINIC AND THEMBUMUSA CLINIC. 6 MONTH PERIOD CONTRACT.

NO	FACILITY NAME	MONTHLY PRICE	VAT(if VAT Vendor)	MONTHLY TOTAL PRICE
1	-VRYHEID HOSPITAL -222 SMALL STREET -70 COMMISSIONER STREET -MIMOSA FLATS	R	R	R
2	MASON CLINIC	R	R	R
3	HLOBANE CLINIC	R	R	R
4	VUMANI CLINIC	R	R	R
5	FUDUKA CLINIC	R	R	R
6	SILOHA CLINIC	R	R	R
7	THEMBUMUSA CLINIC	R	R	R

TOTAL COST OF CONTRACT FOR A 6 MONTH PERIOD	R
--	---

TOTAL NUMBER OF PERSONNEL EMPLOYED ON CONTRACT	COST OF LABOUR	OVERHEADS AND OTHER COSTS	VAT @ 15% (if VAT Vendor)	TOTAL PRICE
	R	R	R	R

.....
(Signature of Bidder)

.....
Date

.....
(Signature of Witness) , Date

NB: Service providers to comply with Minimum Wage requirements. Failure to comply will result in your bid being disqualified.

SECTION N: TERMS OF REFERENCE FOR MONTHLY GARDENING SERVICES AT VRYHEID HOSPITAL AND OFFICIAL RESIDENCES, MASON CLINIC, HLOBANE CLINIC, VUMANI CLINIC, FUDUKA CLINIC, SILOHA CLINIC AND THEMBUMUSA CLINIC. 6 MONTH PERIOD CONTRACT.

The KwaZulu-Natal Department of Health is inviting interested Service Providers for gardens service contract for a period of 12 months. The Department of Health is applying the following Legal Prescripts to give effect to the KwaZulu-Natal Provincial Administration's Targeted Procurement Strategy.

No.	Legal Prescript	Relevant Findings
1.	The Constitution of the Republic of South Africa, 1996. <u>S217(1)</u>	The Constitution prescribes that when all organs of state contract for goods and services , they must do so in accordance with a system that is fair, equitable, transparent, competitive and cost-effective .
2.	The Constitution of the Republic of South Africa, 1996. <u>S217(2)</u>	This Subsection indicates that Section 217(1) does not prevent the organs of state from implementing a procurement policy providing for: ✓ Categories of preference in the allocation of contracts ; and ✓ The protection or advancement of persons, or categories of persons, disadvantaged by unfair discrimination.
3.	Preferential Procurement Regulations, 1 April 2017 in terms of Section 5 of the Preferential Procurement Policy Framework Act ("PPPFA") <u>Regulation 4</u>	Regulation 4 provides that: 1. If an organ of state decides to apply pre-qualifying criteria to advance certain designated groups , that organ of state must advertise the tender with a specific tendering condition that only one or more of the following tenderers may respond : a) a tenderer having a stipulated minimum B-BBEE status level of contributor; b) an EME or QSE; c) a tenderer subcontracting a minimum of 30% to: i. an EME or QSE which is at least 51% owned by black people; ii. an EME or QSE which is at least 51% owned by black people who are youth; iii. an EME or QSE which is at least 51% owned by black people who are women; iv. an EME or QSE which is at least 51% owned by black people with disabilities; v. an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships; vi. a cooperative which is at least 51% owned by black people; vii. an EME or QSE which is at least 51% owned by black people who are military veterans; viii. (viii) an EME or QSE. 2. A tender that fails to meet any pre-qualifying criteria stipulated in the tender documents is an unacceptable tender.
4.	Preferential Procurement Regulations, 1 April 2017 in terms of Section 5 of the Preferential Procurement Policy Framework Act ("PPPFA") <u>Regulation 8</u>	(1) The Department of Trade and Industry may, in consultation with the National Treasury (a) designate a sector, sub-sector or industry or product in accordance with national development and industrial policies for local production and content , where only locally produced services or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content, taking into account economic and other relevant factors.

No.	Legal Prescript	Relevant Findings
5.	Preferential Procurement Regulations, 1 April 2017 in terms of Section 5 of the Preferential Procurement Policy Framework Act ("PPPFA") Regulation 9	This regulation authorises organs of state to prescribe a condition in the tender advertisement requiring a successful bidder to subcontract a minimum of 30% of the value of its bid to certain designated groups indicated in Regulation 4.

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. B-BBBEE STATUS - MINIMUM LEVEL 1 TO 4	100%

The successful Service Providers must also target 75% of employees from the local community where the institution is situated. It is a requirement, where possible, that members of the local community be employed to carry out the services at the premises. Employees of the Service Provider, for the purposes of the contract, must be South African citizens. The Department will request quarterly reports to measure the achievement of local empowerment.

SPECIFICATION

SECTION N: MONTHLY GARDENING SERVICES AT VRYHEID HOSPITAL AND OFFICIAL RESIDENCE, MASON CLINIC, HLOBANE CLINIC, VUMANI CLINIC, FUDUKA CLINIC, SILOHA CLINIC, THEMBUMUSA CLINIC. 6 MONTH PERIOD CONTRACT.

1. **LAWNS**
 - a) Lawns to be kept free of weeds.
 - b) Lawns/grass patches to be cut 3 x monthly during the summer months
 - c) Lawns/grass patches to be cut 2 x monthly during the winter months
 - d) Lawns/ grass patches to be weeded once a month .Weeds to be dug out by their roots prior to the mowing of the grass.
 - e) Lawns to be kept at a length as stipulated by the Institutional Management
 - f) A spade or similar instrument may be used when edging lawns
 - g) The planting of additional grass will not form part of this contract. It must first be discussed with Contact Person at the Centre and if necessary, a separate order will be issued for the planting of grass.
2. **FLOWERS BEDS AND SHRUBS**
 - a) These are to be kept free of weeds, grass and litter.
 - b) Borders to be trimmed and kept neat.
 - c) Soil must not be mounded around shrubs
 - d) Flower/shrub beds to be turned twice a month
 - e) The planting of flowers and shrubs will not form part of this contract. It must first be discussed with Contact Person at the Centre and if necessary, a separate order will be issued for the planting of flowers and shrubs
3. **TREES**
 - a) To be kept neat and all old or dead branches to be removed
 - b) All areas surrounding the trees to be kept free of leave
 - c) Branches where they constitute a danger to the public/ department staff must be trimmed and kept above eye level
 - d) Branches hanging over gutters and roofs to be cut
 - e) Pruning of trees as requested by institutional management
4. **HEDGES:**
 - a) To be kept cut at a uniform height. All sides to be uniform/square
5. **VERGES:**
 - a) All verges surrounding the institutions property
 - b) Trimming of weeds/grass 1 meter outside and beyond the perimeter fence
6. **VELD/VACANT LAND/EXTERNAL LAND**
 - a) These areas are to be kept neat
 - b) Wild grass to be kept short and free of refuse and litter
 - c) Cutting of external land along perimeter fence, 2m outward from the fence
7. **CONCRETE, TARRED, PAVED AREAS, PARKING SHELTERS/GARAGES**
 - a) To be kept clean by sweeping and clearing after garden services has been completed.
 - b) To be kept free of weeds, grass and small trees by means of spraying with suitable weed killer. Weed killer to sprayed as and when required.
 - c) To be kept free of accumulated sand and moss build up

N.B Any poison used must not be harmful to the soil, bird life, insect life and not kill off the existing grass

8. GULLEYS, DRAINS AND CHANNELS

- a) There are to be kept clean, free of leaves, grass and general litter

N.B No personnel shall be allowed to walk on roofs

- b) All garden refuse to be removed from site after the garden services has been completed.
c) During the relevant dormant or low growth period, all areas are to be kept free of leaves and to be raked during the Autumn/Winter seasons.
d) During the course of the contract, the Contractor is to allow for the poisoning of all weeds and foreign grasses as and when required or when weed growth is visible. Only the growth of recognised grasses is to be encouraged. The Contractor is to supply all the necessary poisons
N.B Any poison used must not be harmful to the soil, bird life, insect life and not to kill off the existing grasses.
e) *Natural, ecologically friendly methods to manage alien plants and weeds can be introduced, subject to consultation with the Institutional Management*

9. HOURS OF ATTENDANCE

- a) Staff employed for the purposes of the contract will be allowed on the site Monday to Friday, between the hours 07h00 -16h30
b) The Contractor to sign the contractors register on arrival and departure at the facility
c) Any deviation from the hours of attendance must be authorised by the Operational Manager

10. SIGNAGE

- a) Relevant signage to be conspicuously displayed forewarning persons within the institution or in the immediate vicinity of the area of work of any possible dangers during the gardening process.

11. ELECTRICAL SAFETY STANDARDS

- a) Electrical equipment, electrical accessories and the use thereof should conform to electrical safety standards and not pose a danger or hazard.

12. PROTECTIVE UNIFORMS

- a) The staff employed shall wear protective uniforms and protective gear at all times whilst performing their duties

13. EQUIPMENT AND STAFFING

- a) The contractor to ensure the availability of suitable and adequate number of equipment on site and that which is sufficient for the staff deployed at the site to perform their work
b) The contractor will be carefully monitored on the minimal amount of equipment available on the site and the minimal number of staff required to perform the service.

14. DAMAGES TO STATE PROPERTY

The contractor will be liable for any damages to state property arising out of his/her and employees negligence during the pursuance of this contract.

15. DISPOSAL OF GARDEN REFUSE

15.1 All garden refuse to be removed and disposed of in the Municipal Garden Refuse Site or Municipal Waste Site (Urban areas) or authorised identified area (Rural Areas), Disposal should comply with all environmental prescripts of the area and not degrade the environment.

15.2 Disposal by creating compost is acceptable.

16. SITE ADDRESSES FOR THE CONTRACT

- 16.1 Vryheid District Hospital, Coswald Brown Street, Vryheid
16.2 State Residence 1: 222 Small Street
16.3 State Residence 2: 70 Commissioner Street
16.4 State Residence 3: Mimosa Flats, Corner of Deputasie and Bletcher Street
16.2 Mason Clinic, Mason Street, Vryheid
16.3 Hlobane Clinic

- 16.4 Vumani Clinic
- 16.5 Fuduka Clinic
- 16.6 Siloha Clinic
- 16.7 Thembumusa Clinic

SECTION O: EVALUATION CRITERIA

Evaluation will be based on the following:

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

Phase 1: 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	COMPULSORY (YES / NO) FOR BID EVALUATION PURPOSES	FOR OFFICIAL USE ONLY		
				YES	NO	N/A
Prospective Bidders MUST ensure that the following Sections of the bid document MUST be completed in ALL respects to qualify for the next stage of evaluation:						
1	Section A: Invitation to Bid	Yes	Yes			
2	Section B: Special Instructions	Yes	Yes			
3	Section C: Authority to Sign the Bid	Yes	Yes			
4	Section D: Declaration of Interest	Yes	Yes			
5	Section E: Declaration of Bidder's Past SCM Practices	Yes	Yes			
6	Section F: Declaration that CSD is Updated with Latest Bidder's Details	Yes	Yes			
7	Section G: Preference Points Claimed	Yes	Yes			
8	Section H: Certificate of Independent Bid Determination	Yes	Yes			
9	Section I: Record of Amendments to Bid Documents	Yes	Yes			
10	Section J: General Conditions of Contract	Yes	Yes			
11	Section K: Special Terms and Conditions	Yes	Yes			
12	Section L: Compulsory Site Visit	Yes	Yes			
13	Section M: Pricing Schedule	Yes	Yes			
Prospective Bidders MUST provide the following as per the Mandatory Requirements:						
1	Proof of ownership of the bidding entity.	Yes	Yes			
2	Resolution providing Authority to sign the Bid and Contract Documents on behalf of the Bidder.	Yes	Yes			
3	A certified copy of the Consortium/ Joint Venture/ Partnership agreement.	Yes If Applicable	Yes If Applicable			
4	A Status Level Verification Certificate/Sworn	Yes	Yes			

NO.	SECTION/ SCHEDULE	COMPULSORY (YES / NO) NON- SUBMISSION WILL RENDER BIDDERS NON- RESPONSIVE	COMPULSORY (YES / NO) FOR BID EVALUATION PURPOSES	FOR OFFICIAL USE ONLY		
				YES	NO	N/A
	Affidavit (For EMEs& QSEs) must be Submitted in order to qualify for Preference Points For.					
5	Proof of CSD/ Tax Compliance (TCS Pin/ Valid Tax Clearance certificate/ Valid certificate).	Yes	Yes			
6	Valid Certified copy of Registration certificate with Bargaining Council	Yes	Yes			
*7	Certified copy of valid Public Liability Insurance Policy Certificate, letter of intent or quotation from insurance companies	Yes	Yes (Phase 3)			
8	Certified Copy of valid Unemployment Insurance Fund Registration Certificate.	Yes	Yes			
9	Signed Letter of undertaking confirming firm arrangement of chemical supply. Not older than 3 months.	N/A	N/A			
10	Valid SABS/SANS certificates in respect of chemicals to be supplied.	N/A	N/A			
11	Letter of Good Standing with Department of Labour	Yes	Yes			
*12	Utility Bill / Letter from a ward Councillor	Yes	Yes (Phase 3)			
*13	Inventory of Garden Machinery & Equipment	Yes	Yes (Phase 3)			
*14	Reference Letters for satisfactory work	Yes	Yes (Phase 3)			

Phase 2: Prequalification 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. B-BBEE STATUS - MINIMUM LEVEL 1 TO 4	100%

Phase 3: Functionality

NO.	EVALUATION CRITERIA
1.	YEARS OF EXPERIENCE IN THE PROVISION OF SERVICES DETERMINED BY SATISFACTORY PERFORMANCE : Five years or more Between Three(3) and Four (4) Years Between Two (2) and Three (3) Years Less than One(1) Year to One (1) Year and
2.	VERIFIABLE PROOF OF LOCALITY (Municipal Councillor): Within Abaqulusi Local Municipality Within Zululand District Municipality Outside of District Municipality but within KwaZulu-Natal
3.	SUBMISSION OF INVENTORY OF GARDETS: Submitted
4.	LIABILITY INSURANCE Submitted
TOTAL WEIGHT AND POINTS	
MINIMUM PASSING SCORE	

Bidders must score a minimum of not less than 60

Phase 4: Price and Preference Points

The value of this bid is estimated not to exceed or to be less than R 100 million. The 80/20 or 90/10 preference point system shall be applied.

Points for this bid shall be awarded for:

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

The maximum points for this bid are allocated as follows:

CATEGORY
PRICE
STATUS LEVEL OF CONTRIBUTOR
Total points for Price and must not exceed 20

Failure on the part of a bidder to submit proof of Status Level of Contributor shall mean that preference points for Status level of contributor shall be zero.

The department reserves the right to require of a bidder to substantiate any claim in regard to preferences, in any bid.

