



Quotation Advert

Opening Date: 17/07/2024
Closing Date: 26/07/2024
Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: Umzimkhulu Hospital
Province: KwaZulu-Natal
Department of entity: Department of Health
Division or section: Central Supply Chain Management
Place where goods/ **Umzimkhulu Hospital**
Date Submitted: 17/07/2024

ITEM CATEGORY AND DETAILS

Quotation number: ZNQ/UKH 52 /2024-2025
Item Category: Services
Item Description: Pest control services for the period of 12 months
Quantity (if supplies): As per quotation page

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Compulsory Site Meeting
Date: 23/07/2024
Time: 11h00
Venue: Umzimkhulu Hospital open space

QUOTES CAN BE COLLECTED FROM: KZNhealth Website

QUOTES SHOULD BE DELIVERED TO: Umzimkhulu Hospital tender box situated next to Records office

ENQUIRIES REGARDING ADVERT MAY BE DIRECTED TO:

Name: Mr Julian Heslop
Email: ntombifuthi.ngcobo2@kznhealth.gov.za
Contact number: 039 259 0310

Finance Manager: Mrs L.N Ngcobo

Finance Manager Signature 

BIDDER'S DISCLOSURE

1 PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2 BIDDER'S DECLARATION

2.1. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES / NO**

2.1.1. If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

FULL NAME	IDENTITY NUMBER	NAME OF STATE INSTITUTION

2.2. Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution²? **YES / NO**

2.2.1. If so, furnish particulars: _____

2.3. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES / NO**

2.3.1. If so, furnish particulars: _____

3 DECLARATION

I, the undersigned, (name) _____ in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1. I have read and I understand the contents of this disclosure;
- 3.2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 3.4. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6. There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

NAME OF BIDDER	SIGNATURE	POSITION	DATE

¹ The power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

² "Procuring Institution" refers to all institutions under the Accounting Officer of the Department of Health.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

1 Definitions

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10. "Delivery into consignee store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. "GCC" means the General Conditions of Contract.
- 1.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. "Project site," where applicable, means the place indicated in bidding documents.
- 1.21. "Purchaser" means the organization purchasing the goods.
- 1.22. "Republic" means the Republic of South Africa.
- 1.23. "SCC" means the Special Conditions of Contract.
- 1.24. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2 Application

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

3 General

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



4 Standards

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

5 Use of contract documents and information; inspection.

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6 Patent rights

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

7 Performance security

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8 Inspections, tests and analyses

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9 Packing

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

10 Delivery and documents

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

11 Insurance

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

12 Transportation

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

13 Incidental services

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

14 Spare parts

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

15 Warranty

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

16 Payment

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

17 Prices

- 17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18 Contract amendments

- 18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19 Assignment

- 19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20 Subcontracts

- 20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21 Delays in the supplier's performance

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.



- 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22 Penalties**
- 22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23 Termination for default**
- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
- 24 Anti-dumping and countervailing duties and rights**
- 24.1. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
- 25 Force Majeure**
- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26 Termination for insolvency**
- 26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27 Settlement of Disputes**
- 27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

- 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5. Notwithstanding any reference to mediation and/or court proceedings herein,
(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.
- 28 Limitation of liability**
- 28.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29 Governing language**
- 29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30 Applicable law**
- 30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31 Notices**
- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32 Taxes and duties**
- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33 National Industrial Participation (NIP) Programme**
- 33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices**
- 34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

SPECIAL CONDITIONS OF CONTRACT

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 OR CANCELLATION OF THIS QUOTATION.**
- 3.4. The price quoted must include VAT (if VAT vendor).
- 3.5. Should a bidder become a VAT vendor after award or during the implementation of a contract, they may not request the VAT percentage from the Department as the service provider made an offer during the period they were not registered as a VAT vendor. The Department is only liable for any VAT from registered VAT vendors as originally stated on the quotation document.
- 3.6. 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.
- 3.7. 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.
- 3.8. 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.
- 3.9. Offers must comply strictly with the specification.
- 3.10. Only offers that meet or are greater than the specification will be considered.
- 3.11. Late offers will not be considered.
- 3.12. Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.
- 3.13. Used/ second-hand products will not be accepted.
- 3.14. A bidder not registered on the Central Suppliers Database or whose verification has failed will not be considered.
- 3.15. All delivery costs must be included in the quoted price for delivery at the prescribed destination.
- 3.16. 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.
- 3.17. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.18. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered.
- 3.19. Verification will be conducted to identify if bidders have multiple companies and are cover-quoting for this bid.
- 3.20. 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, which does not affect the preference points or price, is incomplete in any respect, the said supplier meets all specification requirements and scores the highest points in terms of preference points and price, 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.



5.6. 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.**

- 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 (i) 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 will not take place.

(ii) Date: 23 / 07 / 2024 Time: 11 : 00 Place: UMZIKHULU HOSPITAL OPEN SPACE

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 points 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
- (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

12.1. The supplier shall indemnify the KZN Department of Health (hereafter known as the purchaser) against all third-party claims of infringement of patent, trademark, or Industrial design rights arising from use of the goods or any part thereof by the purchaser.

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. **THE DEPARTMENT RESERVES THE RIGHT TO PASS OVER ANY QUOTATION WHICH FAILS TO COMPLY WITH THE ABOVE.**

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

- 1.1. The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2. The applicable preference point system for this tender is the 80/20 preference point system.

- 1.3. Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.

1.4. The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals	100

1.5. Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

4. DEFINITIONS

- (a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 \frac{80}{20} & & \frac{90}{10} \\
 P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{OR} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)
 \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender.
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system.
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.
Note to tenderers: The tenderer must indicate how they claim points for each preference point system.

The specific goal/s allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system)
Promotion of Enterprises located in a specific District for work to be done or services to be rendered in that District	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm: _____
- 4.4. Company registration number: _____
- 4.5. TYPE OF COMPANY/ FIRM [tick applicable box]
- Partnership/Joint Venture / Consortium
 - One-person business/sole propriety
 - Close corporation
 - Public Company
 - Personal Liability Company (Pty) Limited
 - Non-Profit Company
 - State Owned Company
- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

_____ SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	_____
DATE:	_____
ADDRESS:	_____



KWAZULU-NATAL PROVINCE

HEALTH
REPUBLIC OF SOUTH AFRICA

**SPECIFICATION FOR PEST CONTROL SERVICES FOR UMZIMKHULU
PSYCHIATRIC HOSPITAL**

CONTACT PERSON:

Mr P.O MASONDO

QUALITY ASSURANCE / INFECTION PREVENTION AND CONTROL

Tel: 039 25 90 310

Phaphama.Masondo@kznhealth.gov.za

(i) DEFINITIONS

“Bioaccumulation” means a process in which a chemical substance is absorbed in an organism by all routes of exposure as occurs in the natural environment, e.g., dietary or ambient environment sources. Bioaccumulation is the net result of competing processes of chemical uptake into the organism at the respiratory surface and from the diet and chemical elimination from the organism including respiratory exchange, fecal egestion, metabolic biotransformation of the parent compound and growth dilution.

“Calibration” the process of measuring and adjusting the amount of pesticide your equipment applies or delivers to a specific area. Calibration is to ensure that the equipment is applying correct amount of material uniformly over a given area.

“Carcinogenic” means a chemical is capable of increasing the incidence of malignant tumors, reducing their latency, or increasing their severity or multiplicity.

“Crack and crevice application” means the placement of small amounts of pesticide into cracks and crevices in building, such as long baseboards and cabinets, where insects or other pests commonly hide or enter a structure.

“Directed-spray application” specifically targeting pests to minimize pesticide contact with non-target plants and animals.

“Barrier treatment” is usually considered the application of pesticides to thresholds and other entrances, and the soil adjacent to the foundation. A barrier treatment with residual sprays, dust, or granules may be beneficial in controlling outdoor pest that may become invaders or nuisances when populations build up.

“Integrated Pest Management (IPM)” is an effective and environmentally sensitive approach to pest management that discourage the development of pest populations through the suppression and prevention of pests by improved building hygiene, structural repair or maintenance, pest barriers, improved landscape, biological controls, habitat manipulation, use of resistant plant varieties and judicious limited use of synthetic pesticides to reduce or minimise the risk to human and environment.

“Integrated Vector Management (IVM)” means the rational decision-making process for the optimal use of resources for disease vector control. It aims to improve efficacy, cost-effectiveness, ecological soundness and sustainability of disease vector control interventions for control of vector-borne diseases.

“Mutagenic” means agents that induce permanent, transmissible changes in the amount, chemical properties, or structure of the genetic material. These changes may involve a single gene or gene segment, a block of genes, parts of chromosomes.

“Pest” is any form of a plant or animal life or any pathogenic organism that is injurious or potentially injurious to plant, plant products, property, environment or people.

“Pest control operator” means a person who as, or in the course of, his trade or occupation administers agricultural remedies for the purposes for which they are intended.

“Pest infestation” means the multiple sighting of or the presence of pests (e.g. insects, rodents, birds, etc.) number of quantities large enough to be harmful, threatening, or obnoxious.

“Pest thresholds” means tolerance thresholds of specific pest per location. The thresholds shall be determined through:

- Injury threshold which shall mean the point at which an injury begins or is initially noticed;
- Action threshold means the point at which an action is required to prevent a pest population from causing anaesthetic, functional or economic damage;
- Damage threshold means the level where unacceptable damages are already occurring.

“**Persistence**” means the length of time the chemical can exist in the environment before being destroyed (i.e., Transformed) by natural processes

“**Respiratory protective equipment**” means a devise which is worn over at least the mouth and nose to prevent the inhalation of airborne hazardous chemical substances and which is of a type, or conforms to SABS.

“**Spot treatment**” is application to limited areas on which insects are likely to walk but will not be in contact with food, utensils, or by workers. Such areas may occur on floors, walls, and the bases or undersides of equipment. Specifically targets the pest to minimise pesticides contact with non-target plants and animals. Spot treatments should not exceed 2 square meters.

“**Vector (epidemiology)**” an agent that carries and transmits an infectious pathogen into another living organism; a disease vector.

(ii) STATUTES RELATING TO PEST CONTROL:

- The Constitution of the Republic of South Africa, (Act 108 of 1996).
- National Health Act, (Act 61 of 2003).
- National Environmental Management Act, (Act 107 of 1998).
- Occupational Safety Act, (Act 85 of 1993) and its regulations
- The Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993)
- National Water Act, (Act 36 of 1998).
- The Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act No. 36 of 1947) and it regulations
- Foodstuffs, Cosmetics and Disinfectants (Act 54 of 197 and its regulations
- Hazardous Substances Act (ACT 15 OF 1973).
- Respective and applicable Municipal By-Laws.
- The following South African National Standards (SANS);
 - **SANS 10133:1997** (The application of pesticides in food environments)
 - **SANS 10049:2012** (Food safety management requirements for prerequisite programmes)
 - **SANS 10206 (2010)** (The handling, storage and disposal of pesticides)

(iii) OUTLINE OF SERVICE REQUIREMENTS

The successful service provider is expected to provide a service that manages different types of pests, e.g.

- (a) Rodents
- (b) Cockroaches
- (c) Crawling insects
- (d) Flying insects
- (e) Fleas
- (f) Bird control, and
- (g) All other vermin.

(iv) DESCRIPTION OF SERVICES

Bird (Ice treatment and bird proofing):

- Removal of birds nest;
- Preventative measures should be taken to prevent birds from nesting;
- Fumigation should take place when nest is found and 10 days thereafter to tackle previously unhatched mites; and
- Bird proofing should be done twice annually on all buildings.

Crawling insect treatment:

- Preventative measures should be taken to prevent insect from re-nesting; and
- Spray with South African Bureau of standard approved organic remedy.

Rodent Bait Stations:

- Bait station should be placed on the interior and exterior and parking lots of the building; and
- Service and maintenance on these should be performed on a monthly basis.

Flying insects' treatment and control (including bees and wasps):

- Organic preventative measures should be taken to prevent bees and wasps from nesting again.

Crawling Insects

- Preventative measures should be taken to prevent crawling insects from nesting.

Cockroaches

- Preventative measures should be taken to prevent cockroaches from nesting.

Fleas

- Preventative measures should be taken to eliminate fleas.

Bird proofing

- Remove bird infestations and clean bird contamination;
- Ensure that pigeon perching is not visible;
- Removal of pigeons from returning; and
- Clean and disinfect the building.

Identification

- Identify all the trouble spots and make proper intervention to resolve. Service reports to be handed to the Client.
- Identification to be conducted within the acceptable environmental requirements and controls.

Table 1: Schedule of service

Schedule of services	
Description of services: inspect, treat, prevent and control	Frequency
Cockroaches treatment	Monthly
Bird lice treatment	Monthly
Crawling insect	Monthly
Flying insects	Monthly
Fleas	Monthly
Bird proof netting	Monthly
identification	Every Six Monthly

(v) Scope of Supply

UMzimkhulu Psychiatric Hospital seeks to appoint an accredited, registered and competent service provider with the requisite skills and experience in the area of pest control service and hygiene services on the specified time basis for a period of **12 months**. The service provider must be prepared to provide cost effective service while maximising the quality and the level of service. Introduce process efficiencies in pest control service through high-level customer service.

The service provider shall be responsible for the management, inspections, prevention, and treatment of all hospital complex including wards or consultation rooms; kitchen; laundry; admin offices; service entrances including security; archives; nursing homes; workshops and stores; ablution facilities; waste storage areas; all service areas above ground and below ground such as air ducts, sewer systems, and storm water services; parking facilities areas and perimeter fences for:

- **Insects and other arthropods:** which shall include flies, ants, moths, yellow jacket and other arthropod pest not specifically excluded from the contract;
- **Stinging insects,** which shall include fleas, bedbugs, dust mites, wasps, bees, mosquitoes, The Service provider shall remove nest of stinging insects within the property boundaries of specified buildings.
- **Mice and rats:** These include rats, mice found inside, and outside buildings. Pick-up and proper disposal of dead vertebrates is also included in this scope of work;
- **Birds, bats, snakes** and all other vertebrates not listed above;
- **Reduce pest problem hotspot** with the goal of solving structural and hygiene challenges so that facilities currently requiring a monthly service can reduce their service needs to on-call service only.
- **Weed control**
- **Termites control**

The service provider shall furnish all supervision, labour, materials, skills or training, and equipment necessary to evaluate, monitor, and provide Integrated Pest Management services. **The Service Provider should first strive to use non- chemical controls such as trapping and pest proofing, followed by chemical methods fail.**

1. BID Conditions

1. Control pest while minimizing human exposure, secondary poisoning to non-target animals and pesticide-related water pollution by adhering to the following conditions:

1.1. The following products may/shall not be used for pest control:

- 1.1.1. Products that bear the signal or hazard statement "TOXIC or VERY TOXIC" must be used through the authorisation of the Provincial Environmental Health Manager;
- 1.1.2. Products that are carcinogenic, mutagenic, neurotoxic or have reproductive toxicity, persistence with bioaccumulation potential shall not be used;
- 1.1.3. Banned Substances shall not be used;
- 1.1.4. Agricultural remedies products not registered in terms of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies act, 1947 (Act No. 36 of 1947) shall not be applied at the Health Facilities.

Failure to comply with the above item 1.1 shall constitute a service failure.

1.2. Containerised baits are preferred method for ant control;

1.3. Use of environmentally friendly pesticides such as insecticidal soaps, plant based products such as pyrethrins, mint oil, rosemary, silica-gel dust, etc. Use digital traps, sensors, devices and cameras that may not cause fatalities, contamination of the watercourses, affect patient's visitors and staff. Caulk or foam sealant for crevices around doors, windows and vents. Fitting insect screens around doors and vents, self-enclosing door devices, etc.

The identified alternative products must:

- 1.3.1. Meet the performance requirement
- 1.3.2. Be in sufficient amount to meet the demand
- 1.3.3. Pose a lesser risk to human health and the environment than the pesticide concern;
Emergency use of registered synthetic pesticides may only be used through the authorisation of the Provincial Manager: Environmental Health. Authorisation may be issued with 48 hours upon request. **Failure to request authorisation shall constitute a service failure.**

1.4. Trapping and exclusion be the primary rodent control methods

- 1.4.1. Traps with zero catches should be frequently moved to new locations to achieve results.
- 1.4.2. Traps should be monitored within 72 hours after placement in areas of high infestation;
- 1.4.3. Traps should be inspected weekly for at least three months and be replaced every two months when their full, lose their stickiness or neds maintenance;
- 1.4.4. Location and trap replacements dates should be recorded and forwarded electronically to facility manager & hospital
- 1.4.5. Once insects or rodents have been identified, they should be identified to determine the threat they pose to collection;

- 1.4.6. Use of electronic rodent stations and infrared surveillance camera monitoring systems where pest activity has a critical impact on day to day operations such as kitchen. This method will assist in determining the presence and accurate location of rodents and designing a proper rodent control strategy;
- 1.5. No Outdoor application of pesticides of any kind will be applied on an impervious surfaces when a 40% or greater chance of rain is forecast within three days unless the pesticides are containerised baits that will not contribute to runoff pollution;
- 1.6. The application of synthetic pesticides will be limited to **barrier, spot and crack and crevice treatment only**. Under no circumstances will the general treatment of walls, ceiling and floors will be allowed. Gel bait should not be visible from the outside. When granular baits are applied, they should be applied in a container that is inaccessible, e.g. held in place on a glue board. **Failure to implement this provision (Item 1.6) shall constitute a service failure.**
- 1.7. Shall perform routine pest control service regulated to one (1) month cycle once the infestation is under control. The service frequency shall be determined and agreed to by the Facility Manager or QA/IPC or EHP and the Service Provider. The service must be performed during normal institutional hours and with the least possible inconvenience to the institutional staff and care users. The Service Provider shall notify the Departmental or Facility representative (Stores, QA/IPC, EHP) in writing at least five (5) days in advance in case of deviations from the agreed service. **Failure to notify the institution in writing within the stipulated time shall constitute a service failure.**
- 1.8. Shall submit to the Delegated Official, a **Pest Control Plan**. Upon receipt of the Pest Control Plan, the Official will render a decision regarding its acceptability. If aspects of the Pest Control Plans are incomplete or disapproved, the service provider shall revise the plan. The service provider shall not resume service until the Pest Control Plan agreed. The Pest Control Plan shall consist but not limited to the following
- 1.8.1. *Proposed pesticides, material or products and equipment.* The service provider must provide current labels and Material Safety Data Sheets for all pesticides **and non-chemical IPM methods** to be used, and brand names of pesticide application or use, equipment, rodent bait boxes, insect and rodent devices, pest monitoring devices, pest detection equipment, and any other pest control devices or equipment that may be used to provide the service.
- 1.8.2. *Proposed Methods for Monitoring and Detection:* The service provider must describe methods and procedures to be used for identifying sites of pest harbourage and access, and for making objective assessments of pest population levels throughout the term of the contract
- 1.8.3. *Certified copies of registration* with the Fertilizers, Farms Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act No. 36 of 1974), Pest Control Operator Certificate for structural and weeds control (PCO)
- 1.8.4. *Service Schedule for Each Building or Site and record keeping.* The Service Provider must provide a complete service schedules that include frequency of service, provider visits, specific day(s) of the week of Service Provider visit, and

approximate duration of each visit. Submit a timetable. **Failure to adhere to service schedules shall constitute a service failure.**

The service provider shall not apply any pesticide product or equipment that is not included in the Pest Control Plan. Failure to adhere to Pest Control Plan shall constitute a service failure.

- 1.9. New products that are not on the Pest Control Plan and the service provider may wish to use mid-contract must be approved by the Provincial Director Environmental Health & CDC.
- 1.10. Submit the list of newly appointed PCOs to Provincial Director Environmental Health & CDC for approval prior performing pest control service.
- 1.11. Where bait boxes are applied, the Service Provider shall:
 - 1.11.1. Not place all bait boxes in the general view of patients, visitors and workers or in locations where they will not be disturbed by routine operations;
 - 1.11.2. Securely lock or fasten then lids of all bait boxes;
 - 1.11.3. Securely attach or anchor to the floor, ground, wall or other immovable surface all bait boxes, so that the box cannot be picked or moved.
 - 1.11.4. Secure bait in the feeding chamber of the box and never placed in the runway or entryways of the box;
 - 1.11.5. Label all bait boxes on the outside with the Service Provider's business name and address, and dated by the Service Provider's business name and address, and dated by the Service Provider's technician at the time of installation and each serving;
- 1.12. During aerosol applications, the following precautions should be applied:
 - 1.12.1. The service provider shall apply approved aerosol in crack and crevice only with the crack and crevice tube attached to the container;
 - 1.12.2. The service provider shall not be allowed to release aerosol into the air or surfaces;
 - 1.12.3. If pesticides accidentally released outside the crack or crevice, the service provider will immediately wipe and remove the accidentally released pesticide and dispose the cleaning material in accordance with the label requirements or instructions. **Failure to wipe or remove accidentally released pesticide and disposal of the material used thereof shall constitute a service failure.**
 - 1.12.4. The service provider shall not be allowed to use forgers and similar types of aerosol devices in any of the Departmental buildings.
- 1.13. Where liquid pesticides is administered:
 - 1.13.1. The service provider shall provide Gloria pneumatic stainless sprayer fitted with standard flat fan spray nozzles that are made to operate in a range of about 30-60 psi operating pressure and produce very few coarse droplets;
 - 1.13.2. The service provider shall calibrate the equipment periodically depending on the type and frequency of the use thereof.
 - 1.13.3. Calibration should be done every time the service provider switches chemicals or change application rates;
 - 1.13.4. The service provider shall not spray pesticides above the waist when the wind speed is 8-11 km/hour.
 - 1.13.5. The service provide shall **notify** the manager or the supervisor overseeing the employees in the working areas that are to be treated with any pest control

product other than containerised baits prior, during and after application of synthetic pesticides, in line with section 3, 4 and 5 of the Fertilisers, Farm Feeds, Agricultural remedies and Stock Remedies Act, 1947 (Act No. 36 of 1947);

1.13.6. For liquid pesticides that are to be applied to vegetation outside the buildings, the area should be cordoned off with caution tape and notices posted before and maintained for 48hrs after the application; *Exemptions* will be granted:

1.13.6.1. In situations in which minimum amounts of fire ant bait granules are applied directly to mounds or stinging insects;

1.13.6.2. Containerised bait use;

1.13.6.3. Crack and crevice treatment, or

1.13.6.4. Sealed void application.

1.13.7. The service provider shall issue a pre-treatment notice before applying any pesticides. The pre-treatment notice shall be in line with Section 11, subsection 1, 2, 3, 4, and 10 of Pest Control Regulations, R98 of 2011. The suitable symbolic safety signs shall be in accordance with SANS 1186-1. **Failure to provide notice or signage shall constitute a service failure.**

1.14. Pesticides must be packed and loaded for transport in such manner that the containers will not break and will not spill.

1.14.1. All service providers' vehicles shall be clearly identified and in line with SANS 10228, 10231 and 10232-1. Vehicles not complying with this provision shall not be allowed into the health facilities;

1.14.2. Vehicles shall have an inventory form that must be completed and handed over at the Departmental Security checkpoint. Any equipment or material that cannot be accounted at the time of departure or completion of service can be confiscated for further investigation.

1.15. The service provider shall provide proof of Pest Control certificate or Registration for every service Providers' employee who will be performing on-site service under this contract; **Failure to provide proof of pest control certificate or registration shall constitute a service failure.**

1.16. Any apparatus and pesticides must be stored in such a manner that minimises hazards to human health and the environment and in accordance with the requirements of the Handling, Storage and Disposal of Agricultural Remedies (SANS 10260:2010) as amended.

2. Provide inspection tools including kneepads, mirrors, flashlights, screwdrivers and ladders. **Failure to implement this provision shall constitute a service failure.**

3. Provide pest control operators that:

3.1. Are registered in terms of Section 2 of the Fertilisers, Farm Feeds, Agricultural remedies and Stock remedies Act, 1947 (Act No. 36 of 1947).

3.2. Have a relevant certificate before applying any pesticides or agricultural remedies on any health institution;

3.3. Pest control operators without pest control certificate issued in terms of Fertilisers, Farm Feeds, Agricultural Remedies and Stock remedies Act, 1947 (Act No. 36 of 1947) must be supervised by certified pest control operator per shift. **Failure to implement this provision shall constitute a service failure.**

3.4. Are skilled in line with the requirements of section 10 of the Fertilisers, Farm Feeds, Agricultural remedies and Stock Remedies Act, 1947 (Act No. 36 of 1947);

- 3.5. Are acquainted with the handling, and application of pesticides or agricultural remedies as prescribed in SANS 10124, 10133, 10204, and SANS 10304-1.
 - 3.6. Are trained in Basic First Aid i.e. can perform basic life support and first aid procedure with minimum NQF Level 1, SAQA Unit ID: 119567.
 - 3.7. Are certified to work at height with minimum NQF Level 1, Unit standard ID 229998 in compliance with Occupational Health and safety Act, 1993 and related regulations as amended. Competent employee with either the following minimum NQF Level 2 to 3 Unit Standard ID shall supervise the mentioned PCO working on height: 229995, "229994 & 229999" respectively.
4. Within 3 months after signing the contract, provide pre-inspection service on request for each building or site for evaluation of pest control needs such as equipment, PPE and treatment requirements, hygiene status, maintenance requirements and management practices that promotes pest infestations. Assessment of buildings shall be coordinated with the Departmental Delegated Officials. The Departmental Delegated Official will inform the Service Provider of any restrictions or areas requiring special scheduling. **Failure to implement this provision shall constitute a service failure.**
 5. **Reduce pest populations** at historical sites that experienced pest problems as agreed with the Departmental Representative with the aim of:
 - 5.1. Establishing pest threshold levels, their type and location;
 - 5.2. Reducing the frequency and severity of pest problem using IPM strategies;
 - 5.3. Reducing access and favourable conditions that supports pests, and
 - 5.4. Reducing the need for monthly pesticides application by the end of the first year of operation (this can be negotiated on a site-by-site basis). If the Department or facilities does not provide the repairs or hygiene status required the service provide will not be held liable for the continuation of pest problems.
 6. **Provide protective clothing** for its employees which shall;
 - 6.1. Be in line with section 7 of SANS 10206 as amended,
 - 6.2. Not limited to respirators, gloves, face shield, apron or overall and boots approved for chemical usage;
 - 6.2.1. Be made of impervious nonwoven material
 - 6.2.2. Be made of 100% cotton with mass area of 110 g/m² or
 - 6.2.3. Be made of lightweight synthetic material specifically developed for protection of operators working with pesticides.
 - 6.2.4. Have elasticised cuffs and no pockets;

The **aprons** shall:

 - 6.2.5. Be made of impervious nonwoven material;
 - 6.2.6. Cover the front of the body covering the top of the chest to below the knees;
 - 6.2.7. Wrap around the sides of the body and the legs;
 - 6.2.8. Impervious; durable; comfortable; light weight and
 - 6.2.9. Light in colour to determine visual identification of contamination

The **face shield** shall

- 6.2.10. Be durable and made of impervious and transparent material;
- 6.2.11. Be comfortable for eye and face protection against splashes and droplets;
- 6.2.12. Shall be approximately 150 mm in height and a 300 mm in width with an adjustable strap;
- 6.2.13. Non-misting, lightweight and non-reflective;
- 6.2.14. The headband of the face shield shall be made of solvent resistant foam plastic which is non-irritant to the skin;

The **boots** shall

- 6.2.15. Be made of rubber to give protection against wide range of pesticides;
- 6.2.16. Be calf-high and unlined and have steel toecaps. Trousers shall be worn outside the boots to prevent spills and splashes from entering the boots.

The **respirators** shall

- 6.2.17. Be in line with SANS 10220

The **gloves** shall

- 6.2.18. Be comfortable, flexible enough to grip a pesticide container or equipment firmly;
- 6.2.19. Be long enough to cover a minimum of 90 mm above the wrist;
- 6.2.20. Be light in colour and made of nitrile rubber to offer good protection against a wide range of pesticides. Lined gloves are not recommended, since contamination can accumulate in the lining material.

Employees shall at all times wear such personal protective clothing as required by the product label being applied. **Failure to provide PPE shall constitute a service failure.**

- 7. **Provide first aid kit** every time service is rendered that shall not be limited to the following items:
 - 7.1. Wound cleaner or antiseptic (100ml);
 - 7.2. Swabs for cleaning wounds;
 - 7.3. Cotton wool for padding (10g);
 - 7.4. Sterile gauze swabs (minimum quantity 10)
 - 7.5. 1 pair of forceps (for splinters);
 - 7.6. 1 pair of scissors (minimum of 100mm);
 - 7.7. 1 Card of safety pins;
 - 7.8. Bandages
 - 7.8.1. 4 triangular bandages
 - 7.8.2. 4 roller bandages (75mm X 5m);
 - 7.8.3. 4 roller bandages (100mm X 5m);
 - 7.8.4. 1 roll of elastic adhesive bandages (25mm X 3m);
 - 7.9. Adhesive strips
 - 7.9.1. 1 roll of non-allergenic adhesive strips (25mm X 3m); and
 - 7.9.2. 1 packet adhesive dressing strips (minimum quantity of 10 assorted sizes)
 - 7.10. First Aid Dressing
 - 7.10.1. 4 first-aid dressings (75mm X 100mm); and
 - 7.10.2. 4 first-aid dressings (150mm X 200mm).
 - 7.11. 2 straight splint;
 - 7.12. 2 pair of large and 2 pair of medium disposal latex gloves;
 - 7.13. 2 cardiopulmonary resuscitation(CPR) mouth-pieces or similar; and
 - 7.14. Eyewash bottle containing distilled water and rinse solution.

8. **Not to store any pesticides products and equipment** on any Departmental building or structure. When on site, the products and equipment shall remain under Service Provider's care, custody and control at all times. All losses due to negligent shall be liability of the service provider.
9. **Provide Guarantees, Special Request and Emergency Service:**
 - 9.1. The service provider must guarantee all scheduled services and attend to any problems that may arise in between routine treatments.
 - 9.2. Remedial corrective, special, or emergency service(s) action must be performed within 24 hours. **Failure to provide service guarantees shall constitute a service failure.**
 - 9.3. The services provider must only perform Pest Control Service based on the issued purchase order from the requesting institution. Such orders shall cover all anticipated needs or requirements for a set period not less than one month.
10. **Provide proof of compliance** with the following:
 - 10.1. Registered in terms of the Fertilizer, Farm Feeds, Agricultural remedies and Stock Remedies Act, 1947 (Act No. 36 of 1947);
 - 10.1.1. Structural Pest Control
 - 10.1.2. Weed Control
 - 10.2. Registered in terms of the agricultural Pest Act, 1983 (Act No. 36 of 1983)
 - 10.2.1. Beekeeper
 - 10.3. Provide current Pest Control Operator's Certification for pest control operators currently appointed by the company.
 - 10.4. The Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993)

Deviation from the above requirements (Item 10.) during service shall constitute a service failure and may result in cancellation of the contract.

11. **Provide three (3) references for similar work done** in the past three (3) years.
 - 11.1. The bidder must also provide reference letters.
 - 11.2. The letters must contain information on (a) Professionalism, i.e. service compliance levels and incident response level or management; (b) Interpersonal skills, i.e. communication skills level between client and contractor; (c) Turn around/ completion timelines, i.e. response level to callouts and achievement of deadlines; (d) Satisfaction with the work done, i.e. rating service provider 1-5 (1 being very good, 2 good, 3 average and 4 bad and 5 being very bad). See Annexure B: Contactable References rating criteria as a guide.
 - 11.3. The letters must be issued on bidder's client official letterhead.
12. **Provide treatment report** which shall be duplicate and include:
 - 12.1. Date and time of the visit;
 - 12.2. Name and registration number of the pest control operator and a telephone number at which the pest control operator or the service provider can be reached for more information about the proposed agricultural remedies use;
 - 12.3. Type of the visit, i.e. routine, call out or follow-up;
 - 12.4. The locations inspected and or treated;
 - 12.5. Evidence of pest and method used to identify pests;
 - 12.6. The type of pesticides recommended for use and or treatment, including trade name, active ingredient(s), dilution used, registration number and quantity used. This shall include insecticidal soaps, plants based products such as pyrethrins, mint oil, rosemary, silica-gel dust, etc.;

- 12.7. The type of pest monitoring devices, mechanical (such as UV lights, electronic or wind propelled pest repellent devices and screens) and biological (owl, cats, etc.) control methods and plants used;
- 12.8. The hazards associated with pesticides intended to be used, and precautions that should be taken to minimize exposure to pesticides or its residues, including a statement that indicates the period following the use during which people should not enter the treated area (re-entry period);
- 12.9. Recommended sanitation or housekeeping measures to eliminate infestation;
- 12.10. A space where a facility or Departmental Representative can sign as acknowledgement of the treatment report.
- 12.11. Quarterly monitoring meeting with service provider.

A copy of the treatment report shall be left with the facility manager or Departmental representative immediately after treatment. **Failure to provide a treatment report shall constitute a service failure.**

13. Design and generate service request forms which shall include but not limited to:

- 13.1. Onsite inspection for evaluation of pest control needs, hygiene and sanitation requirements, housekeeping conditions and proposed repairs;
- 13.2. Remedial corrective, special, or emergency service;

14. Maintain a pest control logbook or file for each hospital or departmental building or site. A sample of a copy of such logbook must be provided.

- 14.1. These records shall be kept on-site and maintained on each visit by the Service Provider;
- 14.2. Each logbook or file shall contain but not limited to the following items
 - 14.2.1. Date and time of the visit
 - 14.2.2. Name and registration number of the pest control operator and a telephone number at which the pest control operator or the service provider can be reached for more information about the proposed agricultural remedies use;
 - 14.2.3. Type of the visit, i.e. routine, call out or follow-up
 - 14.2.4. The locations inspected and or treated;
 - 14.2.5. Evidence of pest and method used to identify pests;
 - 14.2.6. The type of treatment method recommended and or pesticide treatment, including trade name, ingredient(s), registration number and quantity;
 - 14.2.7. The hazards associated with pesticides intended to be used, and precaution that should be taken to minimize exposure to pesticide residues, including a statement that indicates the period following the use during which people should not enter the treated area (re-entry);
 - 14.2.8. Recommended sanitation or housekeeping measures to eliminate infestation

15. Prepare and submit the following reports to the Departmental Representative on or not later than the 7th of each month:

- 15.1. Monthly reports;
 - 15.2. Incident reports;
- The reports shall include but not limited to:

15.3. Health and Safety;

- 15.3.1. Information on periodic medical examination of pest control operators. Blood cholinesterase activity must be determined before contract starts or within 14 days of commencement of the Contract and at intervals not exceeding 2 (two)

years thereafter. The number of operators with dermal, eye irritation and respiratory problems.

- 15.3.2. Accident report and measures taken to prevent a reoccurrence thereof;
- 15.3.3. Supply and usage of Personal Protective Equipment (PPE);
- 15.3.4. Compliance with South Africa's Occupational Health and Safety Act.

15.4. Operational report

- 15.4.1. A record of the pest control operation, pesticides applied with information on treatment, including trade name, active ingredient(s), dilution rate used, registration number of the product, quantity used and hazards associated with pesticides, and precautions that should be taken to minimize exposure to pesticides or its residues, including a statement that indicates the period following the use during which people should not enter the treated area (re-entry period).
- 15.4.2. Predominant types of pest per institution, pest routes, estimate pesticide quantity used per pest type, pest monitoring device, estimated traps used per facility and pest type, and mechanical and biological control methods used per facility and pest type;
- 15.4.3. Graphs indicating itemised pest control methods used and associated cost on monthly basis;
- 15.4.4. Details of conditions per facility that promotes pest infestation;
- 15.4.5. Details on IPM methods implemented, their weaknesses or effectiveness including changes needed to reduce pest problems;

15.5. Finance

- 15.5.1. Service request orders received from various health institutions.
- 15.5.2. Invoices issued within 21 days in compliance with Value-Added Tax Act, 1991 (Act No. 89 of 1991). Failure to issue invoices on time shall constitute services failure.
- 15.5.3. Invoice payment status ranging from 30-120+ days

16. Supervise all his/her employees and comply with the relevant laws and regulations including but not limited to:

- 16.1. The Occupational Health and Safety Act, 1993 (Act No. 85 of 1993);
- 16.2. The Compensation for Occupational Injuries and Disease Act, 1993 (Act No. 130 of 1993);
- 16.3. The National Environmental Management Act, 1998 (act No. 107 of 1998);
- 16.4. Pest Control Operator Regulations (Regulations No. 98 of 2011)
- 16.5. Water Act, 1998 (Act No. 36 of 1998);
- 16.6. Applicable South African National Standards (SANS);
- 16.7. Value-Added Tax Act, 1991 (Act No. 89 of 1991)
- 16.8. Public Finance Management Act, 1999 (Act No. 1 of 1999) as amended
- 16.9. Hazardous Substances Act, 1973 (Act No. 15 of 1973).
- 16.10. The Fertilizers, Farm Feeds, Agricultural remedies and Stock Remedies Act, 1947 (Act No. 36 of 1947). National Health Act, 2003 (Act No. 61 of 2003)/ Conservation of Agricultural Resources Act, 1983 (Act No. of 1983);
- 16.11. Agricultural Pest Act, 1983 (Act No. 36 of 1983);

17. Contract completion and handover process

- 17.1. Hand over report shall not be limited to ,section 15;

- 17.2. Render service to all facilities requested pest control services within 3 month before the contract lapse;
- 17.3. The handed report shall include list of all devices and include traps procured by the department.
18. Any pest control services to be rendered at paediatric wards, laboratory and theatre/ ICU area must be endorsed by EHP prior application.

Mandatory Technical Requirements

#	Item	Comply	Non-compliant
1.	Pest control programme		
1.1	The successful bidder must have a comprehensive Pest Control Programme. <i>Provide a copy of the programme which contains</i>		
1.1.1.	Onsite inspection		
1.1.2.	Time frames for installation		
1.1.3.	Installation process		
1.1.4.	Master plan and documentation portfolio		
1.1.5.	Detailed information on the resources to be deployed to the site i.e. staff and equipment.		
1.1.6.	Proposed IPM programme inclusive of products and equipment and consumables to be used		
1.1.7.	Must provide a contingency plan in case of industrial action by employees.		
1.1.8.	Completion and handover process (in line with section 17)		
2.	Provide proof of compliance with the following:		

2.1.	Registered in terms of the Fertilizer, Farm feeds, Agricultural remedies and Stock Remedies Act, 1947 (Act No. 36 of 1947);		
2.1.1.	Structural Pest Control (Certified copy to be submitted)		
2.1.2.	Weed Control (Certified copy to be submitted)		
2.2	Registered in terms of the agricultural Pest Act, 1983 (Act No. 36 of 1983		
2.2.1.	Beekeeper (Certified copy to be submitted)		
3.	Regulatory compliance throughout contract period		
3.1.	The successful bidder must confirm compliance to occupational, Health and Safety Act. Please provide your OHS Plan which includes:		
3.1.1	OHS Policy,		
3.1.2	Scope of Work/Safe work Procedure,		
3.1.3.	Personal Protective Equipment		
3.1.4.	Injury on Duty (IOD) procedure		
3.1.5.	First Aid Certificate for every PCO (in compliance with Section 3.6)		
4.	Please provide letter of good standing from the relevant institutions/ departments on:		
4.1.	Workman's Compensation, UIF and Provident Fund.		
5.	Staff Uniform and Personal Protective Equipment (PPE)		
5.1.	All personnel outlook should befit that of a corporate environment in terms of aesthetics.		
5.2.	The successful bidder must ensure that employees are easily identified by providing nametags depicting company logo and name of their staff member i.e. company branded nametags.		
6.	Insurance		
6.1.	The successful bidder must, at his own expense, take out sufficient insurance against any claims, costs loss and/or damage ensuing from his obligation and shall ensure that such insurance remains operative for the duration of this agreement. A copy of such insurance (R5 million or more) must be handed to Departmental official upon commencement of the service		
7	Service Improvement Program		
7.1.	The successful bidder must, implement a continuous improvement programme for the service rendered to the Department. Pass on any possible environmentally friendly interventions resulting from this Programme to the Department. Conduct associated services on Integrated Pest Management.		
8.	Service Provider Induction		
8.1.	The successful bidder will be expected to attend an induction meeting within two (2) weeks after appointment where a formal handover will be conducted and be familiarized with Departmental site compliance requisites, policies and procedures prior to commencement of the service contract.		
8.2.	The successful bidder must bring list of staff to be deployed at the Department during induction with the following information: Name, Address, ID Number and confirmation that the staff does not have criminal records. NB: The Department reserves the right to request removal of any personnel on site deemed not to be compliant with Department policies and procedures.		

Technical evaluation.

All the bids will be evaluated on technical grounds. Bids scoring less than the minimum threshold of 70% will not be considered for the next stage of evaluation. The weighting of the technical criteria for measuring functionality, are shown in the table below:

			% score
1.	The bidder must submit a portfolio reflecting the resources available to execute the project.	60	
1.1	<p>Vehicles- proof of ownership of vehicles (registered in the company's name) <u>or</u> leasing of a minimum required vehicles for a period of 3 years per bidding district.</p> <ul style="list-style-type: none"> • Proof of ownership / letter to produce vehicles (pre-approval from the bank) / letter of intent to lease or lease required number of vehicles per bidding district = 20 • No proof of ownership/ letter of intent to produce vehicles (pre-approval from the bank) / letter of intent to lease or lease required number of vehicles per bidding district = 0 <p>NB: Ownership of vehicles: submit licence disc or lease agreement as evidence. Preliminary lease agreement can be entered into before the award of the current bid. See annexure B</p>		
1.2	<p>Total staff compliment – minimum of permanent staff per bidding district with certified PCO (Structural, weed control and Bee Certificate) registration.</p> <ul style="list-style-type: none"> • Total staff compliment with less than 3 required Certificate = (0) 		

	<ul style="list-style-type: none"> • Proof of employees with 3 required Certificate = 1 – 2 (5) • Proof of employees with 3 required Certificate = 3- 6 (10) • Proof of employees with 3 required Certificate = 7-9 (15) • Proof of employees with 3 required Certificate = above 10 (20) <p>NB: Submit organogram and or signed appointment letters. See annexure B</p>		
1.3	<p>Equipment – A detailed list of equipment / components that will be used for this project (description and pictogram)</p> <ul style="list-style-type: none"> • Pest control surveillance device; Annexure C section 5 • Mechanical deterrent devices (pictogram, coverage, sizes, SABS approved) Annexure C section 2 • Trap devices (Description, pictogram, coverage, sizes, SABS approved) Annexure C section 3 • Pest control treatment (Description, pictogram, safety data sheets compliant with OHS & GHS, active ingredients.) Annexure C, section 4 • Inspection tools (section 2) <p>Detail list of equipment submitted with required information = 20 No list submitted / list submitted without required information = 0</p>		
2	<p>Reference</p> <p>Provide three (3) written letters from clients for whom similar projects were undertaken and are relevant to the Departmental needs. The information provided should be rated in line with Annexure B: Contactable Reference rating criteria</p> <p>The reference letters must not be older than 3 months and references must be contactable and issued in the company's letterheads.</p> <ul style="list-style-type: none"> • 3 Contactable references compliant to specification section 11 with positive feedback = 10; • 2 Contactable references compliant to specification section 11 with positive feedback = 5; • 1 Contactable references compliant to specification section 11 with positive feedback = 1; • 2 Contactable references compliant to specification section 11 with negative feedback = 0; • Non submission of references = 0; <p>NB: Submit signed letters of reference and Annexure A: Contactable Reference criteria rating</p>	10	
3	<p>Experience of Management in the Pest Control Services Industry</p> <p>Submission of a CV of the Contract Manager for this contract. The contract manager must have:</p> <ul style="list-style-type: none"> • A National Diploma NQF 6, PCO registration and at least 3 years' experience in the pest control industry = 10 points • Three (3) years' experience in the industry with no National Diploma NQF 6, but a PCO certification = 5 points. • Three (3) years' experience in the industry with no Diploma or equivalent qualification, but without a PCO registration = 0 points • The manager has no experience, a National Diploma, and a PCO registration = 0 points. 	10	
4	<p>Quality Management Plan</p> <p>provide a detailed quality management plan outlining the following:</p> <p>4.1. key deliverable with time frames;</p> <p>4.2. Quality standards on pest control products and their installation;</p>	10	

	<p>4.3. Quality control checklist (pre-inspection, treatment, post treatment, notification procedure and snag listing);</p> <p>4.4. Pest infestation tolerance threshold determination level, including bed bugs, flies, ants, cockroaches and rodents;</p> <p>4.5. Pest detection methods to monitor pest infestation levels.</p> <ul style="list-style-type: none"> • Quality management plan (QMP) submitted which covers all aspects of the QMP = 10 points • QMP submitted with three to four of the aspects of the QMP above = 5 points • QMP submitted with one to two aspect of the QMP above = 1 points • If no plan submitted = 0 		
5	<p>Health and Safety Policy</p> <p>Attach a copy of a health and safety policy detailing what regulations the bidder will implement to enforce compliance to the OHS Act 85 of 1993 as amended. The policy should include:</p> <p>5.1. Procedures that will implemented to ensure that the application of the pesticides will not affect the environment, (i.e. fauna and flora) and human health, (i.e., personnel, visitors and patients) attach a copy of a detailed procedure;</p> <p>5.2. Procedure for management of poisoning of animals and human health, (i.e., personnel, visitors and patients) and environmental contamination. Attach a copy of a detailed procedure;</p> <p>5.3. Procedure to administer pesticides where applicable (incl. proposed pesticides, equipment, personnel and associated PPE). Attach a copy of a detailed procedure;</p> <p>5.4. Integrated pest management approach for the reduction of the reduction of synthetic pesticides in the health institution. Attach a copy of a detailed proposed approach inclusive of housekeeping; the use of alternative environmentally friendly non-chemical, biological and physical products.</p> <ul style="list-style-type: none"> • Submission of detailed Health and Safety policy with all four detailed procedures = 10 points • Submission of detailed Health and Safety policy with two to three detailed procedures = 5 points • Submission of detailed Health and Safety policy with one to two detailed procedures = 1 • Submission of detailed Health and Safety policy with none of the four detailed procedures = 0 	10	
	TOTAL POINTS ALLOCATED	100	

Annexure A: Contactable Reference rating criteria

The bidder shall also provide a customer list indicating project type, dates, value and contact details so that the KZN DoH may contact these companies directly for references.

The bidder is required to provide three (3) written contactable reference from previous and present customers/ clients in whom the customer/client declare the following:

Criteria	Below Expectations	Meets Expectations	Above Expectations
Professionalism			
• Management of incidents of poisoning			
• Management of fatalities			
• Compliance to the OHS Act			

• Compliance to specification			
Interpersonal skills.			
• Communication between client and service provider			
• Ability to interact with client			
• Advice to client			
Turn around/completion times.			
Achieving the deadlines.			
Response time to callouts			
Satisfaction with the work done			
• Rating service providers 1 to 5. 1 is very good, 2 is good, 3 is average, 4 is bad and 5 is very bad			
• Overall Impression (i.e. would use again). Yes, Maybe, No.			

Annexure C: Pest Control Costing

The bidder must provide a breakdown of the proposed service fee per listed items.

Cost element (the bidder to provide the catalogue of cost element including descriptions thereof.

The bidder shall provide the catalogue depicting of costed items not limited to pictogram, sizes, safety data sheets compliant with OHS & GHS, active ingredients, all procured items shall remain the assets of the Department of Health when the contract lapse therefore devices shall not be engraved with company's name. The devices must be labelled with removable stickers.

Cost per element	Cost per item
<p>1. Inspection cost (includes transport, consumables and operational cost per service). Once off inspection or on demand by institution per day.</p>	
<p>2. Installation of mechanical deterrent device (cost includes: device, delivery and installation)</p>	
<p>2.1. Bird: requirement; Wind Powered kit as a part of a complete Eagle Optical Deterrent System</p>	
<p>2.2. Bird: requirement; Mains kit (220V) – Connected to the Mains Power Supply Powered Kit as a part of a complete Eagle Eye Optical Deterrent System</p>	
<p>2.3. Bird: requirement; Solar Powered Kit- Includes a 10V Solar Panel Kit as a part of a complete Eagle Eye Optical Deterrent System</p>	
<p>2.4. Bird: requirement; Wind Powered Kit as a part of a complete Eagle Eye Pro-Peller Optical Deterrent System</p>	
<p>2.5. Insects: e.g. mosquitoes and flies; required devices = UV Insect light trap: Uses UV light to attract flying insects, and has a glued board that traps the flying insects.</p>	
<p>2.6. Bats:</p>	
<p>2.6. Snakes</p>	
<p>3. Installation of trap devices for insect (i.e. flies, ants, fleas, cockroaches and moths), reptiles and rodent. Price will include delivery installation).</p>	
<p>3.1. Flies</p>	
<p>3.2. Ants</p>	
<p>3.3. Cockroaches</p>	
<p>3.4. Moths</p>	
<p>3.5. Mosquitoes</p>	
<p>3.6. Insect screens for windows/doors/sliding doors price per square meter</p>	
<p>3.7. Rodents</p>	
<p>3.8. Bees</p>	
<p>3.9. Snakes (e.g. fencing price per square meter)</p>	

3.10. Bids
3.11. Nets per square meter
3.12. Spikes per meter
3.13. Bats (e.g. exclusions)
3.14. Temper proof Bait Containers
4. Pest control treatment cost (includes transportation, consumables, operational cost service and on demand basis) per square meter
4.1. Insects (Flying, crawling, stinging)
4.2. Bees removal
4.3. Rodents
4.4. Termites
4.5. Weed control (Price per square meter)
4.6. Birds
4.7. Bats
4.8. Snakes: (e.g. repellents)
4.9. Bait re-fill per container
5. Pest control surveillance device in line with section 1.4.6
5.1. Surveillance camera
6. Maintenance of installed mechanical deterrent and traps, cost per day.
6.1. Repair, disposal and maintain service equipment including sanitary. Cost include transportation
• Deterrent devices % traps

ANNEXURE D: SPECIAL CONDITIONS OF THE BID

Bidders urged to read and take note of the following conditions applicable to this bid:

- These conditions will form part of the signed contractual obligation for the bidder. However, KZN DoH reserves the right to include or waive the condition in the signed contract.
- KZN DoH reserves the right to award a bid as a whole or per District.
- *KKZN DoH reserves the right to enter negotiations with the bidder(s) (i.e., before and after the contract is concluded) regarding inter alia price revisions, should it be deemed necessary,*
- *The Department reserves the right to negotiate a flat rate amongst the successful bidders should the difference in cost be determined as exorbitant or unfounded*
- The number of health facilities listed for a period of 3 years (36 months) not guaranteed. Please note that the number of health facilities can change during the contract period.
- KZN DoH accept that the bidder is sufficiently insured to replace all items lost due to theft, fire, floods etc. but while is under contractor's possession and not delivered
- All provision supplied under contract shall be subject to inspection and approval by designated personnel of the Department of Health, where and when available, at the point of delivery.
- The Department reserves the right to conduct inspections of the product and the premises of the supplier without prior notification at any working time during the contract period or prior to entering the contract. In the event of a deviation observed, the whole consignment shall be rejected.
- Successful bidders will be required to enter into Service Level Agreement with FS DoH.
- The bid may be awarded to multiple bidders to increase participation. The number of bidders to be awarded per District might depend on the number of health facilities.
- Should it be that there are no bidders that qualify for a particular District, the Department reserves the right to recommend any qualifying bidder to render service to that District
- Official orders will be placed during the contract period, as and when required.
- Unless the goods bear the SABS mark of quality, successful bids will be compelled to submit inspection certificates issued by the SABS with each consignment before such goods could be accepted and invoices paid.
- Delivery after receipt of an official order shall be strictly within agreed pest control service schedule unless there is a need for an emergency.
- Payment will be effected only after receipt of a detailed invoice and a signed delivery note to the nominated destination. Endorsed pest control report of the services rendered shall accompany the invoice.
- Prospective bidders must bid on All Items listed in Annexure C
- The bidder/s shall indemnify the department herewith from any claim from a third party and all cost or legal expenses regard to such a claim for loss or damage resulting from the death, injuries or ailment of any person, or the damage of property of the bidder(s) or any other person that may result from or be related to the execution of this contract.
- The Department of Health reserves the right to appoint or not to appoint service provider(s).
- The Department of Health reserves the right to suspend / terminate the contract if the successful bidder/s does not comply with any stipulation contained in the contract.
- The Department of Health reserves the right to request further information from the bidder/s anytime.
- The Department of Health reserves the right to verify information and documentation of the bidder/s.