



KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

Quotation Advert

Opening Date: 03/05/2024
Closing Date: 09/05/2024
Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: Appelsbosch Hospital
Province: KwaZulu-Natal
Department of entity: Department of Health
Division or section: Supply Chain Management
Place where goods/
service is required: Appelsbosch Hospital
Date Submitted: 03/05/2024

ITEM CATEGORY AND DETAILS

Quotation number: APP 17/24-25
Item Category: Services
Item Description: Provision of Pest control services for 12 months
Quantity (if supplies): 07 Clinics

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Not applicable

Date:

Time:

Venue:

QUOTES CAN BE COLLECTED FROM: KZN HEALTH WEBSITE

QUOTES SHOULD BE DELIVERED TO: appelsboschquotes@gmail.com or Appelsbosch Hospital Tender Box Next to Guard House @ R614 Wartburg Road, Ozwathini, 3242

ENQUIRIES REGARDING ADVERT MAY BE DIRECTED TO:

Name: Mr MR Ngcobo

Email: appelsboschquotes@gmail.com Contact number: 0322948094

Finance Manager Name: Ms A Qebeyi Finance Manager Signature

OFFICIAL PRICE PAGE FOR QUOTATIONS OVER R2 000.01

QUOTE NUMBER: ZNQ / APP / 17, 24, 25

DESCRIPTION: PROVISION OF PEST CONTROL SERVICES

PREFERENCE POINTS WILL BE ALLOCATED ACCORDING TO THE IMPLEMENTATION OF SPECIFIC GOALS IN TERMS OF PPR 2022:	POINTS ALLOCATED
Promotion of enterprises manufacturing in the Province of KwaZulu-Natal	20

ICN NUMBER	QUANTITY	UNIT OF MEASURE	DESCRIPTION	BRAND & MODEL	COUNTRY OF MANUFACTUR E	PRICE	
						R	C
			PROVISION OF				
1.	01	UNIT	PEST CONTROL SERVICES				
			Emtulwa Clinic				
	01	UNIT	Efaye Clinic				
	01	UNIT	Bambanani Clinic				
	01	UNIT	Cramond Clinic				
	01	UNIT	Emambedweni Clinic				
	01	UNIT	Gcumisa Clinic				
	01	UNIT	Mayizekanye Clinic				
			ATTACH				
			SARS PIN / CERTIFICATE				
VALUE ADDED TAX @ 15% (Only if VAT Vendor)							
TOTAL QUOTATION PRICE (VALIDITY PERIOD 60 Days)							

DOES THIS OFFER COMPLY WITH THE SPECIFICATION? YES / NO
 IS THE PRICE FIRM? YES / NO
 DOES THE ARTICLE CONFORM TO THE S.A.N.S. / S.A.B.S. SPECIFICATION? YES / NO

STATE DELIVERY PERIOD (E.G. 3 DAYS, 1 WEEK) _____

NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____
 [By signing this document, I hereby agree to all terms and conditions]

CAPACITY UNDER WHICH THIS QUOTE IS SIGNED: _____

DATE: _____

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 consignees 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:** _____ / _____ / _____ **Time:** _____ : _____ **Place:** _____

Institution Stamp:	Institution Site Inspection / briefing session Official:
	Full Name: _____
	Signature: _____
	Date: _____

8. STATEMENT OF SUPPLIES AND SERVICES

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

9. SUBMISSION AND COMPLETION OF SBD 6.1

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

10. TAX COMPLIANCE REQUIREMENTS

10.1. In the event that the tax compliance status has failed on CSD, it is the suppliers' responsibility to provide a SARS pin in order for the institution to validate the tax compliance status of the supplier.

10.2. In the event that the institution cannot validate the suppliers' tax clearance on SARS as well as the Central Suppliers Database, the quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.

11. TAX INVOICE

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

- (i) the name, address and registration number of the supplier;
- (ii) the name and address of the recipient;
- (iii) an individual serialized number and the date upon which the tax invoice
- (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.

2. 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:

$$\begin{array}{ccc} \text{80/20} & & \text{90/10} \\ \hline \text{Ps} = 80 \left(1 - \frac{\text{Pt} - \text{Pmin}}{\text{Pmin}} \right) & \text{OR} & \text{Ps} = 90 \left(1 - \frac{\text{Pt} - \text{Pmin}}{\text{Pmin}} \right) \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = 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:

$$\begin{array}{ccc} \text{80/20} & & \text{90/10} \\ \hline \text{Ps} = 80 \left(1 + \frac{\text{Pt} - \text{Pmax}}{\text{Pmax}} \right) & \text{OR} & \text{Ps} = 90 \left(1 + \frac{\text{Pt} - \text{Pmax}}{\text{Pmax}} \right) \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = 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 manufacturing in the Province of KwaZulu-Natal	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.

<p>_____</p> <p>SIGNATURE(S) OF TENDERER(S)</p> <p>SURNAME AND NAME: _____</p> <p>DATE: _____</p> <p>ADDRESS: _____</p> <p>_____</p> <p>_____</p>



KWAZULU-NATAL PROVINCE

HEALTH
REPUBLIC OF SOUTH AFRICA

DIRECTORATE:

P/Bag x215 Ozwathini 3242

R614 Wartburg Road, Ozwathini, 3242

Tel: 032 99 8093 Fax: 032 294 0630 Email address: Nokuzola.Nkwanyana@kznhealth.gov.za

Supply Chain Management

ENQUIRIES: MR. NGCOBO

DATE: 03/05/2024

Travelling distance from Appelsbosch hospital to the clinics

Appelsbosch Hospital	To	Bambanani Clinic	39km
Appelsbosch Hospital	To	Mtulwa Clinic	35km
Appelsbosch Hospital	To	Gcumisa Clinic	37km
Appelsbosch Hospital	To	Cramond Clinic	61km
Appelsbosch Hospital	To	Mayizekanye Clinic	55km
Appelsbosch Hospital	To	Emambedweni Clinic	34km
Appelsbosch Hospital	To	Efaye Clinic	30km

APPELSBOSCH HOSPITAL
PEST CONTROL SPECIFICATION

MODEL CONTRACT BID SPECIFICATIONS

Note: Italics indicate instructional language for the Purchasing Officer developing specifications, or suggested specifications which the Hospital may wish to modify according to its individual needs. Items in italics or in parentheses following blanks indicate suggestions for customizing your policy statement.

DESCRIPTION OF SERVICES

Introduction. The purpose of this bid is to provide APPELSBOSCH HOSPITAL with a source to provide pest management services at the prices offered herein, for the term of the agreement and any renewal periods. It is the policy of APPELSBOSCH HOSPITAL to use Integrated Pest Management (IPM) as the strategy for control of pests in and around facilities. The following description of services details the HOSPITALS understanding of the scope and content of IPM services as it will apply to HOSPITAL property. Bidders should read the entire set of specifications carefully, as these will form the basis of the contractual agreement with the HOSPITAL. Failure to comply with the specifications may provide grounds for termination of the contract agreement. Bids should reflect not only the expected costs to the Contractor of providing basic pest control services, but also the costs of providing supplementary services such as reporting, emergency treatments, in-service training and quality control activities.

BID REQUIREMENTS

Site Visits: Bidder is required to inspect all premises to be covered in the contract and render a bid detailing specific charges for each of the listed sites/facilities.

Bidders

may examine the facilities *Monday through Friday between the hours of _____ 7:30am*

and 4:00 p.m. by calling _____, at _____ - _____ - _____. Bids will not be accepted from

prospective Contractors who have not conducted site visits prior to submitting their bids.

Qualification of bidders:

1. Bids shall be considered only from Bidders who, in the judgment of the District, are regularly established in business, financially responsible, able to show evidence of satisfactory past performance, and ready, willing and able to render prompt and satisfactory services.
2. Each contractor shall furnish, with his bid, documentation specifically stating: (1) that his company has been in business for at least (5) years; and (2) that he has available under his direct employment and supervision the necessary personnel, organization and facilities to properly fulfill all the service and conditions required under these specifications.
3. Each contractor shall complete the References section of this bid and list customers who have contracts for service similar to that specified.
4. The District may request other information sufficient to determine bidder's ability to meet these minimum standards listed above. Request for information contained in this Section may also occur at any other time during the effective period of this contract, or any extension/renewal thereof.

References. The references section must be filled out completely. Failure to do so, or references giving unsatisfactory recommendations, may be reason to disqualify the bid. If the references given are not, in the opinion of the District, applicable to a contract of this magnitude, the District may contact other firms with whom the bidder has or is currently providing services as a means of validating compliance or proving noncompliance with the references requirement.

Please list three (3) references of comparable size to _____ (district name) that have used your pest control services on a regular basis within the past year (preferably educational institutions).

Company Name: (1)	
Person to Contact	
Company Address	
City,	
Telephone	
Company Name: (2)	
Person to Contact	
Company Address	
City,	
Telephone	
Company Name: (3)	
Person to Contact	
Company Address	
City,	
Telephone	

Board Certified Entomologist. Preference shall be given to bidders with a trained entomologist or access to one as a consultant. A board Certified Entomologist

(B.C.E.) is a person with formal training in entomology whose expertise has been examined and certified by the Entomological society of America. (For more information

about B.C.E.s in your area, contact the Entomological Society of America at 9301 Annapolis Road, Suite 300, Lanham, MD 20176-3115 Does your company have a Board

Certified Entomologist on staff? _____ YES UP NO

If the answer is NO, please provide the name and address of the consulting entomologist that your company uses:

Name: _____

N/A

Address: _____

City: _____

Phone: (____) _____ - _____

Questions. If there are any questions regarding this bid or should a conflict of terminology on this bid arise, please contact , *Coordinator of Purchasing*, at (*phone*), or , *IPM Coordinator*, at (*phone*) for clarification or issuance of an official addendum to resolve any conflicts. Specifications not listed in this bid or not included in official addenda are not applicable to this bid.

SCOPE OF WORK

Description of Services. The Contractor shall provide a comprehensive Integrated Pest Management (IPM) Plan for the buildings and other areas specified herein.

The submitted Plan shall be in accordance with the District's IPM Policy. IPM is a process for achieving long-term, environmentally sound pest suppression through the use of a wide variety of technological and management practices. Control strategies in an IPM Plan should extend beyond the application of pesticides to include structural and procedural modifications that reduce the food, water, harborage, and access used by pests. The Contractor shall furnish all supervision, labor, materials, and equipment necessary to accomplish the surveillance, trapping, and pesticide application components of the IPM Plan. The Contractor shall also provide detailed, site-specific recommendations for structural and procedural modifications necessary to achieve pest prevention.

Pests Included and Excluded. The Contractor shall adequately suppress the following pests:

- Indoor populations of commensal rodents (e.g., Norway and roof rats, house mice), cockroaches, ants (including, but not limited to, fire ants and pharaoh ants), flies, spiders, and any other arthropod pests not specifically excluded from the contract.

- Populations of the above pests that are located outside of the specified buildings, but within areas immediately adjacent to buildings.

- Winged termite swarmers emerging indoors.

Populations of the following pests are excluded from this contract:

- Termites, carpenter ants and other wood-destroying organisms.

- Mosquitoes.

- Birds, bats, snakes, and all other vertebrates other than commensal rodents.

- Pests that primarily feed on outdoor vegetation.

GENERAL CONTRACTOR RESPONSIBILITIES

Initial Inspections of Facilities. The Contractor shall conduct a thorough initial inspection of each building or site within ___ (10) days of the initiation date of the contract.

The purpose of the initial inspections is for the Contractor to evaluate the pest control needs of all premises and to identify problem areas and any equipment, structural features,

or management practices that are contributing to pest infestation. Access to building space shall be coordinated with the IPM Coordinator. The IPM Coordinator will inform the

Contractor of any restrictions or areas requiring special scheduling.

Pest Control Plan. Prior to initiation of service, the Contractor shall submit to the IPM Coordinator a Pest Control Plan for each building or site within ___ (10) days following

the initial inspection. Upon receipt of the Pest Control Plan, the IPM Coordinator will render a decision concerning its acceptability within ___ (5) working days. If aspects of the

Pest Control Plan are incomplete or disapproved, the Contractor shall have ___ (2) working days to submit revisions. The Contractor should be on site to initiate service within

___ (5) working days following notice of approval.

The Pest Control Plan shall consist of five parts as follows:

*District may be charged for the additional cost of Pharaoh ant bait materials.

A. Proposed Methods and Equipment for Service: The Contractor shall provide a summary of proposed control methods including current labels and Material Safety Data Sheets (MSDS) of all pesticides to be used, brand names of pesticide application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, pest surveillance and detection equipment, and any other pest control devices or equipment that may be used to provide service.

B. Proposed Methods for Monitoring and Surveillance: The Contractor shall describe methods and procedures to be used for identifying sites of pest harborage and access, and for making objective assessments of pest population levels throughout the term of the contract. In addition, the Contractor will work with the IPM Coordinator to establish population levels that constitute unacceptable levels of pest presence in school facilities.

C. Service Schedule for Each Building of Site: The Contractor shall provide complete service schedules that include planned frequency of Contractor visits, specific day(s) of the week for Contractor visits, and approximate duration of each visit.

D. Description of any Structural or Operational Change That Would Facilitate the Pest

Control Effort: The Contractor shall describe site-specific solutions for observed sources of pest food, water, harborage, and access.

E. Commercial Applicator or Technician Licenses: The Contractor shall provide a current list of names along with photocopies of the commercial applicator or technician's licenses for every Contractor employee who will be performing on-site services under this contract.

Record Keeping. The Contractor shall be responsible for maintaining a pest control logbook or file for each building or site specified in this contract. These records shall be kept on school district property (normally in the Principal's office, or some other convenient site) and maintained on each visit by the Contractor. Each logbook shall contain the following items:

A. **Pest Control Plan:** A copy of the Contractor's approved Pest Control Plan for that facility, including labels and MSDS sheets for all pesticides used in the building, brand names of all pest control devices and equipment used in the building, and the Contractor's service schedule for the building.

B. **Service & Complaint Logs:** A logbook for recording service visit activities, complaints from staff concerning pest observations or pesticide applications. Forms should show times in and out and should be signed by the Contractor at each service visit.

C. **Service Report Forms:** Customer copies of the Contractor's Service Report Form, documenting all information on pesticide applications, pest sightings, sanitation/environmental status, and building maintenance needs.

In addition, copies of the above-mentioned Service Report Forms should be forwarded by the Contractor to the IPM Coordinator at least once a month by the Contractor.

Times of Service. The Contractor shall perform routine pest control services only during times when STAFF are not expected to be present for normal activities for at least 12 hours after the application (*as defined under Article 135B-6 ' 4J(e) of the Structural Pest Control Act and Title 22, Texas Administrative Code, '595.11*). In the event of a possible need for an emergency treatment, (*as defined by Title 22, Texas Administrative Code, '595.8 (d) and '595.11*) the Contractor shall work with the IPM Coordinator to determine whether an emergency situation exists before applying any pesticides. In such cases pesticides may be applied only to the local area of infestation if

STAFF are present or if less than 12 hours will elapse before students are expected to be

present. In the event of such an emergency treatment, the contractor will maintain records

of the reasons for such treatments for the period prescribed by law.

Health and Safety. The Contractor shall observe all safety precautions throughout the performance of this contract, and shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work, and shall hold the District harmless for any action on its part or that of its employees that results in illness, injury, or death.

Uniforms and Protective Clothing. All Contractor personnel working in or around buildings designated under this contract shall wear distinctive uniform clothing. The Contractor shall determine and provide additional personal protective equipment required for the safe performance of work. Protective clothing, equipment, and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.

Vehicles. Vehicles used by the Contractor shall be identified in accordance with state and local regulations and shall be operated in a safe manner on HOSPITAL property.

Licensing. Throughout the term of this contract, the Contractor shall maintain a current business license issued by the Structural Pest Control Board. In addition, all Contractor personnel providing on-site pest control service must maintain licensing (in categories appropriate to the work being performed) as commercial applicators or licensed technicians. Unlicensed applicators will not be permitted to provide service to the District under this contract.

Complaints. Should at any time the HOSPITAL become dissatisfied with pest control service, the successful Contractor shall be notified in writing by the IPM Coordinator regarding problems that occurred. The notice will detail the problems and site(s) which is experiencing the problems. The contractor will be required to contact the IPM Coordinator to discuss possible solutions, and the contractor will be given a date by which a written response with the proposed solutions must be submitted.

PEST CONTROL RESPONSIBILITIES

Structural Modifications and Recommendations. The Contractor shall be responsible for advising the IPM Coordinator about any structural, sanitary, or procedural modifications that would reduce pest food, water, harborage, or access. The Contractor shall be responsible for adequately suppressing all pests included in this contract regardless of whether or not the District implements suggested modifications. The District will not hold the Contractor responsible for carrying out structural modifications as part of the pest control effort. However, minor applications of caulk and other sealing materials by the Contractor to eliminate pest harborage or access may be approved by the District on a case-by-case basis. The Contractor shall obtain the approval of the IPM Coordinator prior to any application of sealing material or other structural modification.

Use of Pesticides. The Contractor shall be responsible for application of pesticides according to the label. All pesticides used by the Contractor must be registered with the U.S. Environmental Protection Agency (EPA) and by the State of Texas. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, state and local laws and regulations.

The Contractor shall adhere to the following rules for pesticide selection and use:

A. Non-pesticide Products and Their Use: The Contractor shall use non-pesticidal methods of control wherever possible. For example:

• Portable vacuums rather than pesticide sprays shall be used for initial cleanouts of cockroach infestations, for swarming (winged) ants and termites, and for control of spiders in webs wherever appropriate.

• Trapping devices rather than pesticide sprays shall be used for indoor fly control wherever appropriate.

B. Application by Need: Pesticide application shall be according to need and not by schedule. As a general rule, application of pesticides in any inside or outside area shall not occur unless visual inspections or monitoring devices indicate the presence of pests in that specific area. Preventive pesticide treatment of areas where surveillance indicates a potential insect or rodent infestation, are acceptable on a case-by-case basis, as approved by the IPM Coordinator.

C. Pesticide Products and Their Use: When it is determined that a pesticide must be used in order to obtain adequate control, the Contractor shall employ the least hazardous material, most precise application technique, and minimum quantity of pesticide necessary to achieve control.

When selecting pesticide products, highest priority shall be given to use of products on the Green and Yellow Lists, in that order, according to the criteria established in the most recent Structural Pest Control Board definitions of these products: Containerized and other types of crack and crevice-applied bait formulations, rather than sprays, shall be used for cockroach and ant control wherever appropriate.

As a general rule, liquid aerosol, or dust formulations shall be applied only as

crack and crevice treatments with application devices specifically designed or modified for this purpose. "Crack and crevice treatment" is defined in this contract as an application of small amounts of insecticides into cracks and crevices in which insects hide or through which they may enter a building.

Application of pesticide liquid, aerosol, or dust to exposed surfaces, and pesticide space sprays (including fogs, mists, and ultra-low volume applications), shall be restricted to unique situations where no alternative measures are practical. The Contractor shall obtain the approval of the IPM Coordinator prior to any application of pesticide liquid, aerosol, or dust to exposed surfaces, or any space spray treatment. The Contractor shall take all necessary precautions to ensure student and staff safety, and all necessary steps to ensure the containment of the pesticide to the site of application.

D. Pesticide Storage/Disposal: The Contractor shall not store, or dispose of, any pesticide product on District property.

E. Pesticide Sales and Distribution: The Contractor shall not sell, share, or make available any pesticide products to any non-licensed District employee.

Rodent Control. As a general rule, rodent control inside occupied buildings shall be accomplished with trapping devices. All such devices shall be concealed out of the general view and in protected areas so as not to be affected by routine cleaning and other operations. Trapping devices shall be checked on a schedule approved by the IPM Coordinator. Trapping shall not be performed during periods when maintenance will be delayed by holidays, weekends, etc. The Contractor shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate and timely manner. In circumstances when rodenticides are deemed essential for adequate rodent control inside occupied buildings, the Contractor shall obtain the approval of the IPM Coordinator prior to making any interior rodenticide treatment. All rodenticides, regardless of packaging, shall be placed either in locations inaccessible to children, pets, wildlife, and domestic animals--or in EPA-approved, tamper-resistant bait boxes. As a general rule, rodenticide application outside buildings shall emphasize the direct treatment of rodent burrows, wherever feasible.

Frequency of bait box servicing shall depend upon the level of rodent infestation. All bait boxes shall be maintained in accordance with EPA regulations, with an emphasis on the safety of non-target organisms. The Contractor shall adhere to the following rules:

. All bait boxes shall be placed out of the general view, in locations where they will not be disturbed by routine operations.

. The lids of all bait boxes shall be securely locked or fastened shut.

. All bait boxes shall be securely attached or anchored to the floor, ground, wall, or other surface, so that the box cannot be picked up or moved.

Bait shall always be placed in the baffle-protected feeding chamber of the box and never in the runway of the box.

All bait boxes shall be labeled with the Contractor's business name and address, and dated by the Contractor's technician at the time of installation and at each servicing.

Program Evaluation. The District will continually evaluate the progress of this contract in terms of effectiveness and safety, and will require such changes as are necessary. The Contractor shall take prompt action to correct all identified deficiencies.

Quality Control Program. The Contractor shall establish a complete quality control program to assure the requirements of the contract are provided as specified. Within

(5) working days prior to the starting date of the contract, the Contractor shall submit a copy

of his program to the District. The program shall include the following items:

A. **Inspection System:** The Contractor shall develop a system for monitoring the effectiveness of the services provided to the District. The purpose of this system is to detect and correct deficiencies in the quality of services before the level of performance becomes unacceptable and/or District or health department inspectors identify the deficiencies.

B. **Quality Control Checklist:** A quality control checklist shall be used in evaluating contract performance during regularly scheduled and unscheduled inspections. The checklist shall include all buildings or sites serviced by the Contractor as well as every task required to be performed.

C. **Quality Control File:** A quality control file shall contain a record of all inspections conducted by the Contractor and any corrective actions taken. The file shall be maintained throughout the term of the contract and made available to the District upon request.

D. **Inspectors:** The Contractor shall state the name(s) of the individual(s) responsible for performing the quality control inspections.

Attachments should include list of sites for which pest control services are to be performed, plus a copy of the HOSPITAL IPM Policy.

SUPPLEMENTARY SERVICES SPECIFICATION**BF** **PEST CONTROL****CONTENTS**

BF 01	SCOPE
BF 02	STANDARDS
BF 03	SAFETY REQUIREMENTS
BF 04	INITIAL PEST CONTROL PROCEDURE
BF 05	MONITORING AND REPORTING OF PEST CONTROL STATUS
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BF 01 **SCOPE**

This Specification covers the application of pesticides and herbicides in the facility(ies) set out in the Project Specification for the purpose of pest control. Pest control, in this instance, shall imply the eradication of pests which cause structural and other damage to buildings and installations at the facility in question.

Structural damage shall include:

- Damage to the structural elements of buildings.
- Damage to finishes of buildings.
- Damage to building electrical installation.
- Damage to building wet services (plumbing and drainage)

BF 02 **STANDARDS**

The following standards and publications contain provisions, which, through reference in this text, constitute provisions of this specification. The most recent editions of the standards indicated below shall be used:

CODE	DESCRIPTION
SANS 10072	Code of practice for the safe use of household insecticides and agricultural remedies.
SANS 10124	Code of practice for the application of certain soil insecticides for the protection of buildings.
SANS 10133	Code of practice for the application of pesticides in food handling, food processing, and catering establishments.

CODE	DESCRIPTION
SANS 10080	Code of practice for the rodent proofing of buildings.
SANS 10005	Code of practice for the preservation treatment of timber.
SANS 10206	Code of practice for safety procedures for the disposal of surplus pesticides and associated toxic waste.
SANS 10204	Code of practice for the application of fumigants.
National Departments of Agriculture Publication	A guide to the control of household and industrial pests.

BF 03 SAFETY REQUIREMENTS

No pesticide shall be used for any purpose other than that recommended on the manufacturer's label of the pesticide container. All warnings and precautions set out on the manufacturer's label shall be adhered to. The manufacturer's label shall never be removed from the container.

A Pest Control Operator shall be appointed by the Contractor and the relevant certification, as specified in sub clause BE 08.03 below, shall be submitted to the Engineer before the first pesticide application.

The Pest Control Operator (PCO) will at all times ensure that pesticides are kept secure and out of reach of the general public. The PCO shall be responsible for the safe disposal of surplus pesticides as well as all empty pesticide containers.

The PCO will further ensure that no member of the general public is at any time in danger of being contaminated with the pesticide. Should a member of the general public be contaminated the PCO will immediately follow the first-aid and emergency treatment outlined in the standards.

BF 04 INITIAL PEST CONTROL PROCEDURE

BF 04.01 COMPILING OF A PEST CONTROL PROGRAMME

Before any pest control is to be administered the Contractor shall inspect the various buildings and installations at each facility and subsequently compile and submit a report, to the Engineer, detailing the comprehensive preventative pest control programme to be implemented.

The report submitted to the Engineer shall include but shall not be limited to the following:

- (a) The status of the pest infestation of the various buildings and installations at each facility.
- (b) The initial "clean up" procedure to be implemented.
- (c) The procedures of how to close off all entry points for rodents.
- (d) The routine monitoring and reporting procedures.
- (e) Estimated costs for the above.

BF 04.02 **INITIAL "CLEAN UP" AND RODENT PROOFING**

The Contractor shall implement the initial "clean up" procedure and the rodent proofing of the various installations, as described in the pest control programme, buildings and only after instructions from the Engineer have been obtained.

BF 05 **MONITORING AND REPORTING OF PEST CONTROL STATUS**

The status of pest infestation shall be monitored. The Contractor shall compile a report on the condition as well as recommendations at the intervals specified in the Particular Specifications. The report shall include but shall not be limited to the following details:

- (a) Report on the type and status of damage caused by pests.
- (b) Report on the visual observation of the presence of pests.
- (c) Report on the pest control monitoring results.
- (d) Report on the standing of the preventative pest control.
- (e) The recommended pest control procedure.

This report is to be submitted to the Engineer. Only upon instruction from the Engineer shall the recommended pest control procedures be implemented.

If, at any intermediate period, the need for pest control should arise the Contractor shall submit a report and recommendations to the Engineer and await his instructions.

BF 06 **PREVENTATIVE PEST CONTROL**

The Contractor shall administer preventative pest control as often as required but in accordance with the intervals specified by the manufacturer of the pesticide.

The Contractor shall report on the standing of pest activity and damage caused by the pests after each inspection as outlined in clauses PFE 02, PFE 03, PFE 04 and PFE 05 of Particular Specification PFE. The report is to be submitted to the Engineer (as in clause BF 05 above). The Contractor shall obtain the permission of the Engineer before any additional preventative pest control is to commence.

BF 07 **TRAINING OF EMPLOYER'S PERSONNEL**

Pests are attracted to areas where food and water are in abundance. Good housekeeping techniques can improve the likelihood of keeping an area pest free. It is therefore essential to train the Employer's relevant personnel in the essential housekeeping techniques. The objectives of the training shall be to ensure that the following be achieved:

- (a) The identification of possible attractions for pests.
- (b) The elimination of waste disposal situations which may attract pests.
- (c) Reducing the overall cost of pest control by keeping the areas as clean and pest free as achievable.

The training course shall be in accordance to the Additional Specification SD: General Training and shall furthermore include at least the following:

- (a) The effective methods of waste disposal in order not to attract pests.
- (b) The effective methods of storing foodstuffs in order not to promote the nesting and infestation of pests.
- (c) Cleaning of facilities to avoid attracting pests.

The Contractor is to develop a training syllabus in accordance with Additional Specification SD: General Training. The training syllabus shall include but shall not be limited to the following information:

- (a) The effective methods of waste disposal in order not to attract pests.
- (b) The effective methods of storing foodstuffs in order not to promote the nesting and infestation of pests.
- (c) Cleaning of facilities to avoid attracting pests.
- (d) General information about the various pests which may be found at the facility.

BF 08 LOGGING AND RECORDING

The Contractor shall institute a logging and recording system as part of his management control plan. This shall consist of a file containing the particulars as described in detail below:

BF 08.01 PESTICIDE QUALITY

A sample of each batch of each type of pesticide used shall be taken and stored in a sealed clean glass container. The container shall be clearly marked. These samples are to be kept in safe and appropriate storage by the Contractor in case of a dispute arising from insufficient control of vermin or contamination of any sort.

BF 08.02 LOGGING OF PESTICIDE APPLICATIONS

After each application of pesticides a Pesticide Application Log Sheet (Form PC-1, that forms part of this specification) is to be completed and submitted to the Engineer. The Pesticide Application Log Sheet (Form PC-1) includes the following details:

- Name of the pest control operator
- Name and address where the pesticide application was administered
- Date of the pesticide application
- Manufacturer of the pesticide
- Pesticide name and active ingredient
- Batch identification of the pesticide
- Formulation and concentration of the pesticide
- The pest and type of control aimed at
- Type of application i.e. residual spray, fumigant, bait etc
- Area of application
- Quantity of product used



health

Department:
Health
PROVINCE OF KWAZULU-NATAL

Physical Address: R614 Wartburg Road, Ozwathini, 3242
Postal Address: Private Bag X215, Ozwathini, 3242
Tel: 032-294 8000 Fax: 032-294 0126 Email: andy.rampersadh@kznhealth.gov.za
www.kznhealth.gov.za

DIRECTORATE: MAINTENANCE (PEST SERVICES)

Pest Control Checklist

A record of all pest control measures carried out by the licenced Pest Control Operator should be kept in a file together with photographs and made available to the Health Department to Review during inspection. This form will assist you in tracking pest control activity and is based on Integrated Pest Control best practices.

Name of Establishment/ Section: _____

Management of Physical Facility	Yes	No
Is there debris or garbage accumulation around outside of building?		
Are outside garbage containers clean and properly covered?		
Are the doors or other openings to the outside of the building tightly fitted (no visible light showing through)?		
Are all screens for windows and doors in place and tight fitting and in good repair?		
Is there an accumulation of spilled food, liquid, or dust?		
Do all food containers have lids?		
Are all interior garbage's being emptied and removed from the facility daily?		
Are all food products stored off the floor?		
Are all hard to reach areas of the facility (under grill lines, prep tables, and shelving units) being cleaned on a frequent enough basis to prevent build up?		
Are dirty dishes being cleaned prior to the facility being closed at night?		
Investigating for Evidence of Pests	Yes	No

Is there any evidence of mouse droppings or mouse urine staining?		
Are chew marks visible on any boxes or materials in the facility?		
Are there insects present on sticky traps throughout the facility?		
Is there evidence of nesting (piles of dust, debris, insulation etc in quiet areas)?		
Are cupboards fumigated		
Fumigation of linen store		
Fumigation of DB		
Fumigation of waste services		
Fumigation of offices (Duty room)		
Fumigation of kitchen areas (fat traps , drains and outlets)		
Fumigation of open spaces in ceilings		
Fumigation of all electrical Control panels		
Replacement of baits to bait traps		
Fumigation of passages and waiting areas		
Fumigation of residential areas (attach list of fumigated areas		
ictures for all fumigation to be attached to report		

If your answer to any of the above falls into a shaded area, please describe below what corrective actions you have taken: _____

Completed by (manager/supervisor): _____ Date: _____

Approved by Section Head): _____ Date: _____

CLINIC/HOSPITAL LAND SIZE, STREET ADDRESS AND PLOT NUMBERS

CLINIC	SITE SIZE	CLINIC SIZE	ACCOMMODATION SIZE	PARKHOMES SIZE	TOTAL BUILDING SIZE	PLOT NO	STREET ADDRESS
EFAYE	5976.64m ²	519.75 m ²	232.30 m ²	-	752.05 m ²		
EMTULWA	27876 m ²	588 m ²	909 m ²	-	1497 m ²		
BAMBANANI	4704 m ²	221.61 m ²	262.58 m ²	31.36 m ²	515.55 m ²		
GUMISA.	11068.36 m ²	348.81 m ²	304.04 m ²	174 m ²	826.85 m ²		
STEZI	4888.92 m ²	316.48 m ²	172.57 m ²	28.2 m ²	517.25 m ²		
APPELSBOSCH HOSPITAL	54005.61 m ²	5572.81 m ²	1678.1 m ²	1654.34 m ²	18905.25 m ²		
APPELSBOSCH DR'S QUARTERS	27200m ²	Nil	769 m ²	283.2m ²	1052.2 m ²		
CRAMOND	4500 m ²	220 m ²	NIL	NIL	220 m ²		
EMAMBEDWE NI	10000 m ²	320 m ²	100 m ²	NIL	420 m ²		