



Quotation Advert

Opening Date: 13/05/2024
Closing Date: 27/05/2024

Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: Eshowe Hospital
Province: KwaZulu-Natal
Department of entity: Department of Health
Division or section: Central Supply Chain Management
Place where goods/ Eshowe District Hospital
Date Submitted: 10/05/2024

ITEM CATEGORY AND DETAILS

Quotation number: ESW/15/25
Item Category: Services
Item Description: Cleaning of hospital garden and grounds including and one standalone house


COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Compulsory Site Meeting
Date: 16/05/2024
Time: 10:00 am
Venue: Doctors tea room

QUOTES CAN BE COLLECTED FROM: KZNhealth Website

QUOTES SHOULD BE DELIVERED TO: Tender box next to security pedestrian gate

ENQUIRIES REGARDING ADVERT MAY BE DIRECTED TO:

Name : Mr B Zulu/ Ms N Qwabe
Email : Nonhlanhla.qwabe@kznhealth.gov.za
Contact number : 0354734597/4664
Finance Manager: Ms NZB/Khanyile
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.

**SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE
COMPLETION OF BIDDING FORMS**

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids 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 bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialled.
13. Use of correcting fluid is prohibited.
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. 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.

OFFICIAL SITE INSPECTION CERTIFICATE

N. B.: THIS FORM IS ONLY TO BE INCLUDED AND COMPLETED WHEN APPLICABLE TO THE QUOTE.

Site/building/institution involved: **ESHOWE DISTRICT HOSPITAL**

Quote No: ESW/15/25

Service/Goods or Works: MAINTENANCE AND CLEANING OF GARDENS AND GROUNDS FOR ESHOWE DISTRICT HOSPITAL AND 1 (ONE) STAND ALONE HOUSE

THIS IS TO CERTIFY THAT (NAME)

ON BEHALF OF

VISITED AND INSPECTED THE SITE ON: 2024-05-16 @10h00

ATTENDED THE SITE INSPECTION AND IS THEREFORE FAMILIAR WITH THE CIRCUMSTANCES AND THE SCOPE OF THE SERVICE TO BE RENDERED.

.....
SIGNATURE OF QUOTEDER OR AUTHORISED REPRESENTATIVE
(PRINT NAME)

DATE:

.....
SIGNATURE OF DEPARTMENTAL REPRESENTATIVE
(PRINT NAME)

.....
DEPARTMENTAL STAMP:

DATE:

DECLARATION OF QUOTEDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Quotation Document must form part of all quotes invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The quote of any bidder may be disregarded if that quoted, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. Failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the quote.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	<input type="checkbox"/>	<input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	<input type="checkbox"/>	<input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	<input type="checkbox"/>	<input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND
CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN
AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SPECIAL TERMS AND CONDITIONS

1. ACCEPTANCE OF QUOTE

- 1.1 The Institution Quote Adjudication Committee is under no obligation to accept the lowest or any quote.
- 1.2 Only bidder that fully meets the specification and all conditions contained in this document shall be accepted.
- 1.3 The successfully bidder shall be notified of the decision of the Quotation Adjudication Committee.
- 1.4 The contract shall be concluded between institution and the successful Service Provider.

2. AWARD OF QUOTE

- 2.1 The Facility Quote Adjudication Committee reserves the right to award the quote to:
 - (i) Companies located in a specific district;
 - OR
 - (ii) Companies located in a specific municipal area; and
 - OR
 - (iii) Companies located in a rural area.

3. CENTRAL SUPPLIERS DATABASE

A bidder who has submitted an offer and who is not registered on the Central Suppliers Database will not be considered.

4. CHANGE OF ADDRESS

The successful bidder must advise the Institution should their address (*domicilium citandi et executandi*) details change from the time of quote to the expiry of the contract.

5. CHECKING OF SERVICE

- 5.1 Checking of the service shall be done by the nominated supervisory staff at the Institution, as well as by the Contractor himself/herself on a weekly basis in consultation with one another. A weekly basis shall be from a Monday to a Friday any day. The inspection must take place and must be arranged with the institution and *vice versa*. The result of the inspection must be documented by the Institution representative and signed by both parties.
- 5.2 The responsible personnel, Department of Health KwaZulu-Natal, shall be entitled at any time to inspect the service rendered by the Contractor, in order to ensure that the service rendered is in accordance with the purported execution of the contract.
- 5.3 Head: Department of Health KwaZulu-Natal representative may require from the Contractor, at any time, that any of his/her employees be replaced, in which case the Contractor shall remove the worker summarily from the Institution and the Department will not be held responsible for any damage or claims which might arise because of this and the Contractor indemnifies the above party against any such claims and legal expenses.

6. CONTRACT PRICE

The contract price per month will be taken as fixed (not open to an increase) for the first year of the contract.

7. COMPULSORY REGISTRATION CERTIFICATE

- 7.1 The bidder must submit certified copy of a registration certificate with CIPC and proof of registration with Central Supplier Database.
- 7.2 Original Tax Clearance certificate Failure to submit will invalidate the quotation submitted.
- 7.3 Original or Certified copy of BBEE certificate, failure to submit will prevailed the bidder not to be allocated preference points

8. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

8.1 It is the responsibility of the Contractor to ensure that his/her staff:

8.1.1 Presents a presentable image and is attired in an appropriate uniform.

8.1.2 Shall not argue with visitors and staff or be discourteous to them.

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

8.1.5 No information concerning the facilities activities may be furnished to the public or news media by the Contractor or his/her employees without the express written permission of the Facility Management

8.1.6 No information concerning the institution's activities may be furnished to the public or news media by the Contractor or his/her employees without the express written permission of the Facility Management

9. DUTY SHEET

9.1 PURPOSE

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

9.1.2 The contractor shall make available at the institution, a fully expounded duty sheet per duty point.

10. EMPLOYMENT OF MEMBERS OF THE LOCAL COMMUNITY

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

11. HOURS OF ATTENDANCE

11.1 Staff employed for the purpose of the contract must be in attendance five (5) days per week between hours: 07:30 to 16:00. Monday to Friday (Excluding public Holiday)

11.2 Breaks and lunches to be discussed with the institutional Management. Times stipulated above may change as a result thereof.

12. LABOUR UNREST INCIDENTS

12.1 DEFINITION

When staff members of the institution, or staff of the contractor, are engaged in strikes, unrest or intimidation.

12.2 LABOUR UNREST AT THE INSTITUTION

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

13. LETTER OF ACCEPTANCE

Acceptance of the quote shall be in writing by a duly authorized official of the Department of Health.

14. MINIMUM WAGES

It is expected that the contractor shall pay his/her employees at least a minimum monthly basic wage, as prescribed for in the National Minimum Wage Act no. 9 of 2018. The department reserve the right to verify the amount quoted by the bidders in terms of this Act. Non-compliance to the legislation will invalidate the quote submitted.

15. MISCELLANEOUS

- 15.1 The Contractor shall only employ thoroughly efficient and staff of good character on Institutional premises. The Contractor's staff shall not sell or buy any items to/from any Institutional patient or staff member.
- 15.2 If in the opinion of the Facility Management any person employed by the Contractor misconducts himself/herself, or is likely to cause or has caused quarrelling, or delays, the Contractor, when so directed in writing by the Facility Management, shall at once remove that person/s from the facilities premises and shall not allow him/her to return without the written permission of the Facility Management.
- 15.3 The Facility Management, or his/her representative may at any time inspect the Contractor's work and/or performance. Should he/she or the representative consider the standard unsatisfactory and contrary to the contract or specification he/the representative will notify the Contractor accordingly in writing and the Contractor shall rectify the defect, to the standard required by the contract specification and Special Contract Conditions within seven (7) days at his/her own cost. In the event of the Contractor disregarding the representative's instructions for a period of seven (7) days, the Facility Management or his/her representative is at liberty forthwith to employ other workmen to perform the work or cause the work to be performed and to charge any expense thereby incurred to the Contractor or to deduct it from any sum due or to become due to the Contractor. The Institution also reserves the right to cancel the contract should the contractor not rectify the breach within 7 days.
- 15.4 The equipment used by the Contractor must be kept in a safe condition, and the use of such shall not prejudice the health and safety of the staff and the general public.
- 15.5 The Contractor is responsible for providing all his/her own equipment, materials, consumables etc.
- 15.6 The facility will provide electrical power (220 volt, 15 amp) if required, and water to the Contractor, free of charge, by means of existing plugs and taps. Every electrical appliance shall be operated through a plug-in earth leakage protection device. The Contractor is advised that fire hoses may only be used for their *bona fide* fire fighting purposes. All other fuel and batteries necessary shall be provided by the Contractor.

- 15.7 The facility will provide existing toilet facilities free of charge, to the staff of the Contractor, but will not be responsible for providing living accommodation for his/her staff. No staff may be housed on the premises.
- 15.8 Whilst on the premises, the Contractor's staffs are to be limited to the areas where they are required to perform their duties and will under no circumstances be permitted to enter areas outside the contract area.
- 15.9 The Contractor will under no circumstances be permitted to employ child labour to perform any duties in respect of the contract.
- 15.10 The Department will terminate the contract in the event of the Contractor breaching any of the conditions of the contract or rendering continuous unsatisfactory service. In such event the Head of Department shall have the right to recover from the Contractor any losses which the Department may have suffered as a result of the failure, without prejudicing any other rights the Department may have.
- 15.11 The Contractor shall render a gardens and grounds service of a norm and standard required by the specification and the Conditions of the Contract.
- 15.12 Once a month the Contractor shall have formal discussions with the Facility Manager. Minutes of the meetings shall be taken and kept by the Facility Manager for record purposes.
- 15.13 A supervisor from the Contractor shall visit the site on a weekly basis and report to the Contact Person at the Institution to resolve any problems
- 15.14 The Contractor shall comply with the relevant requirements of the Occupational Health and Safety Act as amended and all appliances shall conform with SABS/SANS. Safety harnesses shall comply with SABS/SANS 809. The equipment used by the Contractor must be kept in a safe condition, and the use of such shall not prejudice the health and safety of the staff, patients and the general public.
- 15.15 The Contractor is responsible for providing all his/her own equipment, materials and consumables.
- 15.16 Access to the Institution premises is subject to the Control of Access to the Public Premises and Vehicle Act, 1985 (No. 53 of 1985) as amended from time to time, and the Contractor is expected to make himself/herself familiar with the contents of the said Act.
- 15.17 In the event of the property of the department being damaged or the staff and being injured or killed by the Contractor or his/her staff, the said Contractor shall be liable to the department for any damages or loss suffered by the department. The Contractor shall further indemnify the department against any claim or loss suffered by the department as a consequence of the damages, injuries or death of such staff or patients.

16. MONITORING OF SERVICE

- 16.1 Monitoring of service shall be done by the Contractor himself/herself on a weekly basis to monitor the performance of the contract and report to the contact person at the Centre to resolve any problems.
- 16.2 The responsible personnel, of the institution, shall be entitled at any time to check the service rendered by the Contractor, in order to ensure that the service rendered is in accordance with the contract.

17. PAYMENT

- 17.1 The Contractor shall furnish the Institution with an invoice upon fulfilment of obligations stipulated in the contract.
- 17.2 Payments shall be made promptly by the Institution, but in no case later than thirty days (30) days after submission of an invoice or claim by the Contractor.
- 17.3 Payments will be made in Rand unless otherwise stipulated.

18. SITE INSPECTION

- 18.1 Contractors are advised to visit site to acquaint themselves with the site and layout of the institution as no claim on the grounds of ignorance of the locality /siting or access to the institution will be entertained later.
- 18.2 It is compulsory for the bidder to attend the site meeting on the date and time as advertised. Failure to do so will invalidate the bidders offer.

19. STAFF EQUIPMENT

The successful Contractor shall ensure that each member of his/her staff at the Institution shall at all times, when on duty; be fully equipped with:

- 19.1 A neat and clearly identifiable uniform from the Contractor.
- 19.2 A clear identification card from the Contractor, with the staff's photo and identification details on it, worn conspicuously on his/her person at all times whilst on the premises of the Institution.
- 19.3 The required safety equipment whilst working with machinery.

20. TAX CLEARANCE CERTIFICATE

- 20.1 An original Tax Clearance Certificate must be submitted with the quote before the closing date and time of the quote. Failure to submit an original and valid Tax Clearance Certificate will invalidate the bidder's quotation.
- 20.2 The Institution will verify the validity of the successful bidder Tax Clearance Certificate before any agreement or contract is entered into. The South African Revenue Services will clear the Tax Clearance Certificate.

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

- 21.1 The Contractor is responsible for the training of his/her staff at the Institution in respect of the application of the guidelines of the emergency plan which shall be provided to him/her by the Institution.
- 21.2 The Contractor must ensure that training on correct use of equipment and proof thereof must be submitted to the Institutional Management for record purposes.
- 21.3 It is a responsibility of the contractor to provide first aid requirements to its employees.
- 21.4 Proper training must be done by the Contractor on the correct use of either the chemical or cleaning material prior to utilization by staff.

ESW/15/25

Bidders Initials _____

22. UNSATISFACTORY PERFORMANCE

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

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

(a) Make a recommendation for the cancellation of the contract concerned.

23. VALIDITY PERIOD AND EXTENSION THEREOF

The validity (binding) period will be 90 days from close of quote. However, circumstances may arise whereby the department may request the bidder to extend the validity (binding) period. This will be done in writing.

24. VAT

24.1 Regardless whether your business is registered as a VAT Vendor or not, the quote price must be inclusive of VAT.

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

- (a) The words "tax invoice" in a prominent place;
- (b) The name, address and registration number of the supplier;
- (c) The name and address of the client;
- (d) An individual serialized number and the date upon which the tax invoice is issued;
- (e) A description of the services supplied;
- (f) The quantity of the services supplied;
- (g) The contract number;
- (h) The order number

ANNEXURE A

GENERAL CONDITIONS OF CONTRACT (GCC)

TABLE OF CLAUSES

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Bidders Initials _____

General Conditions of Contract

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.

"Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.15 "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.

1.16 "Local content" means that portion of the bidding price which is not included in the imported content, provided that local manufacture does take place.

1.17 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.18 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.18 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.19 "Project site," where applicable, means the place indicated in bidding documents.

1.20 "Purchaser" means the organization purchasing the goods.

1.21 "Republic" means the Republic of South Africa.

1.22 "SCC" means the Special Conditions of Contract.

1.23 "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.

1.24 "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 for the account of the bidder.

Bidders Initials _____

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 supplied goods.

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

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (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 contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its 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.

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 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.

23.5 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.

23.6 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 anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or 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.



SPECIFICATION: MAINTENANCE OF GARDENS AND GROUNDS

SPECIFICATION FOR MAINTENANCE AND CLEANING OF GARDENS AND GROUNDS ESHOWE DISTRICT HOSPITAL AND 1 (ONE) STAND ALONE HOUSES

HOURS OF ATTENDANCE MUST BE MONDAY TO FRIDAY EXCLUSIVE OF PUBLIC HOLIDAYS

CONTRACT DURATION: 06 MONTHS (01 JULY 2024 TO 30 DECEMBER 2024)

NUMBER OF CLEANERS REQUIRED: 05 PERSONNEL

Monday to Friday (Day shift): 07h00 to 16h00 (Rotating between EDH and 1 House),

NB: It is the duty of the Service Provider to ensure that the number of workers as stipulated on the specification or terms of reference is always present at all times, where staff is not on duty, the Service Provider must make provision for relievers.

Lunch/ meals/ teas breaks will be negotiated with the Institutional Management. Hours of attendance stipulated above may change as a result thereof.

ADDRESSES OF WORK:

Eshowe district hospital- Kangelana Street, Eshowe 3815

House no.1 – CEO, House. 40 Kangelana Street Eshowe 3815

1. SCOPE OF WORK

Areas of responsibility are as follows:

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

WEED DEFINITION

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

2. SPECIFICATIONS

GRASSED AREA MAINTENANCE

- 2.1 Prior to mowing all grassed areas are to be cleared of paper, rubbish, large stones, tree branches and other obstacles.
- 2.2 All grassed areas including nature strips adjoining the property are to receive the attention required on each scheduled visit.
- 2.3 Grass & weeds are to cut to a height considered normal for grassed areas or as directed (approx 50 – 70mm). Height of grass and weeds are not to exceed 150mm.
- 2.4 Lawn edges to buildings, paths, fences or other structures and garden beds are to be trimmed and to the level with the adjacent mowed area.
- 2.5 Edges shall be trimmed to reveal the edge of the path, kerb and fence lines.
- 2.6 Grass around trees and shrubs in lawn area to be trimmed to the butt of the tree or shrub.
- 2.7 At these locations (with approval) spraying of herbicides may be used to control the grass, particular care to be taken not to ring bark and tree or bush.
- 2.8 Pathways, ground gutters and gutters are to be swept/blown clean after the completion of mowing.
- 2.9 All grassed areas to be mowed in accordance with relevant Job Safety Analysis where required.
- 2.10 Any recommendations for improvements to property lawn/grassed areas are to be discussed with relevant site manager.

GARDEN BED MAINTENANCE (GARDENING AND WEEDING)

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

TREE WORK (OTHER THAN THAT IN THE REGULAR GARDEN MAINTENANCE)

- 2.15 Tree branches are to be trimmed to provide a vertical clearance from the drive way and car parking surfaces of 4 metres (unless otherwise specified for special requirements)
- 2.16 Trees and shrubs are to be pruned to a height of 4 metres to avoid interference to pedestrians, cars, cyclists and vehicles
- 2.17 Corridor clearance at entry/exit to site / property to be maintained for the safety of pedestrians / vehicle traffic.
- 2.18 Fallen trees, shrubs and dead foliage are to be cut out and removed as requested by the institution. Upon removal of shrubs, replacement works are to be put in place with the agreement of institution

- 2.19 All mature & juvenile trees are to be pruned in accordance with relevant Job Safety Analysis' (As per your JSA's regarding safe use of chainsaws, chippers, etc.) and environmental standards.
- 2.20 Trained personnel to carry out advanced tree works at the request of Institution.

CAR PARK / PATHWAY MAINTENANCE

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

MULCHING

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

SITE CLEAN-UP

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

PERIMETER FENCE

- 2.36 The interior area around perimeter must be cleared of alien vegetation; weeds and vines growing on mesh fencing must be poisoned and removed.
- 2.37 2 metre inside and outside area around perimeter fence must be kept clear as stipulated by the institution.
- 2.38 All garden refuse to be removed from site on a weekly basis in line with the accepted waste management practises.
- 2.39 During the relevant dormant or low growth periods, all areas are to be kept free of leaves and to be raked during the Autumn/Winter seasons.

- 2.40. During the course of the contract, the Contractor is to allow for the poisoning of all weeds and foreign grasses. Only the growth of recognised grasses is to be encouraged. The Contractor is to supply all the necessary poisons and store them according to Hazardous Substances Act, 1973 (Act 15 of 1973) and regulations under the Act.

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

- 2.41. The planting of additional grass will not form part of the contract. It must first be discussed with the Contact Person at the Institution and if necessary, a separate order will be issued for the planting of grass.
- 2.42. Leaves from trees must not be allowed to accumulate. Rake up, pack into refuse bag and remove from facility to disposal site.

SITE IMPROVEMENTS AND PERIODICAL REPLANTING WORKS

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

SAFETY

OH&S Requirements

- 2.43 Personnel to wear appropriate personal protective equipment (PPE) as each job requires –e.g. gloves, safety boots, earmuffs, boiler suits (x3), H/D aprons, rain suits, sunhat & face shield.
- 2.44 All safety procedures as outlined in JSAs are to be adhered to for the protection of not only the worker, but for any relevant personnel & the public also. Job safety analysis sheets to be submitted.
- 2.45 All staff to undergo medical surveillance once in two years.
- 2.46 Letters of good standing with Department of Labour in terms of Occupational Health and safety must be submitted.

OBJECTIVE EVALUATION CRITERIA:

The Department will evaluate quotation received before the closing date and time using four (4) phases, these are peremptory requirements, should the bidder fail to comply, the bid will be regarded as non-responsive and be disqualified, namely:

- Phase 1: Minimum Compulsory Requirements
- Phase 2: Pre-qualification criteria for preferential procurement
- Phase 3: Technical Evaluation/Functionality
- Phase 4: Price and Preference Points System

Phase 1: Minimum Compulsory Requirements

NO.	REQUIREMENTS	COMPULSORY FOR PHASE 1	COMPULSORY FOR TENDER EVALUATION PURPOSES FOR PHASES 3 AND 4	FOR OFFICIAL USE ONLY		
				YES	NO	N/A
1. Prospective tenderers MUST ensure that the following Sections of the quotation document MUST be completed/adhered to, in ALL respects to qualify for the next stage of evaluation:						
1.1	Standard Quote Document					
1.2	Official Price page					
1.3	Declaration of Interest SBD 4					
1.4	General Conditions of Contract (GCC)					
1.3	Preference Points Claimed (SBD 6.1.)					
1.6	Terms of Reference [TOR] OR (Specification)					
1.7	Objective Evaluation Criteria					
2. Prospective tenderers MUST provide the following as Mandatory Requirements: Main Contractor						
2.1	The Consortium/ Joint Venture/ Partnership agreement, if applicable. (Certified Copies).					
2.2	A B-BBEE Status Level Verification Certificate/ Sworn Affidavit (For EMEs & QSEs).					
2.3	Current letter of good standing for COIDA with valid reference number (to be verified online)					
2.4	Proof of Business Address (Preferably a Utility Bill, or alternatively, a Letter from the Ward Councillor) of the Main Contractor					

Phase 2: Pre-qualification criteria for preferential procurement

The Department has identified the following prequalification criteria in respect of this bid:

1. A Tenderer having a stipulated Level 1 B-BBEE status level of contributor

Phase 3: Technical Evaluation / Functionality Criteria

No.	EVALUATION CRITERIA	WEIGHTING	SCORING (FOR OFFICIAL USE)
1.	COMPANY EXPERIENCE	20	
1.1	<p>Years of experience in cutting grass or gardens and grounds services</p> <ul style="list-style-type: none"> ○ 3 Years or more : 20 Points ○ Less than 3 years : 10 Points ○ No proof of experience : 0 Points <p>Returnables:</p> <ol style="list-style-type: none"> 1. Detailed company profile demonstrating proven experience. 2. Attach letter, contract or service level agreement for at least two traceable trade <p>References to support your experience</p>	20	
2.	FINANCIAL CAPACITY	30	
2.2	<p>Financial Capacity: Submit Letter of Good Standing from the bank indicating turnover in the past 6 months (NB: Not the current bank balance). This is to demonstrate financial capabilities of the applicant to effectively and efficiently execute the contract. Turnover amounts are scored as follows:</p> <ul style="list-style-type: none"> ✓ R300,000.00 or more for the past 6 months : 30 Points ✓ Less than R300 000.00 for the past 6 months : 15 Points ✓ No proof/letter of turnover : 0 Points 	30	
3.	LOCALITY	40	
3.1.	<p>PROOF OF LOCAL BUSINESS ADDRESS</p> <ul style="list-style-type: none"> • Head Office in, within the District : 40 points • Regional/Branch Office in Other KZN Districts: 20 Points • No proof of offices in KZN : 0 points <p>Returnables:</p> <ol style="list-style-type: none"> 1. Utility Bill / Lease Agreement for the company with Business Address / Letter from the Municipality LED Unit 	40	
4.	ROLL-OUT PLAN	10	
	<p>Detailed roll-out plan on how to execute the contract</p> <ul style="list-style-type: none"> • Project rollout activities: 10 Points • Project initiation activities: 5 Points • Key Milestones and other activities: 5 Points 		
<p>MINIMUM QUALIFYING SCORE: A Bidder that fails to obtain the 70 minimum qualifying score for functionality as indicated in the bid document is not an acceptable tender and will not proceed to the next phase 4 (a Price and Preference Points System).</p>			