



**BID DOCUMENT NUMBER: ZNB 5016/2022-H**

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**CLEANING OF BUILDINGS AND OFFICES AT MAHATMA GANDHI MEMORIAL HOSPITAL FOR A PERIOD OF SIX (6) MONTHS CONTRACT**

Name of Bidder.....

Central Supplier's Database Registration Number.....

Income Tax Reference Number.....

**COMPULSORY SITE INSPECTION DATE , TIME AND VENUE:**

Date: 24 November 2022

Time: 10H00

Venue: Mahatma Gandhi Memorial Hospital

**CLOSING DATE AND TIME:**

Date: 07 December 2022

Time: 11H00

**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)**

Central Supply Chain Management Directorate  
Old Boys School, 310 Jabu Ndlovu Street  
Pietermaritzburg  
3201

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**SECTION A: INVITATION TO BID**

**PART A**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KWAZULU-NATAL DEPARTMENT OF HEALTH**

BID NUMBER:	ZNB 5016/2022-H	CLOSING DATE:	07 DECEMBER 2022	CLOSING TIME:	11:00
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DESCRIPTION	CLEANING OF BUILDINGS AND OFFICES AT MAHATMA GANDHI MEMORIAL HOSPITAL FOR A PERIOD OF SIX (6) MONTHS
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**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

CENTRAL SUPPLY CHAIN MANAGEMENT DIRECTORATE
OLD BOYS SCHOOL, 310 JABU NDLOVU STREET
PIETERMARITZBURG
3201

**SUPPLIER INFORMATION**

NAME OF BIDDER	
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POSTAL ADDRESS	
----------------	--

STREET ADDRESS	
----------------	--

TELEPHONE NUMBER	CODE		NUMBER	
------------------	------	--	--------	--

CELLPHONE NUMBER	
------------------	--

FACSIMILE NUMBER	CODE		NUMBER	
------------------	------	--	--------	--

E-MAIL ADDRESS	
----------------	--

VAT REGISTRATION NUMBER	
-------------------------	--

TCS PIN:		<b>OR</b>	CSD No:	
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AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
--	--------------------------	--

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)
--	--------------------------	--

A REGISTERED AUDITOR	<input type="checkbox"/>	A REGISTERED AUDITOR
----------------------	--------------------------	----------------------

NAME:	
-------	--

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS / SERVICES / WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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[IF YES ENCLOSE PROOF]		[IF YES ANSWER PART B:3 BELOW]
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SIGNATURE OF BIDDER	.....	DATE	
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CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)	
--	--

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>	<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>
--	--

DEPARTMENT	KZN Department of Health	DEPARTMENT	KZN Department of Health
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CONTACT PERSON	MS N Mahlaba	CONTACT PERSON	Ms K. Mchunu
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TELEPHONE NUMBER	033-815 8386	TELEPHONE NUMBER	031 502 1719 EXT 2158
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E-MAIL ADDRESS	Scm.DemandManagement@kznhealth.gov.za	E-MAIL ADDRESS	Khethiwe.Mchunu @kznhealth.gov.za
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## PART B: TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR ONLINE	
1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).	
1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. CERTIFICATE OR SWORN AFFIDAVIT FOR MUST BE SUBMITTED TO BIDDING INSTITUTION.	
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE DEPARTMENT TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.	
2.5 IN BIDS WHERE CONSORTIA/ JOINT VENTURES/ SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.	
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS/ TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTERED AS PER 2.3 ABOVE.	

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

## **SECTION B: 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. REFER TO THE GENERAL CONDITIONS OF CONTRACT AT THE FOLLOWING WEB ADDRESS:  
[www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/default.aspx](http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/default.aspx)

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. Only black ink is allowed for the completion of the bid document. 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.
17. The bidder must initial each and every page of the bid document.

**SECTION C: AUTHORITY TO SIGN A BID**

**A. COMPANIES**

If a Bidder is a company, a certified copy of the resolution by the Board of Directors, personally signed by the Chairperson of the Board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

**AUTHORITY BY BOARD OF DIRECTORS**

By resolution passed by the Board of Directors on.....20.....,  
..... (Full name)  
(whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of  
.....(Name of Company).

**IN HIS/ HER CAPACITY AS:** .....

**SIGNED ON BEHALF OF COMPANY:** ..... (PRINT NAME)

**SIGNATURE OF SIGNATORY:** ..... **DATE:** .....

**WITNESSES:** 1 ..... **DATE:** .....  
2 ..... **DATE:** .....

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**B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)**

I, the undersigned..... (Full name) hereby  
confirm that I am the sole owner of the business trading as:  
.....(Name of Business)

**SIGNATURE**..... **DATE**.....

---

**C. PARTNERSHIP**

The following particulars in respect of every partner must be furnished and signed by every partner:

FULL NAME OF PARTNER	RESIDENTIAL ADDRESS	SIGNATURE

We, the undersigned Partners in the business trading as .....  
.....(name of partnership)

hereby authorise ..... (full name) to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and/ or contract on behalf of

.....  
**SIGNATURE**

.....  
**SIGNATURE**

.....  
**SIGNATURE**

.....  
**DATE**

.....  
**DATE**

.....  
**DATE**

---

**D. CLOSE CORPORATION**

In the case of a Close Corporation submitting a bid, a certified copy of the Founding/ Amended Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on ..... 20.....

....., (Full name)

whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of

.....(Name of Close Corporation)

Trading as .....(Trading name).

**IN HIS/ HER CAPACITY AS:** .....

**SIGNED ON BEHALF OF THE CLOSE CORPORATION:** ..... (PRINT NAME)

**SIGNATURE OF SIGNATORY:** ..... **DATE:** .....

**WITNESSES:** 1 ..... **DATE:** .....

2 ..... **DATE:** .....

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**E. CO-OPERATIVE**

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on ..... 20.....

..... (full name) whose signature

appears below, has been authorised to sign all documents in connection with this bid on behalf of .....

.....(Name of cooperative)

**SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:**

.....

IN HIS/ HER CAPACITY AS: .....

DATE: .....

SIGNED ON BEHALF OF CO-OPERATIVE: .....

FULL NAME IN BLOCK LETTERS: .....

WITNESSES: 1 ..... DATE: .....

2 ..... DATE: .....

**F. JOINT VENTURE**

If a bidder is a Joint Venture, a certified copy of the resolution/ agreement passed/ reached, signed by the duly authorised representatives of the entities, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and /or contract on behalf of the Joint Venture must be submitted with this bid, before the closing time and date of the bid.

**AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE**

By resolution/agreement passed/reached by the Joint Venture partners on.....20.....

..... (Full name)

..... (Full name)

..... (Full name)

..... (Full name)

whose signatures appear below have been duly authorised to sign all documents in connection with this bid on behalf of:  
..... (Name of Joint Venture)

IN HIS/ HER CAPACITY AS: .....

SIGNED ON BEHALF OF (ENTITY NAME): .....

SIGNATURE: ..... DATE: .....

IN HIS/ HER CAPACITY AS: .....

SIGNED ON BEHALF OF (ENTITY NAME): .....

SIGNATURE: ..... DATE: .....

IN HIS/ HER CAPACITY AS: .....

SIGNED ON BEHALF OF (ENTITY NAME): .....

SIGNATURE: ..... DATE: .....

IN HIS/ HER CAPACITY AS: .....



**SIGNED ON BEHALF OF (ENTITY NAME):** .....

**SIGNATURE:** ..... **DATE:** .....

**IN HIS/ HER CAPACITY AS:** .....

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**G. CONSORTIUM**

If a bidder is a Consortium, a certified copy of the resolution/ agreement passed/ reached, signed by the duly authorised representatives of concerned entities, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/ or contract on behalf of the Consortium must be submitted with this bid, before the closing time and date of the bid.

**AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM**

By resolution/agreement passed/reached by the Consortium on.....20.....  
..... (full name)

whose signature appears below have been duly authorised to sign all documents in connection with this bid on behalf of:

..... (Name of Consortium)

**IN HIS/ HER CAPACITY AS:** .....

**SIGNATURE:** ..... **DATE:** .....

**SECTION D: BIDDER'S DISCLOSURE (SBD 4)**

**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 interest<sup>1</sup> 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 institution? 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:

.....  
 .....

<sup>1</sup> 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.

**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 consortium 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.
- 3.4 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.
- 3.5 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.
- 3.6 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.

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

## **SECTION E: THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME (SBD 5)**

### **INTRODUCTION**

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

### **1 PILLARS OF THE PROGRAMME**

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.  
or
  - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.  
or
  - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.  
or
  - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a pro-rata basis.
- 1.3 A period of seven years has been identified as the time frame within which to discharge the obligation.

### **2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY**

- 2.1 In order to ensure effective implementation of the programme, successful tenderers (contractors) are required to, immediately after the award of a contract that is in excess of R10 million (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

### **3 TENDER SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF TENDERERS AND SUCCESSFUL TENDERERS (CONTRACTORS)**

Tenderers are required to sign and submit this Standard Tendering Document (SBD 5) together with the Tender on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub- paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful Tenderers (contractors) are required, immediately after being officially notified about any successful Tender with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Tender / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr. Elias Malapane within five (5) working days after award of the contract. Mr. Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at [Elias@thedti.gov.za](mailto:Elias@thedti.gov.za) for further details about the programme.

#### 4 PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful Tenderer (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- a. the contractor and the DTI will determine the NIP obligation;
- b. the contractor and the DTI will sign the NIP obligation agreement;
- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful Tenderer (contractor) and, therefore, does not involve the purchasing institution.

Tender number:	
Name of tenderer:	
Closing date:	
Postal address:	
Signature:	
Name (in print):	
Date:	

**SECTION F: DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE (To be completed by bidder)**

This is to certify that I

.....  
(name of bidder/authorized representative)

who represents

.....  
(state name of bidder)

am aware of the contents of the Central Supplier Database with respect to the bidder's details and registration information, and that the said information is correct and up to date as on the date of submitting this bid, and I am aware that incorrect or outdated information may be a cause for disqualification of this bid from the bidding process, and/ or possible cancellation of the contract that may be awarded on the basis of this bid.

.....  
**SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE**

**DATE:** .....

**SECTION G: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017.**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment ( ) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

**1. GENERAL CONDITIONS**

- 1.1. The following preference point systems are applicable to all bids:
  - 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 value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 1.3. Points for this bid shall be awarded for:
  - (a) Price; and
  - (b) Status Level of Contributor.

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

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

- 1.5. Failure on the part of a bidder to submit proof of Status level of contributor together with the bid will be interpreted to mean that preference points for Status level of contribution are not claimed.
- 1.6. The department reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the department.

**2. DEFINITIONS**

- a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- c) **“Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- d) **“Black Designated Groups”** has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- e) **“Black People”** has the meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act;
- f) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- g) **“Co-operative”** means a co-operative **registered** in terms of section 7 of the Cooperatives Act, 2005 (Act No. 14 of 2005);
- h) **“EME”** means an Exempted Micro **Enterprise** in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- i) **“Functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- j) **“Military Veteran”** has the meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011);
- k) **“prices” includes** all applicable taxes less all unconditional discounts;
- l) **“proof of status level of contributor” means:**
  - 1) Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the Act;
- m) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- n) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes; and
- o) **“stipulated minimum threshold”** means the minimum threshold stipulated in terms of regulation 8(1)(b).

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid



**4. POINTS AWARDED FOR STATUS LEVEL OF CONTRIBUTOR**

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

STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS (90/10 SYSTEM)	NUMBER OF POINTS (80/20 SYSTEM)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

**5. BID DECLARATION**

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

**6. STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 Status Level of Contributor: = ..... (maximum of 10 or 20 points) (Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4 and must be substantiated by relevant proof of status level of contributor.

**7. SUB-CONTRACTING**

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

- i. What percentage of the contract will be subcontracted.....%
- ii. The name of the sub-contractor.....
- iii. The status level of the sub-contractor.....
- iv. Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

v. Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential

<b>DESIGNATED GROUP: AN EME OR QSE WHICH IS AT LAST 51% OWNED BY:</b>	<b>EME</b> √	<b>QSE</b> √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped Region s or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm: .....

8.2 VAT registration number: .....

8.3 Company registration number: .....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
  - One-person business/sole propriety
  - Close corporation
  - Company
  - (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
 .....  
 .....  
 .....

8.6 COMPANY CLASSIFICATION

- Manufacturer
  - Supplier
  - Professional service provider
  - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the

- purchaser that the claims are correct;
- iv) If the status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

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

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p> <p>ADDRESS .....</p> <p>.....</p> <p>.....</p>
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## SECTION H: 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 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.

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## General Conditions of Contract

### 1. Definitions

1. 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](http://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 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 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 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) 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**  
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.  
**(NIP) Programme**
- 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.



I have read, understand and accept the General Conditions of Contract (GCC) which are binding upon me.

.....  
Signature of Bidder Representative

.....  
Date

.....  
Name of Bidder

## SECTION I: SPECIAL CONDITIONS OF BID AND CONTRACT (SCC)

**Note:** The special conditions of bid and contract referred as (SCC) are supplementary to that of the General Conditions of Contract (GCC). Where, however, the special conditions of contract are in conflict with the General Conditions of Contract, the special conditions of contract (SCC) shall prevail.

### 1. ADDITIONAL DEFINITIONS

In addition to the definitions contained in paragraph 1 of the GCC, the following terms shall be interpreted as indicated:

- 1.1. **“Accounting Officer”**: means a person described in Section 36 of the Public Finance Management Act, Act No. 1 of 1999 (As amended by Act 29 of 1999).
- 1.2. **“Centre”**: means the institution or health facility of the Kwazulu Natal Department of Health.
- 1.3. **“Contract Duration”**: means the period between the commencement and termination of the contract.
- 1.4. **“Confidential Information”**: means but is not limited to contents of the contract, or any provision thereof, or any specification, plan, know-how, drawing, pattern, sample, or information furnished by or on behalf of the Department in connection therewith, to any person other than a person employed by contractor or service provider in the performance of the contract.
- 1.5. **“Department”**: means the KwaZulu-Natal Department of Health.
- 1.6. **“Head of Department”**: means the Accounting Officer for KwaZulu-Natal Department of Health as defined in Schedule 2 Column 1 and 2 of the Public Service Act 1994 (Proclamation 103 of 3 June 1994, as amended) and section 36 of Public Finance Management Act 1999 (PFMA).
- 1.7. **“Health Facilities”**: means institution classified as Head Office, District Offices, Hospitals, Community Health Centres, Specialized centres and Clinics under the auspices of the Department of Health in the Province.
- 1.8. **“ISO Standards”**: means standards recognized by International Standard Organisation
- 1.9. **“Parties”**: means the KwaZulu-Natal Department of Health and Contractor or Service provider
- 1.10. **“Province”**: means the Province of KwaZulu-Natal.
- 1.11. **“ROE”**: means the Rate of Exchange.
- 1.12. **“SABS”**: means the South African Bureau of Standards.
- 1.13. **“SANS”**: means the South African National Standards.
- 1.14. **“Vendor”**: means **Contracted Supplier or Service Provider**

## 2. INTERPRETATIONS

In amplification of the provisions of paragraph 2 of the GCC, unless inconsistent with the context, an expression which denotes:

2.1 Any gender includes the other genders.

2.2 A natural person includes a juristic person and vice versa.

2.3 The singular includes the plural and vice versa.

2.4 When any number of days is prescribed in this Contract, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.

2.5 Figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.

2.6 Any reference in this contract to “goods” includes works and/or services.

2.7 The written and signed contract represents the final agreement between the parties and it supercedes any prior oral agreements or discussions of the Contract.

2.8 All annexures and appendices shall form part of the contract.

2.9 The headings used throughout the Contract do not have any special significance save to ensure the easy reading of the contract.

2.10 Words and phrases defined in this Contract shall bear the meaning assigned to them throughout this Contract.

2.11 Words and phrases used in this Contract which are defined or used in any statute or regulation which applies to the subject matter, professional person.

2.12 The bid is issued in accordance with Section 217 of the Constitution, The Public Finance Management Act, Treasury Regulations 16A and National Treasury regulations and guidelines.

### **3. ACCEPTANCE OF A BID**

- 3.1 The Department of Health Bid Adjudication Committee (DBAC) is under no obligation to accept any bid.
- 3.2 The financial standing of a bidder and its ability to supply goods or render services may be examined before the bid is considered for acceptance.
- 3.3 Bidders must note that the Department is committed to ensuring compliance with the government's principles of, inter alia; promoting employment and advance the social and economic welfare of all South Africans in general and in particular the people of Kwazulu-Natal by promoting equitable participation of small and medium-sized enterprises in government projects/contracts. Therefore bidders are advised that the Department shall uphold these principles and strive to promote equitable distribution of opportunities in the Department's projects. The Department shall where appropriate strive to avoid creating a monopoly by any service provider over the projects to be undertaken on the Department's behalf by prospective service providers by ensuring equitable distribution of projects to all qualifying bidders.
- 3.4 The Department of Health will enter into Contract Agreement(s) with the successful bidder(s).
- 3.5 Bidders must comply with Occupational Health and Safety Regulations at all times during operations.
- 3.6 The bidder must recruit and employ 75 % or more of the workforce from the local communities, who are South African citizens with valid identity documents and no criminal record.
- 3.7 Due to the high volume of bids normally received at the closing date and time, it is not possible for the Department to perform the public opening of bids and reading out prices offered at the closing of the bid. However, the bid opening register will be published on the Department of Health's website, once registration process completed.

### **4. COMPLIANCE WITH SPECIFICATION**

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

### **5. AWARD OF BID (S)**

- 5.1 The Department of Health Bid Adjudication Committee (DBAC) reserves the right to award the bid to one or more than one bidder, provided the respective bidders' offers comply with the specification and meets all the conditions attached to the bid. Where the bid is awarded to more than one bidder, the winning bidder shall be given the highest volume of cleaners. Other next lowest bidders considered as part of empowerment are expected to match the price of the winning bidder, should they fail to do so, the winning bidder will be allowed to proceed with all contracts. Bidders must ensure that they quote as per the stipulated price page and comply with BCCCI prescribe rates, failing which they will be disqualified, and treated as non-responsive.
- 5.2 In as much as a consolidated bid document has been issued per district by the Department, the Department Bid Adjudication Committee (DBAC) reserves the right to award the bid per each institution reference number.
- 5.3 Notification of the intention to award the bid shall be in the same media that the bid was advertised.

- 5.4 In terms of Provincial Treasury Practice Note Number: SCM-07 of 2006, Section 5: Appeal Procedure, 5.1 “A bidder aggrieved by a decision of the Departmental Bid Adjudication Committee or a delegate of an Accounting Officer may appeal to the Bid Appeals Tribunal in the prescribed manner”.

The bidder must, within five working days of the publication of the notice of intention to award, in the Government Tender Bulletin, deliver a written notification of an intention to appeal to Provincial Treasury, Secretariat, Bid Appeals Tribunal, Tel no: 033-897 4200.

After all appeals, should they be lodged, have been dealt with by the Bid Appeals Tribunal, the successful bidder (s) shall be notified in writing by a duly authorised official of the Department of Health, Central Supply Chain Management Unit. A formal contract will then be entered into by parties, using Service Level Agreement or Standard Bidding Document for formal contracts.

## **6. EQUAL BIDS**

- 6.1 If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for B-BBEE.
- 6.2 If functionality is part of the evaluation process and two or more tenderers score equal total points and equal preference points, the contract must be awarded to the tenderer that scored the highest points for functionality.
- 6.3 If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

## **7. LATE BIDS**

- 7.1 Bids are permissible to be submitted prior to closing date and time this is to avoid unfortunate or unplanned circumstances that could prevent the bidder from arriving on time during the closing date. If the bidder fail to arrive on time the department will not be held liable.
- 7.2 Bids are late if they are received at the address indicated in the bid documents after the closing date and time.

## **8. MORE THAN ONE OFFER/ COUNTER OFFERS**

- 8.1 Should the bidder make more than one offer (where applicable), against any individual item, such offer/s must be detailed in the Schedule of Additional Offer/s. The Department reserves its rights in and to the consideration of any additional offer/s subject to compliance with specification and the bidding conditions.
- 8.2 Bidders' attention is drawn to the fact that counter offers with regard to any of the abovementioned Special Conditions of Bids and Contract will invalidate such bids.
- 8.3 Bidders are at liberty to bid for one institution, a number of institutions, or for all institutions. If a bidder is not bidding for all the items, the appropriate price page must reflect: 'nil quote'.

## **9. ONLY ONE OFFER RECEIVED**

- 9.1 Where only 1 offer is received, the Department of Health will determine whether the price is fair and reasonable. Proof of reasonableness will be determined as follows:
- (i) The Department Benchmark price linked to BCCCI rate and estimate for indirect cost and profit;
  - (ii) Comparison with previous bid prices where these are available.

## **10. BARGAINING COUNCIL AND CERTIFICATE OF COMPLIANCE**

- 10.1 As the cleaning industry is regulated, the bidder must be a member of the Bargaining Council for the Contract Cleaning Industry (KwaZulu-Natal) known as BCCCI. A **valid** BCCCI certificate of registration must be submitted with a bid. The Department reserve a right to verify authenticity or validity of the certificate. **If the certificate is non-compliant with the BCCCI this will result in the bid being disqualified and treated as non-responsive.**
- 10.2 The bidder must ensure that the BCCCI certificate of compliance is valid during the bidding and contract period. The Department reserves a right to check validity of the certificate during the cause of contract, should this not be in order, the contractor will be required to correct within seven (7) business days, where this is not complied with the contract will be terminated.

## **11. B-BBEE STATUS LEVEL**

- 11.1 A status level B-BBEE verification certificate or sworn affidavit (for Exempt Micro Enterprises (EMEs) and Qualifying Small Enterprises (QSEs) must be submitted in order to qualify for preference points, where certificate is not attached the winning bidder will score zero (0) for preference points.

## **12. REGISTRATION ON THE CENTRAL SUPPLIER DATABASE (CSD)**

- 12.1 A bidder submitting an offer must be registered on the Central Supplier Database. A bidder who has submitted an offer and is not registered on the Central Supplier Database will not be considered.
- 12.2 Each party to a joint venture/ consortium must be registered on the Central Suppliers Database at the time of submitting the bid.

## **13. STATE EMPLOYEES TRADING WITH THE ORGANS OF THE STATE**

- 13.1 The Public Service Act 103 of 1994 indicates in section 30(1) that "No employee shall perform or engage himself or herself to perform remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department."
- 13.2 Furthermore, in terms of the Public Service Regulations paragraph 13(c), "An employee shall not conduct business with any organ of state or be a director of a public or private company conducting business with an organ of state, unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the Public Finance Management Act"
- 13.3 If a bidder is found to be employed by the state, through the verification of Central Supplier Database (CSD) Report or Department of Public Service and Administration (DPSA), the bid will be immediately disqualified. If it is discovered during other Computer Assisted Audit Technics, that the bidder is employed by the state, the award or contract will be immediately terminated.

## **14 TRUST, CONSORTIUM OR JOINT VENTURE**

- 14.1 In terms of the Preferential Procurement Policy Framework Act and Regulations, as amended, a Trust, Consortium or Joint Venture must submit a consolidated Status Level Verification Certificate for every separate bid.
- 14.2 A separate B-BBEE Certificate must be submitted by each company participating in the Trust, Consortium or Joint Venture.

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

## **15. SITE INSPECTION**

- 15.1 A compulsory site inspection meeting has been scheduled for all the contractors to attend as a requirement for this bid. Contractors are advised to visit sites 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.

## **16. VALIDITY PERIOD OF BID AND EXTENSION THEREOF**

- 16.1 The validity (binding) period for the bid will be **180 days** from close of bid. However, circumstances may arise whereby the department may request bidders to extend the validity (binding) period. Should this occur, the department will request bidders to extend the validity (binding) period under the same terms and conditions as originally offered for by bidders? This request will be done before the expiry of the original validity (binding) period.

## **17. CHANGE OF ADDRESS**

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

## **18. CERTIFICATE OF COMPLIANCE**

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

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

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

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

18.4 In the event of the winning bidder not being the actual manufacturer and will be sourcing the product(s) from the manufacturer, a letter from the manufacturer confirming firm supply arrangement(s) including lead times in this regard, may be required during evaluation or adjudication phase. If the bidder claim to be the manufacturer, a letter confirming that the bidder is the manufacturer may be may be required during evaluation or adjudication phase.

## **19. PERFORMANCE STANDARDS**

19.1 In amplification of paragraph 4 of the GCC, the preferred bidder shall supply the goods or equipment safe for the use, and shall not endanger or cause harm to the patients, staff and visitors of the Department:

## **20. QUALITY CONTROL /TESTING OF PRODUCTS AND GUARANTEE**

20.1 The Department and/or Institution reserves the right to have any product tested with an accredited agent in the Republic of South Africa. The quality control testing administrative procedures will be undertaken by the Department's Supply Chain Management Contract Management section.

20.2 If it is discovered that the product supplied is not in accordance with the specification where applicable the following will occur:

- i. Testing charges will be for the account of Contractor.;
- ii. Possible cancellation of the contract with Contractor.;
- iii. Reporting such negligence to the Provincial and National Treasury for listing on the Restricted Suppliers Database.

20.3 All goods supplied shall be equal in all respects to samples, patterns or specifications where such are provided. Any changes to quality or brands will have to be approved by the Department, as this is a change to the conditions of the contract.

20.4 Should the Department, after the award of the Contract and/or during the manufacture of the goods specified, decide on a variation or alteration to the specification, either at the suggestion of Contractor or otherwise, which will be to the Department's advantage, such variation or alteration shall be performed to the Department's satisfaction. Any variation in the Contract Price arising there from shall be subject to agreement between the Department and Contractor. The variation shall comply with thresholds as prescribed by National Treasury regulations.



20.5 Contractor shall not be relieved of its obligations with respect to the sufficiency of the materials and workmanship and the quality of the goods supplied by the reason of no objection having been taken thereto by the Department's Representative at the time the goods were delivered.

20.6 If any dispute arises between the Department and Contractor, in connection with the quality and guarantee of the goods, either party may give the other notice in writing of the existence of such dispute, and the same shall thereupon be referred to arbitration in South Africa by a person mutually agreed upon by both parties. The submission shall be deemed to be a submission to arbitration within the meaning of the terms of the arbitration laws in force in the Republic of South Africa.

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

## **21. DELIVERY, MARKING AND PACKAGING**

21.1 Basis of delivery of products must be made in accordance with the instruction appearing on the official Order form. The instructions appearing on the official order form regarding the supply, dispatch and submission of invoices must be strictly adhered to.

21.2 All deliveries or dispatches must be accompanied by a delivery note stating the official order number against the delivery that has been affected.

21.3 In respect of goods and services awarded, the Contractors must adhere strictly to the delivery periods stipulated in the bid document or as agreed with the Department. In case of delays in the supplier's performance, the supplier must inform the department or institution of such delays and comply with conditions as stipulated on the GCC. Should the Contractor fail to supply the goods or render services within the time stated in its bid, or within the extended time allowed to them, the department reserves the right, to cancel the contract and purchase the goods or service elsewhere and the Contractor shall refund to the department any extra cost incurred over and above the contract price.

## **22 INVOICES AND PAYMENTS**

22.1 All invoices must be submitted in the original format.

22.2 All invoices submitted by the Contractor must contain the word "INVOICE" for non-VAT vendors or "TAX INVOICE" for VAT vendors only. VAT number must be reflected for VAT vendors.

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

- (a) The name, address and registration number of the supplier;
- (b) The name and address of the recipient;
- (c) An individual serialized number and the date upon which the tax invoice is issued;
- (d) A description of the goods or services supplied;
- (e) The quantity or volume of the goods or services supplied

(f) The value of the supply, the amount of tax charged and the consideration for the supply; or

(g) Where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

22.4 A Contractor shall be paid by the institution concerned, in accordance with supplies delivered and services rendered. The goods must be accepted and signed off by the relevant delegated official.

22.5 Should a Contractor indicate a special discount on his/her account provided payment is made within a certain time, every effort shall be made to take advantage of such discount. Where discounts or rebates received by the Department, the Contractor to provide credit note.

22.6 Any query concerning the non-payment of accounts must be directed to the institution concerned. The following protocol will apply if accounts are queried:

(i) Contact must be made with the officer-in-charge of Cleaning Services;

(ii) If there is no response then consult Accounts Payable Unit or the Finance Manager or the Chief Executive Officer of the institution.

(iii) Failing all of the above, the Contractor must contact the Chief Director: Accounting Services supplying the following details:

a) Name/s of person/s contacted at the Institution and dates; and

b) Details of outstanding account.

c) The Chief Director: Accounting Services will then take the appropriate action.

22.7 The Institutions shall not be responsible for payment of any statutory increases in tariffs or imports or any fluctuations in foreign exchange rate for any item required Contractor, to realise its obligations in terms of this Contract. The rate of exchange, as agreed upon in this Contract is subject to review if stipulated within this contract and as agreed consented by both Parties.

## **23. FIRM PRICES AND ESCALATIONS**

23.1 This bid require that all bid prices for workers must comply with BCCCI or Department of labour latest gazzeted or published rates. The bid price must include, latest hourly rate, Unemployment Insurance Fund (UIF), Annual Bonus, Compensation for Occupational Injuries and Diseases Act (COIDA) Normal Worker, Provident fund, Annual Leave (Normal), Absent / Sick Days / Maternity / Family Responsibility Leave, Uniform (as per BCCI labour costing), Services Seta 23 – Cleaning Chamber, NCCA LEVY, Severance Pay, KZNBC LEVY, Maternity Leave, for workers working on Sundays, Sunday Pay Allowance, for workers working on night shift, Night Shift Allowance. The bidder found to be below prescribed rate will be disqualified and treated as non-responsive.

23.2 The Department / Institution reserve a right to reduce number of cleaners to align with budgetary or baseline requirements this will be communicated in writing with preferred bidder where applicable.

- 23.3 The bid price for workers will be adjusted per percentage (%), increase prescribed by BCCCI or Department of labour.
- 23.4 The bid price for overheads, cleaning equipment, machinery and protective clothing, and profit must remain firm for first year of the contract. The price may be adjusted on the anniversary of the contract using Consumer Price Index (CPI), excluding Vat. The bidder is required to submit request and supporting documents justifying a need for price increase. The price increase will be considered from the date of receipt of request letter by Head office Contract Management Unit.
- 23.5 It is the responsibility of the bidder to take necessary precautions or to cater or include cover for unfavourable rate of exchange. Therefore, a price adjustment in respect of a rate of exchange claim will not be considered.
- 23.6 The price for Direct Cost (Workers), Indirect cost (Overheads) and Profit must be clear and allocated correctly per price schedule, one figure written “**all-inclusive**” is not allowed. The tenderer who fail to allocate pricing correctly will be disqualified and treated as non-responsive.

#### **24. VALUE ADDED TAX (VAT)**

- 24.1 All bid prices must be inclusive of all applicable taxes, even if the bidder is not a vat vendor.
- 24.2 Bidders who make taxable supplies in excess of R1 million in any 12-month consecutive period are liable for compulsory VAT registration, but an entity may also choose to register voluntarily provided that the minimum threshold of R50 000 (as of 1 March 2010) has been exceeded in the past 12 month period. Bidders who meet the above requirement must register as VAT vendors, if successful, within one month of award of bid.
- 24.3 **VAT will not be included** after an award of the bid or during contract management period.

#### **25. ENTERING OF HOSPITAL/CLINIC STORES**

- 25.1 No representative from a company shall be permitted to enter the hospital/clinic premises, buildings or containers where stores are kept unless he/she is accompanied by the responsible official in charge of stores. Before entering the hospital/clinic premises, buildings or containers where stores are kept, the company representative must in writing, motivate why entry is necessary and written authority must be obtained to enter from the Head of the Institution or delegated official.

#### **26. DEPARTMENTAL PROPERTY IN POSSESSION OF A CONTRACTOR**

- 26.1 The Department's property supplied to a Contractor for the execution of a contract remains the property of the Department and shall at all times be available for inspection by the Department or its representatives. Any such property in the possession of the Contractor on the completion of the contract shall, at the Contractor's expense, be returned to the Department forthwith.
- 26.2 The Contractor shall be responsible at all times for any loss or damages to the Department's property in his possession and, if required, he shall furnish such security for the payment of any such loss or damages as the Department may require.

## **27. IRREGULARITIES**

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

## **28. SUPPLIER PERFORMANCE**

- 28.1 The contractor representative as well as Systems Manager of the institution or his or her delegated official shall ensure that inspection of the service is conducted at least once a week and where practically possible the Infection Prevention Control Practitioner or Quality Assurance Official shall be part of the walkabout and inspections.
- 28.2 The Systems and Finance Manager of the institution must arrange formal monthly meetings with the service provider to discuss the contract performance. The service provider must ensure that the Managing Director or Site Supervisor should attend the meeting. Minutes, attendance register and monthly performance reports must be submitted to contract management by the 10<sup>th</sup> of each month, using standard reporting template and relevant supporting source documents.
- 28.3 The responsible workers at Head office, Department of Health KwaZulu-Natal, shall be entitled at any time to inspect the service rendered by the Contractor, in order to ensure that the service rendered is in accordance with the contractual agreement.

## **29. CLEANING EQUIPMENT AND MATERIAL**

- 29.1 The service provider must provide cleaning equipment as detailed on the specification document. The cleaning consumable material will be provided by the institution in line with Infection Prevention Control Policy Guidelines, Health and Safety Act and National Core Standards. Cleaning equipment or machinery must be replaced in the event of it being serviced and must provide a proof of last cleaning machine serviced/ date of purchased and the service dates/schedule.
- 29.2 Toilet paper and clear plastic will be supplied by the Institution/Centre, the Contractor shall replace empty toilet paper holders, paper towels and any empty liquid detergent containers at the Centre's expense. The Contractor must ensure proper usage and control of consumables.
- 29.3 All chemicals other than the one provided by the Institution/Centre must be accompanied by material safety data sheet and comply with ISO /SABS requirements.
- 29.4 Maintenance plan schedule for the machinery and equipment must be made available and machinery must be maintained as per the maintenance plan. The maintenance plan must comply with National Core Standards or Norms and Standards as stated by the Department.
- 29.5 Workers must be trained before the commencement date of the contract, on the use of machinery, cleaning chemicals and cleaning procedures. Refresher training should be done on quarterly annual basis. Proof of Training shall be kept on file for audit purposes.

### **30 DAMAGE**

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

### **31 DEPARTMENT OF HEALTH KWAZULU-NATAL EQUIPMENT AND PROPERTY**

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

### **32 STAFF SUPERVISION AND CONTROL**

- 32.1 The Department official delegated to manage this contract agreement must be obeyed at all times, all lawful instructions to be carried out by the contractor.
- 32.2 The Contractor shall exercise adequate supervision over the service at each premise, or shall be represented by a representative having full power and authority on behalf of the Contract Manager. Such representative shall be competent and responsible, and shall have adequate experience in carrying out work of a similar nature to the cleaning service provided in terms of this agreement and shall exercise personal supervision. Supervisor must have at least 3 years supervision experience in cleaning service.
- 32.3 The Contractor must ensure that on a daily basis in designated areas, all doors and windows are closed/locked, all lights switched off and that all water taps, except those operating urinals and other essential services are turned off. Besides rendering a service of such an acceptable standard that will benefit both parties, it is also the responsibility of the Contractor and his/her staff to assist the Institution in its efforts to conserve energy.
- 32.4 The Contractor shall allow his workers to attend and, if necessary, to testify in, court proceedings, as well as in disciplinary and arbitration proceedings should the Department deem it necessary, provided the Department has notified the Contractor within a reasonable time before the start of the proceedings that the presence of the Contractor's workers is required by the Department.
- 32.5 Workers provided by the Contractor in terms of this agreement shall be in a trained, physically fit and mentally sound condition to perform their duties.
- 32.6 The Contractor undertakes to make the relevant provisions of this agreement known to all members of the workers provided in terms hereof as soon as it is practically possible before the commencement of this agreement.
- 32.7 No workers provided by the Contractor shall, comment to the press or any other public communications media upon the business of Departments.
- 32.8 The Contractor shall provide the Department with daily staff allocation sheets, immediately when required by the Department. The workers provided in terms of this agreement shall report for duty at those points indicated by the Department. These points of reporting may vary from time to time according to the operational requirements of the Department.

- 32.9 The Contractor shall be responsible for all costs incurred in the transport, deployment and posting of such workers.
- 32.10 Training, vetting, criminal checks, issuing of uniform and equipment, issuing of Contractor's ID cards, standing operating procedures, must be completed ten (10) working days before commencement of the contract.
- 32.11 Cleaning service workers provided by the Contractor shall in addition to this contract be subject to the Department's Code of Conduct. A breach of discipline or any negligence of duty on the part of a member of the cleaning workers provided by the security Contractor in terms of this agreement shall be dealt with immediately by the Contractor's management.
- 32.12 The Contractor shall notify the Department, in writing, of any such breach, failure or negligence that takes place by any workers of the contractor and shall notify the Department in writing of the outcome of any such disciplinary proceedings.
- 32.13 In the event of the Department not being satisfied by the performance of any member of the Contractor's workers in terms of this agreement the Department shall notify the Contractor in writing thereof. The Contractor shall forthwith take necessary disciplinary steps in line with relevant labour laws.
- 32.14 Should the Contractor decide not to take disciplinary steps against a member of his workers, the reason therefore shall forthwith be conveyed in writing to the Department.
- 32.15 The workers of the Contractor who are replaced at the Departments request shall thereafter not be used at any other site of the Department without the prior written consent of the employer.
- 32.16 Cleaning workers must be in full uniform with identification and in possession of serviceable equipment when posted for duty.
- 32.17 The Contractor shall at all times be responsible and liable for the acts and omissions of his workers providing services to the Department in terms of this agreement while they are acting within the course and scope of their duties and employment even when not on the premises of the Department.
- 32.18 The Contractor must ensure that the Department's interests are served at all times during the contract period. Recommendations must be based on impartial observations, responsible opinions and pertinent facts. Any information gained by the Contractor during the course of the contract must be kept in strict confidence and may not be used without the written permission of the Department. It is the intention of both parties that the workers provided in terms hereof shall not fail to carry out their duties as a result of any form of intimidation. Should the Contractor suspect intimidation of workers, he/she shall take prompt action in conjunction with the Department and the South African Police Service to remedy the situation. Such action shall result in an immediate investigation instituted against the workers involved.
- 32.19 If the service is interrupted or temporarily deferred because of any labour unrest by the Contractor's staff local or national disaster, the parties shall come to an agreement on the methods which would enable the service to continue. In a case such as the above, the Contractor will be paid pro rata for services rendered.
- 32.20 The Contractor's workers shall not sell or buy any items to/from any centre patient or staff member during working hours or cause of duty, except at staff tuckshop, canteen or fundraising event authorised by the institution/centre.

### **33. REMUNERATION AND ALLOWANCES OF WORKERS**

- 33.1 It is compulsory that the Contractor shall pay his/her employees minimum wage, as prescribed by Bargaining Council for the Contract Cleaning Service Industry (KZN). The latest Government Gazette must be noted as wages for the Cleaning Industry. It is a duty of a service provider to ensure that they comply with the requirement of a Bargaining Council for the Contract Cleaning Service Industry (KZN). The service provider must submit a certificate of compliance with BCCCI to contract management Head Office at least once a quarter.
- 33.2 The Contractor shall acquaint himself with any relevant wage regulating measure or statutory enactment which may be in force or which may be contemplated, affecting conditions of employment during the term of the agreement.
- 33.3 The Contractor must provide audited proof that remuneration paid to each of their employees was adjusted by at least the amount by which the statutory wage applicable to each individual employee was increased.
- 33.4 The Contractor shall remain solely responsible for the payment of all costs pertaining to personnel, including but not limited to salaries, bonuses pension fund contributions, benevolent fund contributions, medical fund contributions and insurance premiums. Failure to comply with this requirement, the Department shall report the Contractor to the Department of Labour or BCCCI.
- 33.5 Salaries payable by the Contractor to his personnel shall at no stage be less than those prescribed by the current applicable wage determination in the cleaning industry. The Department reserves the right to request in writing copies of the salary advices from the employees of the Contractor at any given time.
- 33.6 The Contractor shall be responsible for the payment of all applicable taxes, charges, duties or fees assessed or levied by any recognised authority in respect of the cleaning personnel provided or as a result of the security personnel being provided by the Contractor in terms of this agreement and shall, on request furnish sufficient documentary proof to the client that these payments have in fact been made.
- 33.7 Although the department will try its level best to process payment within 30 days of receiving an invoice, it is the responsibility of the contractor to make necessary arrangement to ensure payment of salaries is processed without delays. Should the contractor fail to pay worker salaries on time, the Department reserve a right to terminate the contract.

### **34 DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR**

- 34.1 It is the duty and responsibility of the Contractor to ensure that his/her staff:
- 34.1.1 Presents a presentable image/appearance in full uniform.
  - 34.1.2 At all times presents a dedicated approach to their duties.
  - 34.1.3 Shall not argue with visitors/staff/patients or be discourteous to them.
  - 34.1.4 Do not read office documents or rummage through office/kitchen waste/medical waste.
  - 34.1.5 On award of the contract the Contractor shall sign an undertaking in which he/she declares that his/her staff will refrain from any action which might be to the detriment of the institution where the service is rendered and such undertaking must be handed to the Centre on commencement of the contract.
  - 34.1.6 No information concerning the institution's activities may be furnished to the public or news

media by the Contractor or his/her workers without the express written permission of the Head of Department of Health.

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

### **35 UNSATISFACTORY PERFORMANCE**

In amplification of paragraph 21; 22 and 23 of the GCC, unsatisfactory performance occurs when performance is not in accordance with the contract conditions.

- (i). The institution shall warn the Contractor by registered/certified mail or email that action will be taken in accordance with the contract conditions unless the Contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the Contractor does not perform satisfactorily despite the warning the institution will: Take necessary and appropriate action such as termination of contract in terms of its delegated powers.
- (ii) When correspondence is addressed to the Contractor, reference will be made to the contract number/item number/s and an explanation of the complaint.

### **36 RESTRICTION OF BIDDING**

The Accounting Officer or his/her delegate must:

- a) Notify the supplier and any other person of the intention to restrict it doing business with Department by registered mail or email. The letter of restriction must provide for:
- i. The grounds for restriction;
  - ii. The period of restriction which must not exceed 10 years;
  - iii. A period of 14 calendar days for the supplier to provide reasons why the restriction should not be imposed.
- b) The Accounting Officer his/her delegate:
- i. May regard the intended penalty as not objected to and may impose such penalty on the supplier, should the supplier fail to respond within the 14 days; and
  - ii. Must assess the reasons provided by the supplier and take the final decision.
- c) If the penalty is imposed, the Accounting Officer must inform National Treasury of the restriction within 7 calendar days and must furnish the following information:
- i. The name and address of the entity/ person to be restricted;
  - ii. The identity number of individuals and the registration number of the entity; and
  - iii. The period of restriction.
- d) National Treasury will load the details on the Database of Prohibited Vendors.
- e) The restriction period applicable will be based on the value of award/s made to the supplier over a financial year. The table below illustrates the restriction period that will be applicable per the award threshold:



## 37 CONTRACTOR'S LIABILITY

- 37.1 The Service Provider shall at all times be liable for the acts and omissions of its employees providing cleaning services to the Departments in terms of this Agreement and acting within the course and scope of their duties and employment.
- 37.2 The Departments shall not be responsible for any loss of or damage to any vehicles, equipment or other material used by the Service Provider in respect of the cleaning services provided in terms of this Agreement and used on the premises caused by the Departments or any of its employees acting within the course and scope of their duties and employment.
- 37.3 The Service Provider hereby indemnifies and holds the Departments harmless against –
- a) any damage to the Department's property, whether movable or immovable;
  - b) loss of property belonging to the Department;
  - c) liability in respect of any damage to property, whether movable or immovable, belonging to third parties and on the premises of the Departments; and
  - d) Liability in respect of death of, unlawful arrest, injury, illness or disease to any person connected to the rendering of the cleaning services.
- 37.4 Should a third party institute a claim relating to the cleaning services rendered by the Service Provider in terms of this Agreement against the Departments or any of its employees acting within the course and scope of their duties and employment, the Service Provider shall indemnify the Departments and any of its employees against such a claim and shall hold them harmless against any such claim.
- 37.5 The Departments requires the Service Provider to have a Public Liability Insurance Policy. It is compulsory for the Service Provider to have this policy as a guarantee for any liability or claim that may arise as a result of rendering the cleaning services.
- 37.6 The Service Provider will not be allowed to render any cleaning service to the Departments without such a policy. Failure to provide such a policy will result in the Agreement being terminated.
- 37.7 The Service Provider shall furnish the Department with a copy of the policy cover and a letter from the relevant Insurance Company providing such cover and certifying that the policy is effective.
- 37.8 The policy should be existent before the commencement of this Agreement between the parties and should be for the duration of the Agreement.
- 37.9 The service provider shall:
1. Ensure that the monthly policy premiums are duly paid;
  2. Submit of proof of such payment to the Coordinating Department; and
  3. Ensure that the policy remains valid for the duration of the agreement and does not lapse.
- 37.10 The Service Provider remains vicariously liable for all the actions and omissions of its employees acting within the course and scope of their duties and employment, even when on the premises of the Service Provider as employer.

37.11 In the event of the contract being cancelled by the Department in the exercise of its rights in terms of these conditions, the Contractor shall be liable to pay to the Department any losses sustained and/or additional costs or expenditure incurred as a result of such cancellation, and the Department shall have the right to recover such losses, damages or additional costs by means of set-off from moneys due or which may become due in terms of the contract or any other contract or from guarantee provided for the due fulfilment of the contract and, until such time as the amount of such losses, damages or additional costs have been determined, to retain such moneys or guarantee or any deposit as security for any loss which the Department may suffer or may have suffered.

37.12 The Contractor may be held responsible for any consequential damages and loss sustained which may be caused by any defect, latent or otherwise, in supply or service rendered or if the goods or service as a result of such defect, latent or otherwise, does not conform to any condition or requirement of the contract.

### **38. PATENTS**

38.1 The Contractor shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trademarks or other protected rights, and hereby indemnifies the Department against any claims arising there from.

### **39 WAIVER**

39.1 The granting by any party of any indulgence or postponement shall not be a waiver of its rights arising from this contract to demand full and specific performance of the contract.

39.2 No favour, delay or relaxation or indulgence on the part of any party in exercising any power or right conferred on each party in terms of this contract shall operate as a waiver of such power or right nor preclude any other or further exercises thereof or the exercise of any other power or right under this contract.

### **40 INDEMNITY**

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

- (i) Loss of life or injuries which might be sustained by the Contractor's staff during the execution of their duties at the Institution.
- (ii) Damage to or destruction of any equipment or property of the Contractor, during the execution of duties as described in the contract.
- (iii) Any claims and legal costs which might ensue from the failure by or acts committed by the cleaning staff of the Contractor against third persons.
- (iv) The Department of Health KwaZulu-Natal undertakes to notify the Contractor in writing of the particulars of each claim that the Contractor is liable for.

### **41 BREACH**

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

- a) To report for duty at the time and place as agreed upon from time to time by the parties (remedial).

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

## **42. PREFERENCES**

- 42.1 Should the Contractor apply for preferences in the submission of his bid, and it is found at a later stage that these applications were incorrect or made under false pretences, the Department may, at its own right:
- i. Recover from the Contractor all costs, losses or damages incurred or sustained by the Department as a result of the award of the Contract; and/or
  - ii. Cancel the contract and claim any damages which the Department may suffer by having to make less favourable arrangements after such cancellation.
  - iii. The Department may impose penalties, however, only if provision therefore is made in the Special Conditions of Contract and Bid.

## **43. SEVERABILITY**

- 43.1 The finding of any invalidity to any provision of the contract shall not render the whole contract a nullity. A court of law or arbitrator may sever the invalid provision and the remainder of the contract shall remain enforceable.

## **44. CONTRACT EXTENTIONS, AMENDEMENTS AND VARIATIONS**

- 44.1 This contract may be extended on a month-to-month basis for a period not exceeding six (6) months, provided that the procedures for the treatment of irregular expenditure are complied with in terms of the National Treasury regulations and the Departmental SCM Policy and delegations.
- 44.2 Further extension of the contract, authority will be granted by Head of Department: Health, subject to the provisions of National Treasury regulations and instruction notes.
- 44.3 In amplification of paragraph 18 of the GCC, any amendments/variations, of the Contract shall come into effect in terms of the conditions contained in on "Contract Amendments/Variations Register". This register must be

signed by the duly authorised signatories of winning bidder and the Head of Department: Health or his/her delegated official.

44.4 Contracted winning bidder shall not, in performing its obligation, vary from the terms and conditions stated in this Contract whether by way of addition thereto or by way of omission therefrom, without the prior written consent from the Department (Accounting Officer/delegated official), and no claim on the part of winning bidder for any extra payments on the grounds of any alterations or extra work will be entertained.

44.5 If, after the commencement of the contract, the cost or duration of the services is altered as a result of changes in, or in additions to, any statute, regulation or by-law, or the requirements of any authority having jurisdiction over any matter in respect of the contract, then the contract price and time for completion shall be adjusted in order to reflect the impact of those changes, provided that, within 14 days of first having become aware of the change, winning bidder shall furnish the Department with a detailed justification for the adjustment to the contract price.

44.6 In compliance with clause 18 of the GCC and clause 11 of the SCC, the Department must keep a contract amendment register that will contain the following information.

**Contract Amendments/ Variation Register**

<b>Amendment No</b>	<b>Details of the Amendment</b>	<b>Signing of the Addendum to Effect the Amendment</b>	<b>Effective Date of Amendment</b>
1			
2			
3			
4			

**45. CESSION OF CONTRACT**

45.1 The Contract will be personal to the winning bidder, who shall not sub-let, assign, cede or make over the Contract or any part thereof, or any share of interest.

45.2 This sub-clause shall not apply to sub-contracts given to regular suppliers of winning bidder for materials and minor components relating to the services supplied. The Department reserves the right to require winning bidder to submit, for noting, the names of such sub-contractors to ascertain their registration on the Central Suppliers Database and they must be legal entities.

**46. INSOLVENCY**

46.1 In the event to winning bidder institutes insolvency proceedings or has insolvency proceedings involuntarily instituted against it, the Department may terminate this Contract immediately.

46.2 In the event of assets and monies issued to winning bidder in terms of this Contract, such assets and monies shall be excluded from the estate of winning bidder and shall be returned immediately upon clause 40.1 coming into effect.

**47. DOMICILLIA CITANDI ET EXECUTANDI**

For the purpose of this contract, the parties choose their respective domicilia citandi et executandi as follows :

**The Department Physical and Postal Address:**

Department Name	The KwaZulu-Department of Health
Physical Address	Natalia Building, 330 Langalibalele Street, Pietermaritzburg, 3201
Postal Address:	Private Bag X9051, Pietermaritzburg, 3200
Telephone numbers	033 – 395 2111
Telefax:	Nil
Business Unit	Attention: SCM Contract Management Directorate

**The Contractor or Bidder nominate this Physical and Postal Address:**

Bidder/ Contractor Name	
Physical Address	
Postal Address:	
Telephone numbers	
Telefax:	
Email Address	
Enquiries	

47.1 The parties hereby choose domicilium citandi et executandi for all notices and processes to be given and served in pursuance hereof at their respective addresses given on the first page of this Contract. Any notice of any change in such address shall be given in writing by the parties concerned and delivered by hand or sent by registered mail to the other party, upon notification of which address so notified shall serve as the new citandi et executandi.

47.2 A party may at any time change that party's domicilium by notice in writing, provided that the new domicilium is in the Republic of South Africa and consists of, or includes, a physical address at which the process can be served.

47.3 Any notice to a party:

47.3.1 Sent by prepaid registered post in a correctly addressed envelope, to it, shall be deemed to have been

received on the 7<sup>th</sup> (seventh) day after posting unless the contrary is proved);

47.3.2 Delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its domicilium, shall be deemed to have been received on the day of delivery; or

47.3.3 Sent by telefax or email to its chosen telefax or email number, shall be deemed to have been received on the date of despatch (unless the contrary is proved).

#### **48. OTHER LAWS TO APPLY**

48.1 The contract shall in all respects be construed in accordance with the Laws of the Republic of South Africa and any differences that may arise between the client and the Contractor in regard to the contract shall be settled through Arbitration Processes or the Courts of the Republic of South Africa. The Contractor shall comply, but not limited to, with the following relevant legislation/regulatory body norms and standards:

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

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

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

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

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

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

#### **49 PERIOD OF CONTRACT**

49.1 The period of this contract 6 months

- **I have read, understand and accept the special conditions of bid and contract (SCC) which are binding upon me.**

.....  
**Signature of Bidder Representative**

.....  
**Date**

.....  
**Name of Bidder**

**SECTION J: TERMS OF REFERENCE FOR PROVISION OF CLEANING SERVICES FOR KWAZULU-NATAL DEPARTMENT OF HEALTH ON A SIX (6) MONTHS CONTRACT**

The KwaZulu-Natal Department of Health is inviting interested Service Providers that are registered and compliant with the Bargaining Council for the Cleaning Industry to bid for the Cleaning of Buildings and Offices at MAHATMA GANDHI MEMORIAL Hospital for a period of SIX (6) MONTHS. The Department of Health is applying the following Legal Prescripts to give effect to the KwaZulu-Natal Provincial Administration’s Targeted Procurement Strategy.

No.	Legal Prescript	Relevant Findings
1.	The Constitution of the Republic of South Africa, 1996. <u>S217(1)</u>	The Constitution prescribes that when all organs of state <b><u>contract for goods and services</u></b> , they must do so in accordance with a system that is <b><u>fair, equitable, transparent, competitive and cost-effective.</u></b>
2.	The Constitution of the Republic of South Africa, 1996. <u>S217(2)</u>	This Subsection indicates that Section 217(1) does not prevent the organs of state from implementing a procurement policy providing for: ✓ Categories of <b><u>preference in the allocation of contracts</u></b> ; and ✓ The protection or advancement of persons, or categories of persons, disadvantaged by unfair discrimination.

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

**I have read, understand and accept the terms of reference which is binding upon me.**

.....  
**Signature Bidder Representative**

.....  
**Date**

.....  
**Name of Bidder**

## SECTION K: SPECIFICATION

### SERVICE: CLEANING OF BUILDING AND OFFICES AT MAHATMA GANDHI MEMORIAL HOSPITAL FOR A PERIOD OF 6 MONTHS CLEANING OF HOSPITAL BUILDINGS AND OFFICES SPECIFICATION

**HOURS OF ATTENDANCE MUST BE MONDAY TO SUNDAY INCLUSIVE OF PUBLIC HOLIDAYS AND MONDAY TO FRIDAY EXCLUSIVE OF PUBLIC HOLIDAYS IN OFFICES AND AS AND WHEN SPECIFIED BY THE INSTITUTION.**

Monday to Sunday (Day shift) :06h00 to 18h00 (Subject to be review with management of each institution)

Monday to Sunday (Night shift) :18h00 to 6h00 (Subject to be review with management of each institution)

Monday to Friday (Day shift) :07h00 to 16h00 (Subject to be review with management of each institution)

**NB: It is the duty of the Service Provider to ensure that the number of cleaners as per the specification is present at all times, therefore the Service Provider must make provision for absent staff whilst ensuring compliance with the specification.**

**NIGHT SHIFT STAFF WILL CLEAN THE WARDS UNTIL 10:00 PM AND RETURN BACK TO THE WARDS AT 4:00 AM. THE SERVICE PROVIDER MUST ENSURE THAT PASSAGES, FMD, OPD, ADMITTING AND CONSULTING ROOMS ARE CLEANED BETWEEN 10:00 PM AND 4:00 AM.**

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

**Note: The allocation of staff will form part of the service level agreement and will be signed off by the service provider prior the commencement date of the contract.**

#### 1. CLEANING OF BUILDING/S AND ITS CONTENTS

Includes all roof and wall structures, tarmac, paved and/or gravel areas, defined ungrassed pathways, internal walkways or roadways within the confines of the institution.

##### 1.1. BUILDINGS

1.1.1. Buildings/areas within the Institution bid must be cleaned daily, high traffic areas to be cleaned hourly and as when necessary. Service Providers are urged to attend stipulated site visit dates as specified in the documents so that they familiarise themselves with the areas to be cleaned and bid correctly for the cleaning equipment required to ensure that the Institution is cleaned within the appropriate standards.

1.1.2. All floors must be swept, vacuumed and/or mopped and the surfaces of all furniture and equipment, chalkboard/whiteboard rails and low window ledges damp dusted.

1.1.3. Internal walls must be cleaned immediately when visible soiled and quarterly deep damp dusted down using a cleaning detergent and dried, in line with the current infection control (IPC) practices, Health and safety regulations and National Core Standards prescripts as mentioned below:

- a) High level damp dusting must be undertaken once weekly and when necessary and shall mean the dusting of surfaces above 2 meters from the floor and includes light fittings, blinds, high window



ledges, burglar guards, ceiling fan and desk top fan.

- b) The cupboard tops and beams must be damp dusted daily. Where walls are bagged or the surface is prone to collecting dust, such walls, within the building, must be dusted daily and when necessary.
- c) Name plates, window handles, window regulators, chrome plated and aluminium/copper/brass door handles must be damp dusted once a week and when necessary and polished with a cleaning detergent once a month.
- d) All inside facing windows and window panes and where possible outfacing windows and window panes must be cleaned using a cleaning detergent on a monthly basis. The contractor must adhere to Health and Safety Regulations.
- e) All curtains must be taken down and delivered to laundry for washing and hung back to their rails after washing, this will be decided by the institution's management as to when and must form part of the service level agreement.
- f) Door mats must be dusted out daily, washed weekly and when necessary, depending on traffic on the mat material.
- g) Carpets must be vacuumed daily and when necessary. Spots and stains must be removed as necessary or when so directed by Institutional Management. Deep and restorative cleaning of carpets by shampooing/steam cleaning/dry cleaning must be undertaken every six months.
- h) Ground level concrete or brick surfaces and paving of entrances, foyers and passage ways must be swept daily using mop sweep, and must be mopped using the double bucket system and litter must be removed daily and immediately and as directed by Institutional Management.
- i) Blocked waste pipes, manholes, catch pits, traps, washbasins, urinals and toilet bowls must be immediately reported to the Maintenance Engineer of the Institution in writing and verbal.
- j) Leaking taps, urinals and cisterns must also be ungently reported to the attention of the Maintenance Division at the Institution in writing and verbal.
- k) Blood or body fluid spillages must be cleaned promptly as per Infection and Prevention Control protocols

**Note: The Cleaning Company must adhere to Health and Safety regulations and current Infection and Prevention Control Practices and National Core Standards prescripts.**

## **1.2. VERANDAS**

Verandas must be swept and mopped daily and when necessary, polished weekly or as when necessary and buffed daily. Stripping must be done quarterly.

## **1.3. FLOOR SURFACES**

### **1.3.1. RESILIENT FLOORS (P.V.C. TILES, VINYL, LINOLEUM, SEALED WOOD ETC.)**

1.3.1.1. All resilient floors in traffic areas must be treated by removing dust with a control mop sweeper on a daily basis and when necessary. Mopping must occur daily. Apply non-slip maintenance coat and buff floor weekly. Maintain the floor by spray clean liquid polish and buff the floor daily. Light scrub, Strip clean, reseal with non-slip polish and buff every six months or as directed by institution.

1.3.1.2. Hard floors (ceramic, marble, granite, brick, concrete etc.) in high and low traffic areas must be treated by removing dust with a mop sweeper on a daily basis and when necessary. Damp mopping using a cleaning detergent must occur daily. Concrete brick tiled flooring must be scrubbed weekly and mopped daily or as directed by institution.

#### **1.4. WARDS AND PHARMACY.**

1.4.1. Floor must be swept using damp mop daily and when necessary. The floor must be mopped using equipment approved by the IPC guidelines.

1.4.2. Stripping and seal of floor must be done quarterly and when necessary using floor stripper without ammonia (SABS approved products).

1.4.3. Damp dust furniture daily using disposable colour coded wiping cloth with water and detergent.

#### **STRICT ADHERENCE TO IPC STANDARDS AS PER IPC GUIDELINES**

#### **1.5. ICU, HIGH CARE AND THEATRE**

1.5.1. Mop floor twice a day and after each case using detergent and water or other approved ammonia free detergent.

1.5.2. Scrubbing entire theatre on weekly basis, walls, windows, window surfaces, drip stands, ceiling, lights, handles, door handles including all as directed by the management of the institution.

1.5.3. Furniture including bed frames must be damp dusted using detergent chemicals once a day and when necessary.

#### **1.6. ISOLATION WARD OR UNIT**

1.6.1. Mop floors twice daily and after each operation/termination using detergent and water or other approved ammonia free detergent as per IPC protocol.

1.6.2. Scrubbing entire ward on daily basis or as when necessary, walls, windows, window surfaces, drip stands, ceiling, lights, handles and door handles.

1.6.3. Terminal cleaning using disinfectant chemical.

1.6.4. Furniture including bed frames must be damp dusted using detergent chemicals once a day and when necessary.

#### **1.7. NEONATAL UNITS**

1.7.1. Mop floor twice a day and after each feeding session as when necessary.

1.7.2. High dusting done on weekly basis using general all-purpose detergent (SABS approved).

1.7.3. Furniture including bed frames must be damp dusted using detergent chemicals once a day and when necessary.

#### **1.8. LABOUR WARD**

1.8.1. Mop floors twice a day and more frequently as when necessary and after each delivery using detergent and water or other approved ammonia free detergent.

1.8.2. Scrubbing entire ward on daily basis or as when necessary, walls, windows, window surfaces, drip

stands, ceiling, lights, handles and door handles.

1.8.3. Furniture including bed frames must be damp dusted using detergent chemicals once a day and when necessary.

## **1.9. OPD WARD**

1.9.1. Mop floors twice a day and when it is necessary using detergent and water or other approved ammonia free detergent.

1.9.2. Scrubbing entire ward on daily basis or when necessary, walls, windows, window surfaces, drip stands, ceiling, ceiling fan, wall mounted fan, desktop fan, lights, handles and door handles and etc.

1.9.3. Furniture including bed frames must be damp dusted using detergent chemicals once a day and when necessary.

## **1.10. CASUALTY**

1.10.1. Mop floors twice a day and after each case using detergent and water or other approved ammonia free detergent.

1.10.2. Scrubbing entire department on daily basis or as when necessary, walls, windows, window surfaces, drip stands, ceiling, lights, handles and door handles.

1.10.3. Furniture including bed frames must be damp dusted using detergent chemicals once a day and when necessary.

## **1.11. TOILETS, BATHROOMS, SLUICE ROOMS AND CHANGEROOMS**

### **1.11.1. Basins/Hand basins**

1.11.1.1. Daily, clean with hard surface cleaner without ammonia (SABS approved) and rinse using a green disposable colour coded cloth.

1.11.1.2. On a weekly basis and when necessary remove mineral deposits and other foreign bodies and all the drains must be flushed down according to Infection Control protocol.

### **1.11.2. Baths**

1.11.2.1. Clean with a (SABS) approved bath cleaner without ammonia daily and when necessary using IPC guideline.

1.11.2.2. Bathroom must be cleaned using detergent and water daily and when necessary.

### **1.11.3. Lavatories including urinals**

#### **1.11.3.1. Toilets**

1.11.3.1.1. Day time clean the toilet pan and under flush rim with hard surface cleaner chlorine base without ammonia (SABS approved) and a brush on a two hourly basis and when necessary. Clean seat and lid using SABS approved cleaning product.

1.11.3.1.2. Damp dust the toilet pipes daily.

1.11.3.1.3. Toilet brushes must be washed for every cleaning episode daily. Brushes must be kept in the toilet brush holder and it must be kept dry.

1.11.3.1.4. Toilet surface must be deep clean. Deep cleaning must be done during night duty under supervision.

#### **1.11.4. Urinals**

1.11.4.1. Remove any visible blockage in urinal/s twice daily and when necessary. Damp dusts wipes and dry pipes and flushing mechanisms.

1.11.4.2. Maslin mop step of floor at urinal with recognised disinfectant twice daily or as when necessary.

1.11.4.3. Remove mineral deposits from gullies and drains weekly using a recognised disinfectant.

1.11.4.4. Mop daily using detergent and water. Seats must be wet wiped and lid, cistern, pipes twice a day and when necessary.

#### **1.11.5. Sinks**

Clean daily and when necessary using hard surface cleaner (SABS approved) without ammonia.

#### **1.11.6. Showers**

Clean daily, remove fats and grease from walls, doors and floors using hard surface cleaner. Disinfect showers once a week using a recognised disinfectant without ammonia SABS approved.

#### **1.11.7. Sluice Rooms**

1.11.7.1. Day time clean the sluice pan and under flush rim with hard surface cleaner chlorine base without ammonia (SABS approved) and a brush on a two hourly basis and when necessary.

1.11.7.2 Damp dust the sluice pan pipes daily.

1.11.7.3 Toilet brushes must be washed for every cleaning episode daily. Brushes must be kept in the toilet brush holder and it must be kept dry.

1.11.7.4. The Sluice Pan surface must be steam deep clean. Deep cleaning must be done during night duty under supervision.

1.11.7.5 Bed Pans and urinals must be cleaned daily and soaked as per IPC Protocols.

1.11.7.6 Basins must be washed according to IPC protocols.

1.11.7.7. Used linen must be packed and sealed as per internal protocol.

**Note: Duty sheets must be signed by the supervisor in each visit indicating the intervals of cleaning conducted per day and must be kept in a visible place for monitoring purposes.**

## **2. CLEANING OF OFFICES**

2.1 Floors must be swept using damp mop daily and when necessary using detergent and water. The floor must be mopped using blue mop and double bucket system and according to strict adherence to IPC Guidelines.

2.2 Stripping and sealing of floors must be done twice a year, and when necessary using floor stripper

without ammonia (SABS approved products).

- 2.3 Damp dust furniture daily using disposable colour coded wiping cloth and furniture polish once a weekly

### 3. OTHER SERVICE

- (a) Banisters/hand rails – damp dusted weekly using detergent and water and dried.
- (b) Ceilings to be cleaned and air vents to be wet wiped on monthly basis.
- (c) Cloth upholstered chairs must be vacuumed fortnightly and spot cleaned as required.
- (d) Vinyl, leather upholstered, plastic chairs and other chairs must be damp dusted daily. Using detergent and water with a disposable colour coded cloth.
- (e) All general waste must be cleared from the unit to the intermediate storage area. Bins must be empty and washed daily using detergent.
- (f) Areas within the courtyards must be swept on a daily basis or when it is necessary and wash with disinfected daily.
- (g) Litter must be removed daily and when it is necessary.
- (h) Desks - natural/sealed wood must be damp dusted daily and polished weekly.
- (i) Door - finger marks on glass and push plates in doors must be removed daily.
- (j) Door knobs and handles must be damp wiped with detergent and water and dried daily.
- (k) Hand-rails on/in escalators/lifts must be damp dusted daily. The side panels must be damp dusted weekly using detergent and water.
- (l) All dust and litter in the treads must be mop out daily. Lift floors to be mopped clean daily using detergent and water.
- (m) Garages/covered parking/parking areas - remove litter daily. Remove oil spillage with degreaser (machine scrub) as required, or when so directed by the Institutional Management.
- (n) Fan, ceiling fan and wall mounted air conditioner units and heaters must be dusted weekly using detergent and water with a disposable colour coded cloth
- (o) Lamps must be damp dusted daily and damp wiped weekly.
- (p) Lights must be dusted monthly.
- (q) Light switches must be damp wiped weekly.
- (r) Mirrors must be polished with a glass cleaner daily and when necessary.
- (s) Partitions must be spot cleaned as necessary. Clean washable surfaces monthly and clean glass with glass cleaner monthly.
- (t) Picture frames and laminated photo frames must be dusted monthly and when necessary.

- (u) Coded power skirting's must be dusted daily.
- (v) Railings must be damp wiped weekly.
- (w) All waste bins situated within the building must be emptied daily and washed weekly using detergent and water.
- (x) Shelves that are empty must be damp dusted daily.
- (y) Window sills must be damp dusted daily.
- (z) When cleaning toilets check that sufficient toilet paper, hand detergent and paper towels are available, if not report to the institutional management for replenishment.
- (aa) Toilet paper, sanitary towels holders for female toilets, hand detergent, paper towel and waste disposable bin must be plastic bag inline to IPC guidelines.
- (bb) When so directed by the Institutional Management, the Contractor must move furniture and equipment for the purposes of cleaning and/re-location.
- (cc) The Service Provider must have a check list in consultation with the facility. This checklist must be completed and submitted to the Institutional Manager/Systems Manager on a daily basis.
- (dd) Colour coded mops must be utilized. The colour coding must be in line with the Institutional Infection Control guidelines.
- (ee) Clean, damp dust patient lockers, beds, foot stool, drip stands, cardiac trolleys etc., daily and when discharging the patient.
- (ff) The service provider shall be responsible to clean trolleys when done collecting.

**Note: The Service provider shall be responsible to collect and transport all health care risk waste, general waste to the intermediate storage area as per Infection and Prevention Control.**

**NB: Relevant bags and containers shall be provided by the Department**

#### **4. MACHINERY AND MANNING REQUIREMENTS**

The service provider must provide their own equipment, and Uniform. The cleaning material, chemicals and detergents will be provided by the institution. The bidder must itemise the machinery/other equipment that the company will utilise at the Institution/facility to successfully execute the contract.

The contractor / Bidder must provide the following machinery/ other equipment

<b>ITEM</b>	<b>DESCRIPTION</b>
1.	Two way bucket system with wringer 20 Lt
2.	Janitor Trolley with accessories
4.	Stepladders (short, medium and long)
5.	Wet floor signs/ caution floor signs
6.	Industrial vacuum cleaners and wet vacuum pick up (wet and dry Vacuum cleaner)
7.	Colour coded mops (yellow, white, red and blue). Steel/metal with detachable mop heads
8.	Scrubbing machines and brushes
9.	Stripping machines and brushes
10.	Floor Polisher and brushes

11.	Colour coded dusting cloths (yellow, red, blue, green, white )
12.	Hose pipes
13.	High pressure cleaner
14.	Colour coded dusting buckets
15.	Window and floor squeegees
16.	Adjustable telescopic poles
17.	Spray bottles for decanting to be labelled accordingly
18.	Sealing applicator
19.	Buffing pads
20.	Viper machine
21.	Brooms for courtyards and verandas'
22.	Floor polish applicator
23.	Lamp wool applicator
26.	Mop sweeper and soft platform brooms
29.	Dust pans

( NB this will depend on the institutions need which will be specified on site visits)

**NOTE: THE SERVICE PROVIDER MUST PROCURE ITS OWN EQUIPMENT AND MACHINERY**

***All bidders must note that cleaning equipment must be supplied by the service provider and must comply with Infection Prevention Control Policy Guidelines.***

**5. CLEANING MATERIAL**

The institution/facility will provide cleaning material that the company will utilise at the Institution/facility to successfully execute the contract. The Itemised cleaning material to be provided by the facility is as follows:

ITEM	DESCRIPTION
1.	All-purpose cleaner without ammonia
2.	Stripper without ammonia
3.	Buff spray
4.	Floor polish- non slip, self-shine without ammonia
5.	Steel wool/ scrub floor cones
6.	Red pad- shine floor
7.	Black pad –strip floor
8.	Mop sweeper
9.	Hand service cleaner
10.	Hypochlorite disinfectant 6g or 3g
11.	Floor sealer 5lt
12.	Window cleaner -750ml
13.	Deo- block
14.	Pine liquid
15.	Probuff 20lt
16.	Toilet bowl cleaner 25lt
17.	Furniture polish and air freshener
19.	Disinfectant 750ml
21.	Bath tub washbasin cleaner ammonia free
22.	Polythene sanitise and deodorised she bin liners

**6. UNIFORM AND PROTECTIVE CLOTHING**

Staff uniform must be supplied twice on an annual basis. Service provider must ensure each staff is provided with the following:

Uniform embroider with company name/logo/bright colour recommended
Name tag with full description of staff identity
Safety boots and safety shoes
Non-sterile disposable gloves and elbow length chemical disposable gloves
Dusk masks
Goggles
Plastic colour coded aprons (red, yellow, blue and white)

**NB: N95 SURGICAL MASKS WILL BE PROVIDED BY THE DEPARTMENT WHERE REQUIRED**

- Note:** a) *Bidders must note that cleaning equipment and machinery must be supplied by the service provide as approved by Infection Prevention Control Policy Guidelines, Health and Safety Act and National Core Standard.*
- b) *Quantities are determined by the size of the each institution and that all products must be SABS approved.*
- c) *All chemicals must be accompanied by material safety data sheet and comply with ISO 9001 requirements.*
- e) *Items not listed above, the Service provider must provide institution with good quality products to ensure that proper cleaning service is provided to the Institution.*
- f) *Pre-medical exams must be done prior to employment, before commencing the duties and then twice a year and staff must be immunised against hepatitis B and A at bidders cost.*
- g) *Planned maintenance plan must be made available and machinery must be maintained as per the maintenance plan.*
- h) *Staff must be trained before the commencement date of the contract on the use of chemicals and cleaning procedures. Refresher training should be done on quarterly basis, no untrained staff will be authorise to clean the Hospital. Replacement equipment must be always be available should there be any breakage so that service delivery is not compromised.*

I have read, understand and accept the specification which is binding upon me.

.....  
Signature Bidder Representative

.....  
Date

.....  
Name of Bidder



## SECTION L: PRICING SCHEDULE

NAME OF BIDDER: .....	BID NO: <b>ZNB 5016/2022-H</b>
CLOSING TIME 11:00	CLOSING DATE: <b>07 December 2022</b>

OFFER TO BE VALID FOR **180** DAYS FROM THE CLOSING DATE OF BID.

**FACILITY NAME** MAHATMA GANDHI MEMORIAL HOSPITAL    **UNDER DISTRICT:** ETHEKWINI DISTRICT

**DESCRIPTION: CLEANING OF BUILDINGS AND OFFICES FOR MAHATMA GANDHI MEMORIAL HOSPITAL FOR A PERIOD SIX (6) MONTHS PRICING PER SHIFTS - TO BE BROKEN DOWN PER BELOW SCHEDULE**

SHIFT	NO OF CLEANERS REQUIRED	DAYS	Cost Per Cleaner (Vat Exclusive)	Cost of All Cleaners Per month (Vat Exclusive)
Day Shift 06h00 to 18h00	35	Monday to Sunday (Include Public Holidays) Clinical Areas (such as wards, outpatients, consulting rooms, rest rooms & Allied Professionals Buildings)	R	R
	17	Monday to Friday Only: Office Building for Administrative Support)	R	R
Night Shift 18h00 to 6h00	21	Monday to Sunday (Include Public Holidays) Clinical Areas (such as wards, outpatients, consulting rooms, rest rooms & Allied Professionals Buildings)	R	R

**1. SUB TOTAL OF 73 CLEANERS PER MONTH**

Notes:

1. Price escalations will only be considered per BCCCI Gazzeted Rates.
2. Costing or pricing below BCCCI prescribed rates will be rejected as non-responsive.
3. The Department / Institution reserve a right to reduce number of cleaners, this will be communicated in writing with preferred bidder where applicable.

R

**ADD**

<b>2. OVERHEADS, CLEANING EQUIPMENT, MACHINERY AND PROTECTIVE CLOTHING PER MONTH</b>	R
<p>(1). Price escalations for overheads, cleaning equipment, machinery and protective clothing will be considered annually based on CPIX rates excluding Vat. This will be covered in detail on the Service Level and Contract Agreement;</p> <p>(2) .The pricing for overheads must include all admin related cost such as Site Supervisor etc</p>	

**ADD**

<b>3. PROFIT PER MONTH</b>	R
INDICATE % .....	

**ADD**

<b>4. VAT PER MONTH (IF VAT VENDOR) (15%)</b>	R
---	---

**5. TOTAL PER MONTH (1+2+3+4)**

R.....

**6. TOTAL FOR 6 MONTHS (Total Per Month x 6 months)**

R.....

.....  
(Signature of Bidder)

.....  
Date

.....  
(Signature of Witness)

.....  
Date

NB:

- i. All prices charged must be market related and within BCCCI thresholds.
- ii. The Department request a detailed breakdown of itemised pricing schedule during evaluation process.

## SECTION M: EVALUATION CRITERIA

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

Stage 1: Administrative Compliance (Mandatory Compulsory Requirements)

Stage 2: Pre-qualification criteria for preferential procurement

Stage 3: Technical Evaluation/Functionality

Stage 4: Price and Preference Points System

### Stage 1: Administrative Compliance (Mandatory Compulsory Requirements)

NO.	REQUIREMENTS, COMPLETED AND SIGNED	COMPLIANCE	FOR OFFICIAL USE ONLY		
			YES	NO	N/A
1.1	Section A: Invitation to Bid	Compulsory			
1.2	Section B : Special instructions and notices	Compulsory			
1.3	Section C : Authority to sign a Bid	Compulsory			
1.4	Section D: Bidder's Disclosure SBD 4	Compulsory			
1.5	Section E: The national industrial participation programme (SBD 5)	Compulsory			
1.6	Section F: CSD Proof of Registration	Compulsory			
1.7	Section G: Preference Points Claimed	Compulsory			
1.8	Section H: General Conditions of Contract (GCC)	Compulsory			
1.9	Section I: Special Condition of Bid and Contract (SCC)	Compulsory			
1.10	Section J: Terms of Reference	Compulsory			
1.11	Section K: Specification	Compulsory			
1.12	Section L: Pricing Schedule compliant with BCCCI Rate, SCC and specification	Compulsory			
1.13	Section N: Compulsory Site Inspection Certificate	Compulsory			
1.14	The Consortium/ Joint Venture/ Partnership agreement, (if applicable certified copies of agreement).	Compulsory (If applicable)			
1.15	A Valid B-BBEE Status Level 1 Verification Certificate/ Valid Sworn Affidavit.	Returnable and Compulsory For Stage 2			
1.16	Annexure A Company or Trade Reference (Check Evaluation Stage 3)	Returnable For Stage 3			
1.17	Financial Capacity (Check Evaluation Stage 3)	Returnable For Stage 3			
1.18	CV for Supervisor or Team Leader (Check Evaluation Stage 3)	Returnable For Stage 3			

**Note: A bidder who fails to submit compulsory requirement as stated above will be treated as non-responsive and be disqualified in terms of mandatory requirements**

### Stage 2: Pre-qualification criteria for preferential procurement in terms of PPR 2017 4. (1) (a)

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 |
|--|

**Note: A bidder who is not a level 1 B-BBEE status level contributor will be treated as non-responsive, disqualified will not proceed to the next stage 3.**

**Stage 3: Functionality and capabilities criteria**

No.	EVALUATION CRITERIA	WEIGHTING	SCORING (FOR OFFICIAL USE)
1.	<b>COMPANY EXPERIENCE OR TRADE REFERENCE</b>	40	
1.1	<p><b>Number of valid cleaning of offices and buildings contracts</b></p> <ul style="list-style-type: none"> <li>○ Proof of three (3) or more contracts : 40 Points</li> <li>○ Proof of less than 3 Contracts : 20 Points</li> <li>○ No proof of contract : 0 Points</li> </ul> <p><b>Returnable:</b> Copy of valid order from your client/s or valid reference letter from your client/s or Valid Service Level agreements or Valid contract agreements. The proof must be from current or previous completed contracts. The bidder is also required to complete below ANNEXURE A. The Department reserves a right to verify information.</p>	40	
2.	<b>FINANCIAL CAPACITY</b>	40	
2.1	<p><b>Financial Capacity:</b></p> <ul style="list-style-type: none"> <li>○ R300,000.00 or more turnover per annum : 40 Points</li> <li>○ Less than R300 000.00 turnover per annum : 20 Points</li> <li>○ No proof of turnover : 0 Points</li> </ul> <p><b>Returnable:</b> Submit letter from your professionally registered Accounting Officer (Accountant) confirming turnover in the past 12 months (NB: Not the current bank balance). The Accounting Officer must attach copy of the Audited Financial Statements. The financial statement must not be older than year 2021. Note The Department reserves a right to verify information.</p>	40	
3.	<b>SUPERVISOR / TEAM LEADER EXPERIENCE</b>	20	
3.1.	<p><b>PROOF OF SUPERVISOR / TEAM LEADER CLEANING OF BUILDINGS AND OFFICE EXPERIENCE</b></p> <ul style="list-style-type: none"> <li>○ Three (3) years or more experience : 20 Points</li> <li>○ Less than three (3) years' experience : 10 Points</li> <li>○ No proof of experience : 0 Points</li> </ul> <p><b>Returnable:</b> Curriculum Vitae of Supervisor or Team Leader and Contactable references</p>	20	
<p><b>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 stage 4 for Price and preference Points System.</b></p>			

\*\*\*NB. The bidder that fails to submit the required documents will not score points

**ANNEXURE A**

<b>CONTRACT WITH WHOM (COMPANY NAME/DEPARTMENT)</b>	<b>PERIOD OF CONTRACT</b>	<b>CONTACT PERSON</b>	<b>CONTRACT VALUE</b>

**Stage 4: Price and Preference Points in terms of PPR 2017 6. (1)**

The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and  
Points for this bid shall be awarded for:

Price; and

Status Level of Contributor.

The maximum points for this bid are allocated as follows:

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

**STATUS LEVEL OF CONTRIBUTOR:**

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

<b>STATUS LEVEL OF CONTRIBUTOR</b>	<b>NUMBER OF POINTS (80/20 SYSTEM)</b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Failure on the part of a bidder/tenderer to submit proof of Status Level of Contributor together with the bid, this will be interpreted to mean that preference points for Status Level of Contributor is not being claimed, and zero (0) points will be allocated for B-BBEE.

The department reserves the right to require additional information to the bidder/tenderer, either before a quotation is awarded or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the department.

**SECTION N: COMPULSORY SITE INSPECTION CERTIFICATE**

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

VENUE: **MAHATMA GANDHI MEMORIAL HOSPITAL, 100 PHOENIX HWY, PHOENIX, DURBAN, 4068**

Bid No: **ZNB 5016/2022-H**

Goods/ Services description: **CLEANING OF BUILDINGS AND OFFICES AT MAHATMA GANDHI MEMORIAL HOSPITAL FOR A PERIOD OF SIX (6) MONTHS CONTRACT**

\*\*\*\*\*

THIS IS TO CERTIFY THAT (NAME).....

ON BEHALF OF.....

ATTENDED THE BRIEFING SESSION HELD ON **24 November 2022 @ 10:00am**

AND IS THEREFORE FAMILIAR WITH THE CIRCUMSTANCES AND THE SCOPE OF THE GOODS/ SERVICES OR WORKS TO BE RENDERED.

.....

**SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE**  
(PRINT NAME)

**DATE:** .....

.....

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

.....

**DEPARTMENTAL STAMP:**

**DATE:** .....

Note: It is the responsibility of the bidder to print this certificate and bring it for signing during site inspection

## Chapter 1

### Decontamination Policy

#### General guidelines: Cleaning, disinfection and Sterilization

##### 1. Policy

Effective cleaning, disinfection and sterilization of equipment.

##### 2. Rationale

Equipment used in healthcare can transmit infection from one person to another.

Therefore the physical and chemical processes required to remove micro-organisms form an important part of infection prevention and control in the healthcare environment.

Selecting an appropriate method of decontamination for a particular piece of equipment should be based on an assessment of the risk of the particular item acting as a source/vehicle of infection and take into account the processes that the item will withstand.

##### 3. Cleaning

Cleaning physically removes micro-organisms and the organic material on which they thrive.

It is therefore an essential pre-requisite to sterilization and disinfection.

Exposure to disinfectants and heat are unlikely to be effective unless body fluids and other protective material are removed first.

##### 4. The use of Disinfectants

Disinfectants cannot be relied on to destroy all harmful microbes. When sterility is essential and where sterilization facilities exist, heat sterilization should be applied.

Guidelines for the use of disinfectants:

- Never use a disinfectant if other more reliable methods are available.
- Follow the manufacturer's instructions.
- Check expiry date of the solution.
- Ensure that the optimum solution is used.
- Cleaning is the first and most important step in disinfection.
- The disinfection fluid must entirely cover and penetrate into all crevices in the article.
- Use recommended strengths for specific purposes.
- No disinfectant acts immediately. Note the recommended exposure time.
- Equipment has to be rinsed with sterile water after immersion in the disinfectant. It is very easy to recontaminate the equipment at this stage unless the rinsing water and all other apparatus are sterile.
- Items must not be stored in disinfectants.

- Do not refill disinfectant containers without sterilizing the container between use, topping-up is not allowed.
- Disinfectants should be supplied ready-for-use from the pharmacy.

## 5. Definitions

Cleansing agent – Soap / detergent / general purpose cleaner

Alcohol – Chlorhexidine in alcohol

Sodium Hypochlorite – e.g. Biocide D, Bacterex, Medisure, Jik etc.

Scouring Agent – e.g. hard surface cleaner

## 6. Choice of decontamination methods

The choice of cleaning, disinfection and sterilization will depend on many factors:

- Infection risk
- Nature of the contamination
- Time available for processing
- The heat, pressure, moisture and disinfectant tolerance of the item
- Availability of suitable processing equipment
- Risks to the processing staff

## 7. Sterilization Protocol

### 8. Guidelines/procedure

Article	Recommendation
Ambu Bag	Wash in hot soapy water and store dry after each use.
Antibacterial hand wash dispensers.	Refer to Hand washing, Chapter 2 Wash thoroughly, dry and refill. Topping-up is not acceptable as micro-organisms readily grow in contaminated soap.
Anaesthetic Equipment: Face masks Re-breathing bags Airways -disposable Endotracheal tubes - disposable	Refer to Respiratory guidelines, Chapter 11. Return to CSSD, for autoclaving as a heat sensitive item Return to CSSD, for autoclaving as a heat sensitive item Single patient use only Single patient use only
Aprons - Non-disposable- Disposable	Wash with cleansing agent and hot water. Wipe down with Chlorhexidine in alcohol  Single patient use only. Discard as health care risk waste after use.
Baths, handwash basins	Scour with scouring agent and hot water, rinse and dry.
Bath stool	Clean with cleansing agent and hot water, rinse and dry.
Bath mats - non-slip	Scrub with cleansing agent and hot water, rinse and dry. Store dry.
Bed blocks, bed cradles, bed elevators, bed tables, bed stairs	Wash with cleansing agent and hot water and dry.



Bedpans, potties	<ol style="list-style-type: none"> <li>1. Place pan in bedpan washer and put through cycle of 80°C. Store dry and inverted. Scour with scouring agent daily.</li> <li>2. If the above is not available, discard content down the sluice, wash with hot water and soap/cleansing agent. Scour and soak in Sodium Hypochlorite (250ppm) for 20 minutes daily. Store dry.</li> <li>3. Preparation Guide for the disinfectant must be clearly displayed.</li> <li>4. Disinfectant solution used for soaking of bedpans to be discarded immediately after use.</li> </ol>
Bed frames and cots	Wash with cleansing agent and hot water and dry.
Bottles/infant feeding utensils	Wash with hot soapy water then return to milk kitchen/CSSD for autoclaving
Bottle/infant feeding utensil brushes	Rinse under running water, shake well, invert and store dry.
Re-usable Bowel washout equipment	Flush with water, return to CSSD for autoclaving.
Bowls – washing (Stainless Steel recommended)	Clean with hot water and cleansing agent after each use and dry. Store inverted. Scour daily.
Brushes: Nail  Shaving  Tooth  Toilet  Toilet brush holder	<p>Not used in clinical areas</p> <p>Not recommended</p> <p>Single patient use, rinse under running water after use, invert and store dry.</p> <p>Rinse in flushing water, shake in pan, store dry.</p> <p>Clean with cleansing agent and hot water daily, rinse and dry.</p>
Buckets, containers, bins	Line with disposable plastic bag to contain the contents for disposal. Clean with cleansing agent, hot water and dry. Scour daily.
Cradles	Wash with cleansing agent and hot water, rinse and dry.
Chairs: Commode, Easy, Upright, Wheel	Clean with cleansing agent and hot water daily, and in between patient use rinse and dry.
Cot sides	Wash with cleansing agent and hot water, rinse and dry.
Crockery, cutlery	Dishwasher, or wash with cleansing agent and hot water, air dry.
Crutches	Wash with cleansing agent and hot water daily and dry.
Cuffs - blood pressure	Material to laundry if soiled otherwise clean daily with cleansing agent and hot water. Dry. Maintain sufficient stock to allow appropriate cleaning.
Cubicle curtain rails	Clean weekly with cleansing agent and hot water.

Article	Recommendation
Defibrillator: Electrode pads	Remove all traces of electrode jelly wipe with chlorhexidine in alcohol.
Electrode internal	Return to CSSD for sterilization after each use
Denture container - disposable	Discard as health care risk waste after use.
Dispensers e.g. cellotape	Damp dust and dry.
Drainage apparatus: Suction bottles - non-disposable  Disposable  Suction tubing  Under water seal drainage - disposable	Empty contents into the sluicer and rinse under running water. Return to CSSD for autoclaving.  Remove lining according to the manufacturer's instructions, discard as health care risk waste.  Single patient use only. Discard as health care risk waste after 24 hours.  Discard as health care risk waste.
Dusting, damp	Wipe surfaces with a clean cloth, cleansing agent and hot water then dry the surfaces. Observe colour coding.
Ear pieces: Auroscopes  Hearing aids  Earphones	Wash with cleansing agent and hot water, dry.  Wipe with chlorhexidine and alcohol.  Wipe with cleansing agent, hot water and dry.
Endoscopes	Refer to guidelines on the Care of Endoscopes Chapter 6
Environmental soiling of faeces, vomitus or blood, body fluids.	Refer to guidelines on Standard Precautions Chapter 15.  Wearing unsterile, disposable gloves remove the spill immediately with paper towel; discard paper into the red plastic bag. Flood area with Sodium hypochlorite 10,000ppm (3grms to 100mls of water). Leave for 2-3 minutes, wipe up with paper. Towel and discard as hazardous waste. Remove protective attire, wash hands.

Article	Recommendation
ECG leads/electrodes	Wipe with cleansing agent, hot water and dry.
Electric fans	Damp dust weekly.
Floors	Refer to guidelines Maintenance of the Hospital environment Chapter 5 Clean with cleansing agent and hot water.
Floor mops	Colour code mops for different areas. Wash and soak separately thoroughly after use; soak in Sodium hypochlorite solution 250ppm for 10 minutes. Invert and store dry. Do not store in disinfectant solution.
Floor scrubber/polisher	Must be fitted with splash guards, wipe with cleansing agent and hot water, dry.
Hands of staff	Refer to guidelines on Hand Hygiene Chapter 2.
Hoists	Wash with cleansing agent and hot water daily.
Humidifiers	Refer to guideline on Respiratory Equipment Chapter 11. Bottles must be changed on a daily basis as per manufacturer's instructions.
Incubators – infants	Wash daily with cleansing agent and hot water. Wipe down with chlorhexidine and alcohol. Change filters according to the manufacturer's instructions.
Instruments and CSSD equipment	Place in plastic bag after use and return to CSSD. In clinics with no CSSD commercially prepared packs should be used. Single patient use only.
Insufflator ear	Clean with cleansing agent, hot water and dry after use.
Laryngoscopes: Handle	Wash/brush with cleansing agent and hot water, store dry.  Send to CSSD for autoclaving.
Blades	
Linen . Soiled dry	Refer to guideline on Laundry Chapter 7  Place in laundry bag at the bedside, seal when ¾ full, send to the laundry.
Soiled wet	Using gloves, such solids as can be removed should be disposed of into a bedpan or the sluice pan. Moisten stain with water (to prevent the stain from setting). Place in a yellow bag, seal when ½ full, send to the laundry.

Article	Recommendation
Lockers	Damp dust daily and when necessary. Terminal cleaning: wash inside and outside with cleansing agent, hot water and dry.
Mattresses	Enclosed in a water repellent protective covering. Clean the covers with cleansing agent, hot water and dry daily and when soiled.
Mucous extractor	Single use only
Nebulizers	Single patient use only. Wash with soap and water between use and store dry. Discard after 24 hours.
Nappies – disposable	Discard as health care risk waste.
Oxygen: Stands  Tubing  Masks	Damp dust surfaces and dry.  Single patient use only, discard as health care risk waste.  Single patient use only, discard as health care risk waste.
Pillows	Enclose in water repellent protective cover. Clean covers with cleansing agent, hot water and dry when visibly soiled and during terminal disinfection.
Protoscopes	Wash with cleansing agent and hot water. Return to CSSD.
Razors – disposable  - non-disposable  - electric	Discard as sharps after use.  Wash well with cleansing agent and hot water. Return to CSSD.  Single patient use. Remove razor head, brush out bristles onto paper towel. Wash razor head; disinfect head with chlorhexidine in alcohol for 5 minutes. Store dry.
Pigflow Mouthpiece	

<b>Article</b>	<b>Recommendation</b>
Scales	Before and after use clean with cleansing agent and hot water, dry. Between weighing babies spray with chlorhexidine in alcohol and renew the paper sheet.
Scissors: CSSD	Place in plastic bag and return to CSSD.
Nurses	Wipe with chlorhexidine and alcohol between use.
Sinks: hand and sluice	Clean with scouring agent when visibly soiled and daily, rinse and dry.
Sigmoidoscopes	Flush/rinse with water and return to CSSD.
Syringes – disposable	Single patient use only, discard into sharps container according to guidelines on Waste Chapter 20
Space blankets	Single patient use only. If visibly soiled, discard as health care risk waste.
Splints: Plastic	Remove any padding; wash with cleansing agent and hot water, dry.
Thomas	Wash with cleansing agent and hot water, dry.
Sputum Mugs	Disposable, discard as health care risk waste.
Stomach washout equipment, funnel, tubing, stomach tube	Flush with water and return to CSSD.
Suction machine	Wipe exterior with cleansing agent and hot water. Store dry.
Stethoscopes	Wipe with chlorhexidine and alcohol between patients.
Telephones	Clean mouth and ear-pieces daily with cleansing agent and hot water.
Thermometers: Digital	Wash thermometers after use with cleansing agent and cold water. Wipe with chlorhexidine in alcohol and store dry.
Disposal	If probes are used single patient use only. Single patient use only and discard according to the manufacturer's instructions.
Toilet: Pan	Clean pans daily and when necessary with cleansing agent and brush.
Seat	Wash daily and when necessary with cleansing agent and hot water.
Tracheostomy tubes - disposable	Discard as health care risk waste.
- non-disposable	Clean, dry, return to CSSD.
Trays – Food	After use wash with cleansing agent and hot water, dry.
Trolleys: Dressing	Wash thoroughly with cleansing agent and hot water daily. Between dressings clean the shelves with chlorhexidine in alcohol and dry with paper towel.

Food	Trolley wheels to be cleaned weekly and when necessary with cleansing agent and hot water.  Wash daily and when required with cleansing agent and hot water, dry.
Medicine	Wash inner and outer surfaces daily and when required with cleansing agent and hot water, dry.
Mortuary	Wash daily and when required with cleansing agent and hot water, dry.
Patient transport	Wash daily and when required with cleansing agent and hot water, dry. Trolley wheels to be cleaned weekly and when necessary with cleansing agent and hot water.
Sluice	Wash daily and when required with cleansing agent and hot water, dry. Trolley wheels to be cleaned weekly and when necessary with cleansing agent and hot water.
Urinals	As for bedpans.
Urine specimen collection stainless steel receivers	Wash after each patient use with cleansing agent and hot water and send to CSSD for autoclaving Maintain adequate stock levels.
Urine bag holders/stands	Wash with cleansing agent and hot water, and dry.
Vaginal examination speculum:	
Disposable	Discard as health care risk waste.
Non-disposable	Rinse, place in plastic bag and return to CSSD
Ventilators	Refer to guidelines on Respiratory equipment Chapter 11.
Vials – multi-dose	Labelled and dated for single patient use only. Wipe rubber bung with chlorhexidine in alcohol and allow to dry. Vials containing glucose - use once and discard.
X-Ray machine	Wipe surfaces with cleansing agent and hot water, dry. Daily and when visibly soiled.

## 9. Monitoring and Evaluation

This guideline must be communicated to all healthcare workers, implemented, monitored and evaluated. Remedial intervention instituted when necessary.