



**KWAZULU-NATAL PROVINCE**  
HEALTH  
REPUBLIC OF SOUTH AFRICA

## KZN Health Intranet

Search this site

KZN HEALTH

HOME CORPORATE INFORMATION COMPONENTS DIRECTORY DISTRICT OFFICES HEALTH FACILITIES

KZN Health > Components > Supply Chain Management

AdvertQuote



**KWAZULU-NATAL PROVINCE**  
HEALTH  
REPUBLIC OF SOUTH AFRICA

## Quotation Advert

**Opening Date:** 2021-04-12

**Closing Date:** 2021-04-19

**Closing Time:** 11:00

### INSTITUTION DETAILS

**Institution Name:** Ilembe district office

**Province:** KwaZulu-Natal

**Department or Entity:** Department of Health

**Division or section:** Central Supply Chain Management

**Place where goods / services is required** GROUVILLE CLINIC

**Date Submitted** 2021-04-12

### ITEM CATEGORY AND DETAILS

**Quotation Number:** ZNQ:  
LEM/002/22

**Item Category:** Services

**Item Description:** CLEANING OD BUILDINGS AND OFFICE AT GROUVILLE CLINIC  
(5 MONTHS CONTRACT)

**Quantity (if supplies)** 7 CLEANERS

### COMPULSORY BRIEFING SESSION / SITE VISIT

**Select Type:** Not Applicable

**Date :**

**Time:**

**Venue:**

**QUOTES CAN BE COLLECTED FROM:** ATTACHED TO ADVERT OR ILEMBE HEALTH DISTRICT OFFICE

**QUOTES SHOULD BE DELIVERED TO:** TENDERBOX AT GROUND FLOOR ,NO 1 KING SHAKA STREET ,  
KWADUKUZA

### ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

**Name:** MR S. N. MASUKU

**Email:** nkululeko.nxasane@kznhealth.gov.za

**Contact Number:** 032 437 3500

**Finance Manager Name:** HLENGIWE NGCOBO

**Finance Manager Signature:**

No late quotes will be considered



# health

Department:  
Health  
**PROVINCE OF KWAZULU-NATAL**

**ZNQ/LEM/002/22**

## **iLEMBE HEALTH DISTRICT OFFICE**

### **Cleaning of Buildings and Offices at Groutville Clinic X 7 People**

**Advert Date** : 12 April 2021  
**Closing Date & Time** : 19 April 2021 @ 11h00  
**Contract Period** : 5 Months  
**Administration Enquiries** : Mr. S. N. MASUKU /MRS. S. Z. ZULU  
**Contact Number** : 032 437 3500 Ext (3561/3562)

**Technical Contact Person** : N/A  
**Contact Number** : N/A

**DOCUMENTS MUST BE DELIVERED BY HAND AND DEPOSITED IN THE QUOTATION BOX SITUATED IN:**

<b>iLembe Health District Office</b> 1 <sup>st</sup> Floor, King Shaka Center 1 on king Shaka street KwaDukuza "Next to Elevators"	THE QUOTATION BOX IS AVAILABLE ON THE FOLLOWING DAYS AND TIMES: MONDAYS TO FRIDAYS 07:30 - 16:00
--	--

**COMPANY NAME :** \_\_\_\_\_





**DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to quote (includes a price quotation, advertised competitive quote, limited quote or proposal). In view of possible allegations of favouritism, should the resulting quote, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
  - the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the quote(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the quote.
2. In order to give effect to the above, the following questionnaire must be completed and submitted with the quote.

- |  |   |
|--|---|
| 2.1. Full Name of bidder/representative.....   | 2.4. Company Registration Number: ..... |
| 2.2. Identity Number: .....  | 2.5. Tax Reference Number: .....        |
| 2.3. Position occupied in the Company (director, trustee, shareholder <sup>2</sup> ):..... | 2.6. VAT Registration Number: .....     |

2.7. The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below. [TICK APPLICABLE]

2.8. Are you or any person connected with the bidder presently employed by the state?  YES  NO

2.8.1. If so, furnish the following particulars:  YES  NO   
 Name of person / director / trustee / shareholder/ member: .....  
 Name of state institution at which you or the person connected to the bidder is employed:.....  
 Position occupied in the state institution: .....Any other particulars:.....

2.8.2. If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?  YES  NO

2.8.2.1. If yes, did you attach proof of such authority to the quote document?

*(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the quote.)*

2.8.2.2. If no, furnish reasons for non-submission of such proof: .....

2.9. Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?  YES  NO

2.9.1. If so, furnish particulars:.....

2.10. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this quote?  YES  NO

2.10.1. If so, furnish particulars:.....

2.11. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this quote?  YES  NO

2.11.1. If so, furnish particulars:.....

2.12. Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?  YES  NO

2.12.1. If so, furnish particulars:.....

**3. Full details of directors / trustees / members / shareholders.**

NB: The Department Of Health will validate **details of directors / trustees / members / shareholders** on CSD. It is the suppliers' responsibility to ensure that their details are up-to-date and verified on CSD. If the Department cannot validate the **information** on CSD, the quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.

**4 DECLARATION**

I, THE UNDERSIGNED (NAME).....CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.

I ACCEPT THAT THE STATE MAY REJECT THE QUOTE OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

<sup>1</sup>"State" means –

- |   |   |
|---|---|
| a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999); | c) provincial legislature;                                    |
| b) any municipality or municipal entity;  | d) national Assembly or the national Council of provinces; or |
|   | e) Parliament.  |

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

## SPECIAL CONTRACT CONDITIONS OF QUOTATIONS

### 1. AMENDMENT OF CONTRACT

- 1.1. Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties.

### 2. CHANGE OF ADDRESS

- 2.1. Bidders must advise the Department of Health (institution where the offer was submitted) should their address (*domicilium citandi et executandi*) details change from the time of bidding to the expiry of the contract.

### 3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

- 3.1. The institution is under no obligation to accept the lowest or any quote.
- 3.2. The price quoted must include VAT (if VAT vendor). However, it must be noted that the department reserves the right to evaluate all quotations excluding VAT as some bidders may not be VAT vendors.
- 3.3. The bidder must ensure the correctness & validity of quote:
- (i) *that the price(s), rate(s) & preference quoted cover all for the work/item (s) & accept that any mistakes regarding the price (s) & calculations will be at the bidder's risk*
- 3.4. The bidder must accept full responsibility for the proper execution & fulfilment of all obligations conditions devolving on under this agreement, as the Principal (s) liable for the due fulfilment of this contract.
- 3.5. This quotation will be evaluated based on the 80/20 points system, specification & correctness of information. All required documentation must be completed in full and submitted.
- 3.6. Offers must comply strictly with the specification.
- 3.7. Only offers that meet or are greater than the specification will be considered.
- 3.8. Late quotes will not be considered.
- 3.9. Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.
- 3.10. A bidder not registered on the Central Suppliers Database or verification has failed will not be considered.
- 3.11. All delivery costs must be included in the quote price, for delivery at the prescribed destination.
- 3.12. Only firm prices will be accepted. Such prices must remain firm for the contract period. Non-firm prices (including rates of exchange variations) will not be considered.
- 3.13. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.14. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered. Furthermore a verification will be done to identify if bidders have multiple companies and are quoting (cover-quoting) for this bid. In such instances only the cheapest bid according to specification will be considered.

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

- 4.1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
- 4.2. Under no circumstances whatsoever may the quotation/bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
- 4.3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
- 4.4. Quotation submitted must be complete in all respects.
- 4.5. Any alteration made by the bidder must be initialled.
- 4.6. Use of correcting fluid is prohibited
- 4.7. Quotation will be opened in public as soon as practicable after the closing time of quotation.
- 4.8. Where practical, prices are made public at the time of opening quotations.
- 4.9. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

### 5. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS

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

- 5.5. No quotation/bid sent through the post will be considered if it is received after the closing date and time stipulated in the quotation documentation, and proof of posting will not be accepted as proof of delivery.
- 5.6. Quotation documents must not be included in packages containing samples. Such quotations may be rejected as being invalid.

**6. SAMPLES**

- 6.1. In the case of the quote document stipulating that samples are required, the supplier will be informed in due course when samples should be provided to the institution. (This decreases the time of safety and storage risk that may be incurred by the respective institution). The bidders sample will be retained if such bidder wins the contract.
- (i) If a company/s who has not won the quote requires their samples, they must advise the institution in writing of such.
- (ii) If samples are not collected within three months of close of quote the institution reserves the right to dispose of them at their discretion.
- 6.2. **Samples must be made available when requested in writing or if stipulated on the document.**
- (i) If a Bidder fails to provide a sample of their product on offer for scrutiny against the set specification when requested, their offer will be rejected. All testing will be for the account of the bidder.

**7. COMPULSORY SITE INSPECTION / BRIEFING SESSION**

7.1. Bidders who fail to attend the compulsory meeting will be disqualified from the evaluation process.

- (i) The institution has determined that a compulsory site meeting  take place
- (ii) Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Time \_\_\_\_ : \_\_\_\_ Place \_\_\_\_\_

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

**8. STATEMENT OF SUPPLIES AND SERVICES**

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

**9. SUBMISSION AND COMPLETION OF SBD 6.1**

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

**10. TAX COMPLIANCE REQUIREMENTS**

- 10.1. In the event that the tax compliance status has failed on CSD, **it is the suppliers' responsibility to provide a SARS pin in order for the institution to validate the tax compliance status of the supplier.**
- 10.2. In the event that the institution cannot validate the suppliers' tax clearance on SARS as well as the Central Suppliers Database, **the quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.**

**11. TAX INVOICE**

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

- |   |   |
|---|---|
| (i) the name, address and registration number of the supplier;<br>(ii) the name and address of the recipient;<br>(iii) an individual serialized number and the date upon which the tax invoice is issued; | (iv) a description and quantity or volume of the goods or services supplied;<br>(v) the official department order number issued to the supplier;<br>(vi) the value of the supply, the amount of tax charged;<br>(vii) the words tax invoice in a prominent place. |
|---|---|

**12. PATENT RIGHTS**

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

### 13. PENALTIES

- 13.1. If at any time during the contract period, the service provider is unable to perform in a timely manner, the service provider must notify the institution in writing/email of the cause of and the duration of the delay. Upon receipt of the notification, the institution should evaluate the circumstances and, if deemed necessary, the institution may extend the service provider's time for performance.
- 13.2. In the event of delayed performance that extends beyond the delivery period, the institution is entitled to purchase commodities of a similar quantity and quality as a substitution for the outstanding commodities, without terminating the contract, as well as return commodities delivered at a later stage at the service provider's expense.
- 13.3. Alternatively, the institution may elect to terminate the contract and procure the necessary commodities in order to complete the contract. In the event that the contract is terminated the institution may claim damages from the service provider in the form of a penalty. The service provider's performance should be captured on the service provider database in order to determine whether or not the service provider should be awarded any contracts in the future.
- 13.4. If the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance.

### 14. TERMINATION FOR DEFAULT

- 14.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
  - (i) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract,
  - (ii) if the supplier fails to perform any other obligation(s) under the contract; or
  - (iii) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 14.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services.
- 14.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

### 15. FAILURE TO COMPLY WITH ABOVE WILL RESULT IN YOUR QUOTE BEING PASSED OVER.



## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all quotes:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2 The value of this quote is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 1.3 Points for this quote shall be awarded for:
- (a) Price; and
  - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this quote is allocated as follows:

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

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

### 2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **"prices"** includes all applicable taxes less all unconditional discounts;
- (h) **"proof of B-BBEE status level of contributor"** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

**3. POINTS AWARDED FOR PRICE**

**3.1 THE 80/20 PREFERENCE POINT SYSTEMS**

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

$$Ps = 80 \left( 1 - \frac{Pt - P \text{ min}}{P \text{ min}} \right) \text{ Where}$$

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = Price of lowest acceptable bid

**4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

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

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

**5. BID DECLARATION**

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

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

6.1 B-BBEE Status Level of Contributor: = .....(maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

(Tick applicable box)

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

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 B-BBEE status level of the sub-contractor.....

8. Whether the sub-contractor is an EME or QSE

(Tick applicable box)

iv) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

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

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 **TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]**

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
.....

9.6 **COMPANY CLASSIFICATION [TICK APPLICABLE BOX]**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

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

<p>.....</p> <p><b>SIGNATURE(S) OF BIDDERS(S)</b></p> <p><b>DATE:</b> .....</p> <p><b>ADDRESS</b>.....</p> <p>.....</p> <p>.....</p>
--

## SPECIFICATION

SERVICE: CLEANING OF BUILDING AND OFFICES: PERIOD OF CONTRACT – 5 MONTHS

### PART ONE

#### 1. CLEANING OF CLINIC BUILDINGS

**HOURS OF ATTENDANCE (MUST BE MONDAY TO SUNDAY INCLUDING OF PUBLIC HOLIDAYS)**

Monday to Sunday (Day shift) :06h00 to18h00 (Subject to be review with management of each institution)

**Total number of personnel required 07 : (Monday to Sunday 06:00 to 18:00 - Day shift)**

**Total number of personnel required 07 to be present at all times**

Please refer to the Price Page for institution based hours of attendance which are subject to be reviewed with the institution concerned should such need arise.

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

The service provides must ensure that they comply with Bargaining Council requirements.  
The contractors or service provider must also provide the Bargaining Council Certificate to the Institutional Management.

#### 1.1 BUILDINGS

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

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

1.2.1 Buildings/areas as defined at the Compulsory Site Inspection meeting/in this bid must be cleaned daily, high traffic areas to be cleaned hourly and as when necessary. All floors must be swept, vacuumed and/or mopped and the surfaces of all furniture and equipment, chalkboard/whiteboard rails and low window ledges dusted. Internal walls must be spot cleaned weekly and quarterly deep damp dusted down using a cleaning detergent and dried, in line with the current infection control practices.

1.2.1.1 High level 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. 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.

1.2.1.2 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.

1.2.1.3 All inside facing window panes and where possible outfacing windowpanes must be cleaned using

a cleaning detergent monthly. The contractor must adhere to Health and Safety Regulations.

- 1.2.1.4 Door mats must be dusted out daily and when necessary, depending on traffic of the mat material. 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.
- 1.2.1.5 Ground level concrete brick surfaces and paving of entrances, foyers and passage ways must be swept daily and litter removed daily and when necessary and as directed by institution's management.
- 1.2.1.6 Blocked waste pipes, catch pits, traps, washbasins, urinals and toilet bowls must be immediately reported to Clinic Management of the Institution in writing and verbal. Leaking taps, urinals and cisterns must also be ungently reported to the attention of the Clinic Management at the Institution in writing and verbal.

### 1.3. VERANDAHS

Verandas must be swept and moped daily and when necessary, polished monthly or as when necessary and buffed daily stripping must be done once in two months

### 1.4. FLOOR SURFACES

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

- a) All resilient floors in traffic areas must be treated by removing dust with a control maslin mop 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 once a month.**
- b) Hard floors (ceramic, marble, granite, brick, concrete etc.) in high and low traffic areas must be treated by removing dust with a maslin mop 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.

### 1.5. TOILETS, BATHROOMS AND CHANGEROOMS

#### 1.5.1 Basins/Hand basins

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

#### 1.5.2 Baths

- a) Clean with a (SABS) approved bath cleaner without ammonia daily and when necessary using a green disposable cloth.
- b) Bathroom must be cleaned using soap and water daily and when necessary.

### **1.5.3 Lavatories including urinals**

#### **1.5.3.1 Toilets**

Toilet to be cleaned twice daily or when necessary

- a) 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.
- b) Damp dust the toilet pipes daily
- c) 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.
- d) Steam clean the toilet surface; dip cleaning must be done during night duty under supervision.

#### **1.5.3.2 Urinals**

- a) Remove any visible blockage in urinal/s twice daily and when necessary. Damp dusts wipes and dry pipes and flushing mechanisms. Wet mop step of floor at urinal with recognised disinfectant twice daily or as when necessary. Remove mineral deposits from gullies and drains weekly using a recognised disinfectant. Mop daily using soap and water. Wet wipe seat and lid, cistern, pipes twice daily and when necessary.

#### **1.5.4 Sinks**

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

#### **1.5.5 Showers**

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

### **1.6. OTHER SERVICE**

- (a) Banisters/hand rails – damp dusted weekly using soap 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 soap and water with a disposable colour coded cloth. All litter must be cleared from the unit to the intermediate storage area.
- (e) Areas within the courtyards must be swept on a daily basis or when it is necessary and wash with disinfected daily. Litter must be removed daily and when it is necessary.
- (f) Desks - natural/unsealed wood must be damp dusted daily and polished weekly.
- (g) Door - finger marks on glass and push plates in doors must be removed daily.

- (h) Door knobs and handles must be damp wiped with soap and water and dried daily.
- (i) Hand-rails on/in escalators/lifts must be damp dusted daily. The side panels must be damp dusted weekly using soap and water. All dust and litter in the treads must be mop out daily. Lift floors to be moped clean daily using soap and water.
- (j) 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.
- (k) Desk top fan, ceiling fan and wall mounted air conditioner units and heaters must be dusted weekly using soap and water with a disposable colour coded cloth
- (l) Lamps must be damp dusted daily and damp wiped weekly.
- (m) Lights must be dusted monthly.
- (n) Light switches must be damp wiped weekly.
- (o) Mirrors must be polished with a glass cleaner daily and when necessary.
- (p) Partitions must be spot cleaned as necessary. Clean washable surfaces monthly and clean glass with glass cleaner monthly.
- (q) Picture frames must be dusted monthly and when necessary.
- (r) Coded power skirting's must be dusted daily.
- (s) Railings must be damp wiped weekly.
- (t) All waste bins situated within the building must be emptied daily and washed weekly and where necessary using soap and water.
- (u) Shelves that are empty must be damp dusted daily.
- (v) Window sills must be damp dusted daily.
- (w) When cleaning toilets check that sufficient toilet paper, hand soap and paper towels are available, if not report to the institutional management for replenishment.
- (x) Toilet paper, sanitary towels holders for female toilets, hand soap, paper towel and waste disposable bin must be plastic bag lined accordingly.
- (y) When so directed by the Institutional Management, the Contractor must move furniture and equipment for the purposes of cleaning and/re-location.
- (z) 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.
- (aa) Colour coded mops must be utilized. The colour coding is must be in line with the Institutional Infection Control guidelines.
- (bb)** Clean, damp dust patient lockers, beds, foot stool, drip stands, cardiac trolleys etc., daily and when discharging the patient.

**The Service provider shall be responsible to collect and transport all health care risk, general waste and food waste to the facility storage area.**

## 2. CLEANING OF CLINIC OFFICES

### 2.1 OFFICES

- a) Floor must be swept using damp mop daily and when necessary using soap and water. The floor must be moped using blue mop and janitor trolley.
- b) Stripping and seal of floor must be done once every month using floor stripper without Ammonia (SABS approved products).
- c) Damp dust furniture once a week using disposable colour coded wiping cloth and furniture polish once a weekly

## 3. PROTECTIVE CLOTHING

- d) The service provider must provide staff with uniform embroidered with company name, safety boots, safety shoes, gloves, masks, goggles, shoulder elbow length gloves, long sleeve disposable aprons, and wet floor sign and name tags.

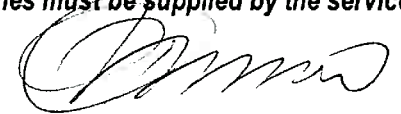


**NB: THE SERVICES PROVIDE WILL HAVE TO PROCURE ITS OWN EQUIPMENT**

The bidder must have the below listed machinery and equipment at all times to successfully execute this contract.

Cost Of Cleaning Equipment		
Description of item	Quantity	Costs
1. Two-way bucket system with wringer	5	
2. Janitor Trolley	2	
3. Maslin mop	7	
4. Stepladders 4 step	1	
5. Wet floor signs	5	
6. Colour coded mops with white, red and blue handle (steel/metal) with detachable mop heads	6 each colour	
7. Stripping machines and brushes	1	
8. High pressure Cleaner with hose 30m	1	
9. Window squeegees	10	
10. Spray bottles for decanting floor polish	20	
11. Soft Broom 300mm	5	
12. Brooms for courtyards and veranda's	2	
13. Microfiber duster adjustable	10	
14. Brushes lavatory with holder	20	
	<b>Total Cost</b>	<b>R</b>
<i>(Note : Total Cost is to be divided by 5 to get Total Monthly Cost)</i>		
	<b>Total Monthly Cost</b>	<b>R</b>
<i>(Note :Transfer Total Monthly Cost to Price Breakdown Page )</i>		

All cleaning equipment conforming to Infection Prevention Control Policy Guidelines must be supplied by the service provider.



All bidders must note that cleaning material must be supplied by the service provider approved by Infection Prevention Control. Items that are not listed above, the service provider must provide the institution to ensuring proper cleaning is done to the facility.

**NB: Bidders to note:-**

- Quantities are determined by the size of the each institution and that all products must be SABS approved
- All chemicals must be accompanied by material safety data sheet and comply with ISO 9001 requirements
- Should the awarded company not use correct required cleaning detergents and Equipment; the contract will be terminated with immediate effect.

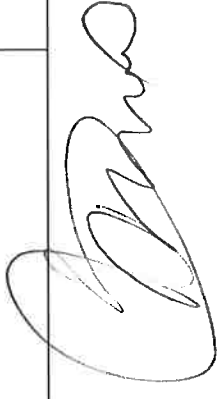
**THE SERVICES PROVIDER WILL HAVE TO PROCURE ITS OWN EQUIPMENT AND CLEANING MATERIAL**

**Cleaning material**

**NB: THE SERVICE PROVIDER WILL HAVE TO PROCURE ITS OWN CLEANING MATERIAL.**

**Annexure B**

Cost of Cleaning Material				
Description of Items	Quantity Required	Packaging	Brand Name	Cost
1. All-purpose cleaner without ammonia	10	5 litre		R
2. Stripper without ammonia	2	20 litre		R
3. Steel wool –scrub floor corners	2	500g		R
4. Floor Sealer	2	20 litre		R
5. Window cleaner( spray)	30	750ml		R
6. Deo-block	200	200g		R
7. Pine Gel	2	20 litre		R
8. Disposable Daily Wipes (Red, Blue, White)	10 each colour	Pack of 100 each colour		R
9. Furniture polish (spray)	10	750ml		R
10. Clear refuse bag ( 40 micron )	5	Pkt 100		R
11. Air Freshener	20	180ml		R
12. Disposable Aprons ( Red , Blue & White )	1 each colour	Pkt of 100		R
13. Tile Cleaner	5	5 Litre		R
14. Dishwash Liquid	2	20 litre		R
15. Red refuse bag ( 40 micron )	5	Pkt 100		R
<b>Total Monthly Cost</b>				



**(Note : Transfer Total Monthly Cost to Price Breakdown Page )**

<u>Description</u>	<u>Cost</u>
<b>Total Costs Of Labour per person ( Day Shift )</b> 06:00 to 18:00 Monday to Sunday <i>Including Public Holidays</i> <ul style="list-style-type: none"> <li>Actual Monthly wage</li> </ul>	R
UIF	R
COIDA	R
Provident Fund	R
Uniforms	R
Bargaining Counsel Levy	R
<b>Total Monthly Cost Per Person</b> <i>Note: multiply this amount by 7 to get Total Monthly Cost for 7 Personnel</i>	R
<p style="text-align: center;"><b>Total Monthly Cost for Wages for 7 Personnel</b></p> <i>(Note : Transfer Total Monthly Cost for Wages to Price Breakdown Page )</i>	R

**NB: Failure to comply with the latest minimum BCCCI Labour rates will result in your document being disqualified**



**Price Breakdown**

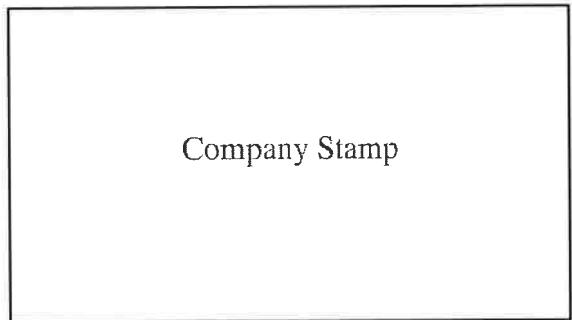
<b><u>Description</u></b>	<b>Amount</b>
Total Monthly Cost for Wages ( <i>from page 8</i> )	R
Total Monthly Cost Of Cleaning Equipment ( <b>Annexure A</b> )	R
Total Monthly Cost Of Cleaning Material ( <b>Annexure B</b> )	R
Overheads per Month	R
Profit Per Month	R
<b>Sub Total</b>	R
Vat @15% (only if VAT Vendor)	R
<b>Total Cost Per Month</b>	R
<i>Total cost per month X 5 months = Total cost for 5 months</i>	
<b>Total Cost for 5 Months</b>	R

*(Note: Transfer Total Cost for 5 months to Quotation price Page)*

\_\_\_\_\_  
Name Bidder

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## SPECIAL TERMS AND CONDITIONS

### INTRODUCTION

Bidders must ensure that they are fully aware of the Special Terms and Conditions contained in this bid.

Only bidders that fully meet the specification and Special Terms and Conditions of Contract shall be accepted.

### 1. ACCEPTANCE OF QUOTATION

- 1.1 Bidders must submit their offers in line with the specifications. Failure to comply shall invalidate the bid.
- 1.2 Bidders must note that the Department is committed to ensuring compliance with the government's principles of, *inter alia*; promoting employment and advance the social and economic welfare of all South Africans and promoting equitable participation of small and medium-sized enterprises in government projects/contracts. Therefore bidders are advised that the Department shall uphold these principles and strive to promote equitable distribution of opportunities in the Department's projects. The Department shall where appropriate strive to avoid creating a monopoly by any service provider over the projects to be undertaken on the Department's behalf by prospective service providers by ensuring equitable distribution of projects to all qualifying bidders.
- 1.3 Department of Health will enter into Service Level Agreement(s) with the successful bidder(s).
- 1.4 Bidders must comply with safety regulations at all times during operations.
- 1.5 **75 % of the workforce must be recruited from the local community**

### 2. AWARD OF QUOTATION

- 2.1 The Quotation Award Committee reserves the right to award the quotation to a suitable supplier.

### 3. BARGAINING COUNCIL AND CERTIFICATE OF COMPLIANCE

As the cleaning industry is regulated, the bidder must be a member of the Bargaining Council for the Contract Cleaning Industry (KwaZulu-Natal). **The valid Certificate of Compliance** must be submitted with the closing date and time of the bid. Failure to do so may result in your document being invalid.

### 4. CHECKING OF SERVICE

- 4.1 Inspection of the service shall be done by the nominated supervisory staff at the Centre, as well as by the Contractor himself/herself on a daily basis.
- 4.2 The responsible personnel, Department of Health KwaZulu-Natal, shall be entitled at any time to inspect the service rendered by the Contractor, in order to ensure that the service rendered is in accordance with the purported execution of the contract.

## **5. CODE OF CONDUCT**

- 5.1 The Department may delegate to any deputy or other person , any of his powers or functions in terms of this agreement and on receiving notice in writing of such delegation the Contractor shall recognize and obey the delegated person to whom any such powers or functions have been delegated as if he/she were the Department.
- 5.2 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.
- 5.3 The Contractor shall at all times be responsible and liable for the acts and omissions of his employees providing services to the Department in terms of this agreement while they are acting within the course and scope of their duties and employment even when not on the premises of the Department.

## **6. CONFIDENTIALITY**

- 12.1 The Contractor must ensure that the Department's interests are served at all times during the contract period. Recommendations must be based on impartial observations, responsible opinions and pertinent facts. Any information gained by the Contractor during the course of the contract must be kept in strict confidence and may not be used without the written permission of the Department.
- 12.2 the Contractor must provide training to his/her personnel before the commencement date to ensure that the personnel will immediately be qualified to perform their services to the level of professional efficiency required by the Department.

## **7. COMPLIANCE WITH SPECIFICATION**

Offers must comply strictly with the specification. Offers exceeding specification requirements are deemed to comply with the specification.

## **8. DAMAGE**

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 Operations Manager and Security Services within 24 hours.

## **9. DEPARTMENT OF HEALTH KWAZULU-NATAL EQUIPMENT AND PROPERTY**

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

## **10. DISCIPLINARY MEASURES**

- 10.1 Cleaning service personnel provided by the Contractor shall in addition to this contract be subject to the Department's Code of Conduct.
- 10.2 A breach of discipline or any negligence of duty on the part of a member of the cleaning personnel provided by the security Contractor in terms of this agreement shall be dealt with immediately by the Contractor's management.
- 10.3 The Contractor shall notify the Department, in writing, of any such breach, failure or negligence that takes place by any personnel of the contractor.

- 10.4 The Contractor shall notify the Department in writing of the outcome of any such disciplinary proceedings.
- 10.5 Should the Contractor decide not to take disciplinary steps against a member of his personnel, the reason therefore shall forthwith be conveyed in writing to the Department.
- 10.6 In the event of the Department not being satisfied by the performance of any member of the Contractor's personnel in terms of this agreement the Department shall notify the Contractor in writing thereof. The Contractor shall forthwith remove the abovementioned personnel from any duties related to this contract and replace such officer with a suitably trained security officer.
- 10.7 The personnel of the Contractor who are replaced at the Departments request shall thereafter not be used at any other site of the Department without the prior written consent of the employer.
- 10.8 Cleaning personnel must be in full uniform with identification and in possession of serviceable equipment when posted for duty.
- 10.9 The Contractor shall at his/her cost procure, acquire, install, and maintain in good and safe working order all services Equipment and shall have no claim based on enrichment or for compensation, or reimbursement or of any other nature whatsoever, against the Department.

## **11. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR**

- 11.1 It is the duty and responsibility of the Contractor to ensure that his/her staff:
- 11.1.1 Presents a presentable image/appearance in full uniform.
  - 11.1.2 At all times presents a dedicated approach to their duties.
  - 11.1.3 Shall not argue with visitors/staff/patients or be discourteous to them.
  - 11.1.4 Do not read office documents or rummage through office/kitchen waste/medical waste.
  - 11.1.5 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.
  - 11.1.6 No information concerning the institution's activities may be furnished to the public or news media by the Contractor or his/her employees without the express written permission of the Head of Department of Health.

## **12. DUTY LIST**

### **12.1 PURPOSE**

The purpose of the duty list is to serve as proof, at all reasonable times, that all staff who should be on duty per shift, are indeed on duty.

### **12.2 DRAWING UP OF A DUTY LIST**

Daily, weekly or monthly duty lists of all staff to perform duty, as purported in the contract, must be drawn up by the Contractor and handed to Centre Management where such service is rendered.

### **12.3 CHANGES TO THE DUTY LIST**

Any change to the duty list shall be crossed out by a single line, initialled and dated.

### **13. DUTY SHEET**

#### **13.1 PURPOSE**

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

13.1.1 The Contractor shall make available at the Centre, a fully expounded duty sheet per duty point.

13.1.2 A roster of the staff on duty and hourly cleaning of toilets must be attached at the back of each toilet door.

### **14. EMPLOYMENT OF MEMBERS OF THE LOCAL COMMUNITY**

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

### **14. ENTRY TO THE CENTRE(S) BY CLEANING STAFF**

The Department of Health undertakes to provide entry to the Institution and to provide the Contractor with all keys that the Contractor might require obtaining entry to those parts of the Institution where the service is to be rendered according to the contract. The Contractor shall be responsible for the safekeeping of all keys handed to him/her and he/she must acknowledge receipt thereof in writing and such keys must be returned to the Centre Management on termination of the contract. In the event of any keys being lost by an employee of the contractor, the locks for which keys were used will be replaced by the Institution and new keys provided at the contractor's expense. Fitting of new locks will be done by the Institution. The Contractor is not permitted to have duplicate keys cut.

### **15. FIRM PRICES**

15.1. This bid requires that all bid prices offered are firm. If a non-firm bid price is offered then the bidder may be disqualified for not complying with the Conditions of the Bid.

### **16. GENERAL**

16.1 The Contractor shall render a cleaning service of such an acceptable norm/standard that it will be to the benefit of both parties. All possible steps must be taken by the Contractor to ensure that the correct, intended execution of the contract will take place. These steps shall include the following:

(i) The protection of Department of Health KwaZulu-Natal property at the intended Institution when machinery/tools are used; and

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

16.2 Toilet paper will be supplied and installed by the Centre. If requested, the Contractor shall replace empty toilet paper holders, paper towels and any empty liquid detergent containers at the Centre's expense.

16.3 Cleaning materials, disinfectants and disposables in compliance to Infection Prevention Control Policy Guidelines will be supplied by the contractor.



## 17. INFECTION CONTROL

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 au fait themselves with the institutions procedures and policies.

## 18. INDEMNITY

18.1 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.

## 19. LIABILITY

19.1 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.

19.2 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.

19.3 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.

## 20. MONITORING OF SERVICE

20.1 Monitoring of service shall be done by the Contractor himself/herself on a weekly basis to monitor the performance of the contract and report to the contact person at the Centre to resolve any problems.

20.2 The responsible personnel, Department of Health KwaZulu-Natal, shall be entitled at any time to check the service rendered by the Contractor, in order to ensure that the service rendered is in accordance with the contract.

**21. MINIMUM WAGES**

21.1 It is expected that the Contractor shall pay his/her employees at least a minimum monthly basic wage, as prescribed for Area concerned of the Order for the Cleaning Industry. The latest Government Gazette must be noted as wages for the Cleaning Industry.

**22. PENALTY CLAUSE**

In the event that the contract has insufficient total number of personnel required by the institution, penalty amount of 0.04% of contract sum will be charged per day. The amount shall be deducted from outstanding payments.

**23. PERIOD OF CONTRACT**

The contract will run for a period of 5 months.

**24. STAFF EQUIPMENT**

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

24.1.1 A neat and clearly identifiable uniform from the Contractor.

24.1.2 A clear identification card from the Contractor, with the staff's photo and identification details on it, worn conspicuously on his/her person at all times whilst on the premises of the Centre.

24.1.3 The required safety equipment whilst working with machinery.

**25. SUB-CONTRACTING**

Sub-contracting is not allowed.

**26. TRADING**

No staff of the Contractor may carry on any trading at the Institution.

End user

Name:

H. P. KHOMO

Signature:

