




Quotation Advert

Opening Date: 2022-06-22 

Closing Date: 2022-06-29 

Closing Time: 11:00

INSTITUTION DETAILS


Institution Name: PMB Assessment & Therapy Centre 

Province: KwaZulu-Natal

Department or Entity: Department of Health


Division or section: Central Supply Chain Management

Place where goods / services is required PMB ASSESSMENT AND THERAPY CENTRE

Date Submitted 2022-06-22 

ITEM CATEGORY AND DETAILS


Quotation Number: ZNQ:
PAC/0052/22-23


Item Category: Services 

Item Description:
CLEANING SERVICES FOR GARDENS AND GROUNDS

Quantity (if supplies) 01 PERSON

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Compulsory Site Visit 

Date : 2022-06-27 

Time: 10:00 AM

Venue: PMB ASSESSMENT AND THERAPYCENTRE

QUOTES CAN BE COLLECTED FROM: PMB ASSESSMENT AND THERAPY CENTRE

QUOTES SHOULD BE DELIVERED TO: 35 GHANDI ROAD, NORTHDALÉ 3201

ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name: B.B MABASO / MKHIZE AYANDA

Email: pmbatc.scm@kznhealth.gov.za

Contact Number: 033 397 0382

Finance Manager Name:

P.B MABASO

Finance Manager Signature:

Mabaso

No late quotes will be considered

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, 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.....
- 2.2. Identity Number:
- 2.3. Position occupied in the Company (director, trustee, shareholder²):
- 2.4. Company Registration Number:
- 2.5. Tax Reference Number:
- 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:
 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
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¹"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);
b) any municipality or municipal entity; | c) provincial legislature;
d) national Assembly or the national Council of provinces; or
e) Parliament. |
|---|---|

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.

SCC

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 Department is under no obligation to accept the lowest or any quote.
- 3.2. The Department reserves the right to communicate in writing with vendors in cases where information is incomplete or where there are obscurities regarding technical aspects of the offer, to obtain confirmation of prices or preference claims in cases where it is evident that a typing, written, transfer or unit error has been made, to investigate the vendor's standing and ability to complete the supply/service satisfactorily.
- 3.3. **ALL DECISIONS TAKEN BY THE DEPARTMENT ARE FINAL, INCLUDING THE AWARD OF THIS QUOTATION.**
- 3.4. 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.
- 3.5. The bidder must ensure the correctness & validity of the quotation:
 - (i) *that the price(s), rate(s) & preference quoted cover all for the work/item (s) & accept that any mistakes regarding the price (s) & calculations will be at the bidder's risk*
 - (ii) *it is the responsibility of the bidder to confirm receipt of their quotation and to keep proof thereof.*
- 3.6. 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.
- 3.7. This quotation will be evaluated based on the 80/20 points system, specification, correctness of information and/or functionality criteria. All required documentation must be completed in full and submitted.
- 3.8. Offers must comply strictly with the specification.
- 3.9. Only offers that meet or are greater than the specification will be considered.
- 3.10. Late offers will not be considered.
- 3.11. Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.
- 3.12. Used/ second-hand products will not be accepted.
- 3.13. A bidder not registered on the Central Suppliers Database or whose verification has failed will not be considered.
- 3.14. All delivery costs must be included in the quoted price for delivery at the prescribed destination.
- 3.15. 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.
- 3.16. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.17. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered.
- 3.18. Verification will be conducted to identify if bidders have multiple companies and are cover-quoting for this bid.
- 3.19. In such instances, the Department reserves the right to immediately disqualify such bidders as cover-quoting is an offence that represents both corruption and acquisition fraud.

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

- 4.1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
- 4.2. Under no circumstances whatsoever may the quotation/bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
- 4.3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
- 4.4. Quotations submitted must be complete in all respects. However, where it is identified that information in a bidder's response is incomplete in any respect, the said supplier meets all specification requirements and is lowest to quote, the Department reserves the right to request the bidder to complete/submit such information.
- 4.5. Any alteration made by the bidder must be initialled; failure to do so may render the response invalid.
- 4.6. Use of correcting fluid is prohibited.
- 4.7. Quotations will be opened in public as soon as practicable after the closing time of quotation.
- 4.8. Where practical, prices are made public at the time of opening quotations.
- 4.9. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
- 4.10. The Department is under no obligation to pay suppliers in part for work done if the supplier can no longer for fulfil their obligation.

5. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS

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

Institution Stamp:	Institution Site Inspection / briefing session Official Full Name: Signature: Date:
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8. STATEMENT OF SUPPLIES AND SERVICES

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

9. SUBMISSION AND COMPLETION OF SBD 6.1

9.1. Should a bidder wish to qualify for preference points they must complete a SBD 6.1 document. Failure by a bidder to provide all relevant information required, will result in such a bidder not being considered for preference 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; | (iv) a description and quantity or volume of the goods or services supplied; |
| (ii) the name and address of the recipient; | (v) the official department order number issued to the supplier; |
| (iii) an individual serialized number and the date upon which the tax invoice is issued; | (vi) the value of the supply, the amount of tax charged; |
| | (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
Total points for Price and B-BBEE must not exceed	100

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:

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

- 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
applicable box)

(Tick

YES		NO	
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7.1 Will any portion of the contract be sub-contracted?

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		NO	
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Designated Group: An EME or QSE which is at last 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		
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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>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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SPECIFICATION: MAINTENANCE OF GARDENS AND GROUNDS: PIETERMARITZBURG ASSESSMENT AND THERAPY CENTRE –NORTHDALE - 06 MONTHS CONTRACT

DAYS AND HOURS OF ATTENDANCE (MUST BE MONDAY TO FRIDAY)

Monday - Friday (Dayshift): 07h30 to 16h00 x1 employee

Lunch/ meals/ teas breaks will be negotiated with the Institutional Management. Hours of attendance stipulated above 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.

Hours per day per personnel: Agreement shall be taken in consultation with Institution's Management

1. LAWNS:

- (i) Lawns to be kept free of weeds.
- (ii) Lawns/grass patches to be cut weekly in the summer months and advised by institutional management
- (iii) Lawns to be kept at a length as stipulated by the client.
- (iv) All edges of lawns to be kept trimmed and uniform.
- (v) Grass must cut 1 meter away from fence

2. FLOWER BEDS AND SHRUBS:

- (i) These are to be kept free of weeds, grass and litter.
- (ii) Borders to be trimmed and kept neat.
- (vi) Flower/shrub beds to be turned once a month.
- (vii) Indoor/passages pot plants to be kept weed free and watered

Vegetable garden:

- (ii) Planting
- (iii) Weeding
- (iv) Watering

3. TREES:

- (i) All dead branches to be removed that are two meters from ground level.
- (ii) All areas surrounding the trees to be kept free of leaves.
- (viii) Branches where they constitute a danger to the public/department staff must be kept above 2 meters.

4. HEDGES:

To be kept cut at a uniform height.

5. CONCRETE, TARRED, PAVED AREAS: (ROADS, PARKING AREAS)

- (i) To be kept clean.
- (ii) To be kept free of weeds, algae and grass by means of spraying with suitable weed killer (comply with ISO and Health and Safety Act.

- (a) 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.

6. GULLEYS, DRAINS AND GUTTERS

- i) These are to be kept clean, free of leaves, grass and general litter.
- ii) Gutters and downwards pipes must be cleaned regularly.
- iii) N.B. No personnel shall be allowed to walk on roofs of any nature.
- iv) Steam pressure cleaning of external buildings must be done as directed by management
- v) Report any blockages

7. All garden refuse to be removed from site on a weekly basis.

8. Leaves from trees must not be allowed to accumulate. Rake up, pack into refuse bag and remove from institution to disposal site.

9. PROTECTIVE CLOTHING

The service provider must provide staff with uniform embroidered with company name, name tags, gum boots, safety shoes, gloves, masks, goggles, shoulder elbow length gloves, long aprons-grass cutting. The contractors have to adhere to protective clothing as regulated by Health and Safety Act. Visual sign must be displayed at all the times to avoid danger.

MACHINERY AND MANNING REQUIREMENTS

The bidder must itemize the machinery/other equipment that their company will utilize at the Centre to successfully execute the contract.

Service plan must be made available annually

MACHINERY/EQUIPMENT	QUANTITY
BRUSH CUTTER	1
LAWN MOWER	1
WHEEL BARROW	1
SPADE	1
RAKE	1
GARDEN SECATEUS	1
WEED KILLER	AS NECESSARY
CHAINSAW	1
STEP LADDER	1
WATERING CAN	1
GUTTERS CLEANER	1
5M WATERING HORSE PIPE	1
GARDEN BROOM	1
GARDEN HIGH DUST PAN WITH BRUSH	1

The institution has determined that -----workers are needed by the bidder to successfully execute

SECTION U

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 BID

- 1.1 Bidders must submit their offers in line with the bid specifications. Failure to comply shall invalidate the bid.
- 1.2 The short listed bidders shall be subjected to the security clearance process. Only successful service provider(s) who are cleared during security clearance process shall be considered for appointment.
- 1.3 Bidders shall be notified of the decision of the Bid Adjudication Committee.
- 1.4 The contract shall be concluded between Health Department and the successful service provider(s).
- 1.5 The Department reserves the right to award the bids: - to one or more service providers; in whole or partially or not to award the bid at all.
- 1.6 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.
- 1.7 Department of Health will enter into Service Level Agreement(s) with the successful bidder(s).
- 1.8 Bidders must comply with safety regulations at all times during operations.
- 1.9 75 % of the workforce must be recruited from the local communities

2. AMENDMENT OF CONTRACT

Any amendment to or renunciation of the provisions of a resulting contract shall at all times be done in writing and shall be signed by both parties subject to Department of Health Bid Adjudication Committee approval.

3. ANNUAL PRICE INCREASE

On the anniversary of the contract the department will allow the service provider to apply for a contract price adjustment. The percentage (%) increase used will be guided by the use of Consumer Price Index.

4. AWARD OF BID

4.1 The Department's Bid Adjudication Committee reserves the right to award the bid to:

- (i) Companies located in the Province of KwaZulu-Natal;
OR
- (ii) Companies located in a specific district;
OR
- (iii) Companies located in a specific municipal area; and
OR
- (iv) Companies located in a rural area.

5. BREACH

5.1 In the event of the contractor committing a breach of a provision of this agreement and failing to remedy such breach within 24 hours, the Department shall be entitled to immediately cancel the relevant portion of the agreement, or to cancel the whole agreement by notice in writing to the contractor.

5.2 If the Contractor and/or any member of his personnel 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.

5.3 Any of the above shall be immediately reported to the Department by telephone, and as soon as practically possible by facsimile or email and the Contractor shall take remedial action without delay to the satisfaction of the Department. If any one or more of the failures referred to above are of such a frequency that the cleaning service provided to the employer in terms of this agreement is adversely affected, it shall be dealt with by the Department.

5.4 Should the Contractor act in conflict with or fail to comply with any statutory provisions, regulations, by-laws, rules or program contemplated in Clause 6.1, which have a bearing on the service provided in terms of this agreement, such action or failure shall be deemed as an immediate breach of agreement.

5.5 Notwithstanding anything contained to the contrary in this agreement, should the Contractor commit any act of insolvency, assign, surrender or attempt to assign or surrender his estate or allow any default judgment against it to remain unsatisfied for seven (7) days or if the said judgment is not rescinded within fourteen (14) days of the date of the default judgment, or be liquidated or placed under judicial management or be wound up, whether provisionally or finally or make any material incorrect or untrue statement of representation in connection with any information furnished by it in respect of this

6. CANCELLATION

The Contractor may cancel the Agreement by giving notice in writing to the Department not less than 90 (ninety) days prior to the intended date of cancellation of the Agreement.

7. CESSION OR DELEGATION

- 7.1 Neither party shall not cede or delegate any of its right or obligation under this Agreement.
- 7.2 The Service Provider shall not be allowed to proceed with any of the following matters before the prior written consent of the Department:
 - 7.3 Any transfer of any amount of shares of the Service Provider;
 - 7.4 Any change in the composition of the Service Provider;
 - 7.5 Any change in the ownership of the company of the Service Provider; or
 - 7.6 Any material change in the constitution, memorandum, articles of association, or similar document providing for the establishment or incorporation of the business or company of the Service Provider.

8. CHANGE OF ADDRESS

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

9. CHECKING OF SERVICE

- 9.1 Inspection of the service shall be done by the nominated supervisory staff at the Institution, as well as by the Contractor himself/herself on a daily basis.
- 9.2 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.
- 9.3 The Department of Health KwaZulu-Natal representative may require from the Contractor, at any time, that any of his/her employees be replaced, in which case the Contractor shall remove the worker summarily from the Centre and the Department will not be held responsible for any damage or claims which might arise because of this and the Contractor indemnifies the above party against any such claims and legal expenses.

10. CODE OF CONDUCT

- 10.1 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.
- 10.2 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.
- 10.3 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.

11. CONFIDENTIALITY

- 11.1 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.
- 11.2 Training shall be provided to the Contractor's 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.

12. COMPULSORY REGISTRATION CERTIFICATE

The bidder must submit certified copy of a registration certificate with CIPC and KZN supplier database.

13. COMPLIANCE WITH SPECIFICATION

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

14. COUNTER OFFERS

Bidders' attention is drawn to the fact that counter offers with regard to any of the abovementioned Special Terms Conditions will invalidate such bids.

15. 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 Centre Manager and Head Office Security Services within 24 hours.

16. 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

17. DETAILS OF CURRENT CONTRACTS HELD BY THE BIDDER (refer to Annexure A)

17.1. The bidder must furnish the following details of all current contracts.

- (i) Date of commencement of contract/s;
- (ii) Expiry date/s;
- (iii) Value per contract; and
- (iv) Contract details. That is, with whom held, phone number and address/es of the companies.

18. DISCIPLINARY MEASURES

- 18.1 The employee provided by the Contractor shall in addition to this contract be subject to the Department's Code of Conduct.
- 18.2 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.

- 18.3 The Contractor shall notify the Department, in writing, of any such breach, failure or negligence that takes place by any personnel of the contractor.
- 18.4 The Contractor shall notify the Department in writing of the outcome of any such disciplinary proceedings.
- 18.5 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.
- 18.6 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.
- 18.7 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.
- 18.8 The employees must be in full uniform with identification and in possession of serviceable equipment when posted for duty.
- 18.9 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.

19. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

- 19.1 It is the duty and responsibility of the Contractor to ensure that his/her staff:
- 19.1.1 Presents a presentable image/appearance in full uniform.
 - 19.1.2 At all times presents a dedicated approach to their duties.
 - 19.1.3 Shall not argue with visitors/staff/patients or be discourteous to them.
 - 19.1.3 Do not read office documents or rummage through office/kitchen waste/medical waste.
 - 19.1.5 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.
 - 19.1.6 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.

20 DUTY LIST

20.1 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.

20.2 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.

20.3 CHANGES TO THE DUTY LIST

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

21. DUTY SHEET

21.1 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.

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

22. EMPLOYMENT OF MEMBERS OF THE LOCAL COMMUNITY

In its evaluation process, the Bid Evaluation Committee 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.

23. 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.

24. EQUAL BIDS

In the event that two or more bids have equal total points, the successful bid will be the one scoring the highest number of preference points for specified goals. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

25. EQUIPMENT

The bidder must replace the equipment in the event being serviced.

26. ROLL-OUT PLAN

- 26.1 The bidder will be required to provide an efficient and effective service. Therefore, the bidder is required to submit proof that he/she has the required capacity to execute the contract bid for. The bidder must supply references or state his/her experience as a company to undertake the contract. The bidder must submit a roll-out plan that the company will utilise to successfully execute the contract.
- 26.2 The Department of Health reserves the right to conduct inspections of the premises of the acceptable bidder. Therefore premises of the bidder shall be open, at reasonable hours, for inspection by a representative of the Department of Health or an organization acting on its behalf.
- 26.3 The KwaZulu-Natal Department of Health reserves the right to conduct inspections of the premises of the acceptable bidder. Therefore premises of the bidder shall be open, at reasonable hours, for inspection by a representative of the Department of Health or organization acting on its behalf.
- 26.4 The bidder must demonstrate capacity to empower.

27. FIRM PRICES

- 27.1. 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.

28. GENERAL

- 28.1 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 rolling out 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
 - (ii) The protection of Department of Health KwaZulu-Natal staff and patients against injuries, death or other occurrences when machinery/tools/are used.
- 28.2 Should there be any change during the course of the contract in the wage scales of employees of the Contractor as a result of a statutory wage determination, the Contractor shall be entitled to amend the compensation subject to the satisfaction and approval of the KwaZulu-Natal: Department of Health. **SUCH APPLICATION MUST BE MADE TO THE HEAD: DEPARTMENT OF HEALTH, PRIVATE BAG X9051, PIETERMARITZBURG, 3200 AND NOT THE INSTITUTION CONCERNED.**
- 28.3.1 The following documentary proof of the price adjustment and the effect thereof on the contract price shall be submitted by the Contractor, together with his/her claim.
- (i) A letter from the Bargaining Council for the Contract Cleaning Industry (KwaZulu-Natal), wherein it clearly details the date the wages were increased and percentage for that Area where the Institution is situated.
- 28.5 The Contractor must arrange for adequate supervision of his/her employees by appointing a daily permanent supervisor so as to ensure that all services are rendered efficiently and to the entire satisfaction of the Institution. The Contractor must appoint and name a senior representative from the company, with whom negotiations can be concluded, discussions held and instructions given. Arrangements made with such a representative/s shall be binding on the Contractor. The Institution shall represent the Head: Department of Health, KwaZulu-Natal. Once a month the senior representative from the company shall have formal discussions with the Centre Manager. Minutes of

the meeting shall be kept by the Centre Manager for record purposes (building a case history on the contract). Minutes of the meeting must be signed by both parties.

- 28.6 Besides the Contactor appointing a supervisor, who must be introduced to Centre Management on commencement of the contract and who must be permanently appointed at the Institution, a supervisor in a senior position from the Contractor shall visit the site on a weekly basis and report to Centre Management to resolve impending problems.
- 28.7 The Contractor shall allow his personnel 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 personnel is required by the Department.
- 28.8 Personnel provided by the Contractor in terms of this agreement shall be in a trained, physically fit and mentally sound condition to perform their duties.
- 28.9 The Contractor undertakes to make the relevant provisions of this agreement known to all members of the personnel provided in terms hereof as soon as it is practically possible before the commencement of this agreement.
- 28.10 No personnel provided by the Contractor shall, comment to the press or any other public communications media upon the business of Departments.
- 28.11 The Contractor shall notify the Department in writing of any change of address within five (5) days thereof.
- 28.12 The Contractor shall provide the Department with daily posting sheets immediately when required by the Department.
- 28.13 The personnel 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.
- 28.14 The Contractor shall be responsible for all costs incurred in the transport, deployment and posting of such personnel.
- 28.15 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.

29. INFORMATION REQUIRED FROM BIDDER (please mark as Annexure C)

Bidders must provide the following particulars about themselves as part of the bid:

- 29.1. Where they have their Headquarters.
 - 29.2. Where they have their Regional Offices.
- } Details to be supplied on company's letterhead.

30. IRREGULARITIES

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.

31 INDEMNITY

31.1 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.

32. INTIMIDATION

32.1 It is the intention of both parties that the personnel 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 personnel, he/she shall take prompt action in conjunction with the Department and the South African Police Service to remedy the situation.

32.2 Such action shall result in an immediate investigation instituted against the personnel involved.

32.3 The Contractor shall forthwith notify the Department, in writing, of any form of intimidation which their personnel may be subjected to.

33. INSTRUCTIONS TO THE CONTRACTOR

All verbal requests by the Department to the Contractor shall be confirmed in writing by the Contractor within 24 hours.

33. INVOICES

All invoices submitted by the Contractor must be Tax Invoices indicating services rendered, the amount of tax charged and the total invoice amount.

34. LABOUR UNREST INCIDENTS

34.1 DEFINITION

When staff members of the Centre, or staff of the Contractor, are engaged in strikes, unrest or infimidation.

34.2 LABOUR UNREST AT THE CENTRE

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.

35. LATE BIDS

- 35.1. Bids are late if they are received at the address indicated in the bid documents after the closing date and time.
- 35.2. A late bid shall not be considered and, where practical, shall be returned unopened to the Bidder, accompanied by an explanation.

36. LAWS TO APPLY

- 36.1 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.
- 36.2 The Contractor shall comply, but not limited to, with the following relevant legislation/regulatory body norms and standards:
 - 36.2.1 The Appeal Regulations, 2002, promulgated on 14 February 2002.
 - 36.2.2 The Compensation for Occupational injuries and diseases Act (Act no 103 of 1993).
 - 36.2.3 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
 - 36.2.4 Should any of the above be amended or replaced, the amendment or replacement should be adhered to.

37. 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 The Departments shall not be responsible for any loss of or damage to any vehicle, equipment or material used in the rendering of cleaning services, loss or damage the proximate cause of which is the negligence of the Service Provider or its employees.
- 37.5 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.

37.6 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.

37.7 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.

37.8 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.

37.9 The policy should be existent before the commencement of this Agreement between the parties and should be for the duration of the Agreement.

37.10 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.

37.11 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.

38. MANAGEMENT OF DISCIPLINE

38.1 The Service Provider must draw up and properly and consistently enforce a disciplinary code in respect of all cleaning personnel in its employ and undertakes to, on or before the signing of the Service Level Agreement and provide the Department with certified copies of its current grievance and disciplinary procedures.

38.2 The disciplinary code contemplated above must contain rules which adequately reflect the relevant values and principles as well as any further rules that are reasonably necessary to ensure disciplined, honest, safe, reasonable, professional and competent conduct by cleaning personnel in the circumstances in which they are employed and made available by the Service Provider for the rendering of cleaning services.

39. MINIMUM WAGES

39.1 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 Consumer Price Index.

40. MISCELLANEOUS

40.1 The Contractor's staff shall not sell or buy any items to/from any centre patient or staff member.

40.2 If in the opinion of the Centre Management any person employed by the Contractor misconducts himself/herself, or is likely to cause or has caused quarrelling, or delays, the Contractor, when so directed in writing by the Centre Management, shall at once remove that person/s from the institution's premises and shall not allow him/her to return without the written permission of the Centre Management.

40.3 The Department of Health, KwaZulu-Natal, or his/her representative may at any time inspect the Contractor's work and/or performance. Should he/she or the representative consider the standard contrary to the contract or specification he/the representative will notify the Contractor accordingly in writing and the Contractor shall rectify the defect, to the standard required by the contract specification

and Special Contract Conditions within seven (7) days at his/her own cost. In the event of the Contractor disregarding the representative's instructions for a period of seven (7) days, the Head of Department or his/her representative is at liberty forthwith to employ other workmen to perform the work or cause the work to be performed and to charge any expense thereby incurred to the Contractor or to deduct it from any sum due or to become due to the Contractor.

- 40.4 The equipment used by the Contractor must be kept in a safe condition, and the use of such shall not prejudice the health and safety of the staff, patients and the general public.
- 40.5 The Contractor is responsible for providing all his/her own equipment.
- 40.7 The Institution will provide electrical power (220 volt, 15 amp) if required, and water to the Contractor, free of charge, by means of existing plugs and taps. Every electrical appliance shall be operated through a plug-in earth leakage protection device. The Contractor is advised that fire hoses may only be used for their *bona fide* firefighting purposes. All other fuel and batteries necessary shall be provided by the Contractor.
- 40.8 The Institution will provide existing toilet facilities free of charge, to the staff of the Contractor, but will not be responsible for providing living accommodation for his/her staff. No staff may be housed on the premises.
- 40.9 Whilst on the premises, the Contractor's staffs are to be limited to the areas where they are required to perform their duties and will under no circumstances be permitted to enter areas outside the contract area.
- 40.10 The Contractor will under no circumstances be permitted to employ child labour to perform any Duties in respect of the contract.
- 40.11 The Department of Health, (Bid Adjudication Committee) KwaZulu-Natal will terminate the contract in the event of the Contractor breaching any of the conditions of the contract or rendering continuous unsatisfactory service. In such event the Head of Department shall have the right to recover from the Contractor any losses which the Department may have suffered as a result of the failure, without prejudicing any other rights the Department may have.
- 40.12 Once a month the Contractor shall have formal discussions with the Finance/Systems Manager. Minutes of the meetings shall be taken and kept by the Finance/Systems Manager for record purposes. The performance report of a Contractor must be forwarded to Contract Management-Head Office by the Finance/Systems Manager on a monthly basis.
- 40.13 Hazardous Substance Act, 1973 (Act 15 of 1973)
- 40.14 Health and Safety from Waste: The bidder must be familiar and comply with all health and safety regulations and statutes governing occupational health and safety. An operational occupational health and safety plan, in line with Occupational Health and Safety Act, must be made available to the Department. The bidder must ensure that all of its employees adhere to the requirements stipulated in the occupational health and safety plan. Furthermore, the bidder must ensure the safety of all personnel, subcontractor's personnel as well as that of institution's staff members or members of the public affected by the execution of the services and this will be the sole responsibility of the bidder. All the employees (whether permanent or temporary) must be adequately registered for workmanship compensation and no untrained persons must be allowed to carry out any work under this service.

41. MONITORING OF SERVICE

- 41.1 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.

41.2 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.

42. MOVEMENT OF EQUIPMENT

Movement of equipment laying on the yard must be moved by the contractor to the designated area as directed by the management of the institution.

43. MULTIPLE AWARDS

43.1 The Department of Health Bid Adjudication Committee reserves the right to award the bid to more than one contractor, provided the respective bidders offer complies with the specification and meets all the conditions attached to the bid.

43.2 The awarding of this bid is not dependent solely of the factors on prices and preference points and where necessary the Department of Health may rely on other factors such as equitable distribution of opportunity. The Department of Health Bid Evaluation and Adjudication Committees will scrutinize that principal business activity of the bidder falls within the principal business activity of the company bidding.

44. NOTIFICATION OF AWARD OF BID

44.1. Notification of the award of bid shall be in writing by a duly authorised official of the Department of Health, Central Supply Chain Management. The written acceptance of an offer constitutes a legal and binding contract if no appeals are lodged. The contract circular will be issued by a duly authorized official of the Department of Health only.

44.2. The intentions of award of bid will be advertised in the same media as the invitation.

45. OTHER

The Client reserves the right to subject the Contractor or any of its guards to any investigation without the consent of the Contractor.

46. PAYMENT

46.1 A contractor shall be paid by the institution concerned, in accordance with services rendered.

46.2. 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.

46.3. 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 stores;
- (ii) If there is no response from stores, the Manager of the institution must be contacted;
- (iii) Failing all of the above, the contractor must contact The General Manager: Accounting Services: Department of Health Head Office.

- (a) name/s of person/s contacted at the institution and dates; and
- (b) Details of outstanding account.

The General Manager: Accounting Services will then take the appropriate action.

47. 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.

48. PERIOD OF CONTRACT

The contract will run for a period of thirty six months.

49. PERMANENT ON-SITE PERSONNEL

The Contractor must provide;

49.1 The supervisor must be on site for all the shifts. The supervisor must have orientation skill, infection control skill and have knowledge of the Occupation Health and Safety Act, Act 85 of 1993.

49.3 The staff on duty must at all times wear a name tag.

50. PRICE-ONLY OFFER

50.1. Where only 1 offer is received, the Department of Health has to determine whether the price is fair and reasonable.

Proof of reasonableness will be determined in the following sequence:

- (i) comparison with prices, after discounts, to his/her other normal clients and the relative discount that the State enjoys;
- (ii) Where this is not possible, profit before tax based on a full statement of relevant costs; and
- (ii) In all cases, comparison with previous bid prices where these are available.

51. PROVINCIAL SUPPLIERS DATABASE

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

52. REPORTING OF INCIDENTS AND REPORTS

52.1 All incidents or accidents on the premises or to the property of the Department shall forthwith be reported within an hour of occurrence to the Centre Manager and Head Office Security Services.

52.2 A detailed written report of all such incidents shall be presented to the Department within twenty four (24) hours after the occurrence of the said incident or accident.

52.3 Salient details of all incidents occurring on the Department's premises shall be recorded in the occurrence book immediately and the Department must be informed. The pages of the occurrence book shall be numbered consecutively by the Contractor and no person shall remove any pages for any reason whatsoever.

53. REMUNERATION AND ALLOWANCES

53.1 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.

53.2 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.

- 53.3 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.
- 53.4 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.
- 53.5 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 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.

54. STAFF EQUIPMENT

- 54.1 The successful Contractor shall ensure that each member of his/her staff at the Centre shall at all times, when on duty; be fully equipped with:
- 54.1.1 A neat and clearly identifiable uniform from the Contractor.
- 54.1.2 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.
- 54.1.3 The required safety equipment whilst working with machinery.

55. SITE INSPECTION

A compulsory site inspection meeting has been scheduled for all the contractors to attend as requirement for this bid. Contractors are advised to visit site to acquaint themselves with the site and layout of the institution as no claim on the grounds of ignorance of the locality /siting or access to the institution will be entertained later. Failure to do so will invalidate the bidders offer

56. SPECIAL CONTRACT CONDITIONS

The bid is issued in accordance with the provisions of the Public Financial Management Act (PFMA), Chapter 16 A of the Treasury Regulations and shall be subject to the provisions of the General Conditions of Contract. The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract will prevail.

57. STANDARDS

- 57.1 In terms of this contract, Contractors and their employees utilised on the premises of the Department shall at all times during the term of this agreement be registered in terms of the Bargaining Council for the Contract cleaning service industry (KwaZulu-Natal).
- 57.2 A bidder profile document must have the following documents/information attached:
- i) Detailed list of current or active contracts (start and end dates and contract value)
 - ii) Detailed list of previous and completed contracts indicating the commencement, expiry dates with contactable references and contract value.

57.3 Insurance Registration as follows:-

- i) Unemployment Insurance Act, 2001 (Act no. 63 of 2001) as amended by Unemployment Insurance Amendment Act, 2003 (Act no. 32 of 2003).
- ii) Section 80 of the Compensation for Occupational Safety Injuries and Diseases Act, 1993 (Act no. 130 of 1993).

57.4 Liability insurance.

- i) Compensation Commissioners and with the Unemployment Insurance commissioners (UIF).
- ii) Compensation for Occupational Injuries and Diseases Act (COIDA) certificate; Unemployment Insurance Fund (UIF) certificate; (Proof of registration must be submitted)

58. SUB-CONTRACTING

Sub-contracting is not allowed.

59 TRADING

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

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

- 60.1 The Contractor is responsible for the training of his/her staff at the Centre in respect of the application of the guidelines of the emergency plan which shall be provided to him/her by the Institution.
- 60.2 The Contractor must ensure that training on correct use of equipment and proof thereof must be submitted to the Centre Manager for record purposes.
- 60.3 It is not a responsibility of the contractor to provide first aid requirements to its employees.
- 60.4 Formal training such as customer care and health & safety training must be conducted by the contractor.
- 60.5 Continuous on the job training must be provided to reduce the number of unnecessary accidents, infection risks in the workplace and guarantees worker commitment and attendance.
- 60.6 Proper Personal Protective Equipment (PPE) garments must be used to ensure safety of the cleaners.
- 60.7 Training must be conducted monthly.
- 60.8 Proof of all of the above to be submitted to the CEO/System Manager on a monthly basis.

61. TAX CLEARANCE CERTIFICATE

- 61.1 An original Tax Clearance Certificate must be submitted with the bid before the closing date and time of the bid. Failure to submit an original and valid Tax Clearance Certificate will invalidate the bidders bid.
- 61.2 The Department of Health will verify the validity of the successful bidders Tax Clearance Certificate before any agreement or contract is entered into. The South African Revenue Services will clear the Tax Clearance Certificate.

62. UNSATISFACTORY PERFORMANCE

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

- (i) Before any action is taken, the institution shall warn the contractor by registered/certified mail that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum) If the contractor does not perform satisfactorily despite the warning the institution will:
- (a) Take action in terms of its delegated powers.
 - (b) Make a recommendation to its Head Office, Central Supply Chain Management for cancellation of the contract concerned.
- (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.

63. VALIDITY PERIOD AND EXTENSION THEREOF

- 63.1 The validity (binding) period will be 180 days from close of bid. However, circumstances may arise whereby the department may request the bidder to extend the validity (binding) period. This will be done in writing.

64. VAT

- 64.1. Bid prices must be inclusive of VAT.
- 64.2. 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) Either –
 - (i) The value of the supply, the amount of tax charged and the consideration for the supply;
or
 - (ii) 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.
- 64.3. Bidders who are VAT vendors must provide proof that they are VAT registered.

NOTE: The Department of Health reserves the right to verify the veracity of all information submitted.

ZNB

**: MAINTENANCE OF GARDENS AND GROUNDS SERVICE FOR PIETERMARITZBURG
ASSESSMENT AND THERAPY CENTRE**

All offers received shall be evaluated on the following:

1. Specifications:

Only offers that meet the specification and Special Terms and Conditions in all aspects as stipulated in the bid document shall be considered.

Offers better than specification are considered to be compliant with the specification.

1. Correctness of information:

All information required in the bid document must be accurate and duly completed including all the appropriate signatures.

Failure to duly complete Sections C, D, F, K, M, O, P, shall invalidate the offer submitted.

3. Compulsory administrative compliance requirements that must be submitted with the bid

- a) The bidder must submit certified copy of a registration certificate with CIPC
- b) Valid Original Tax Clearance.
- c) Certified valid Public Liability Insurance Policy Certificate.
- d) Letter of Undertaking (showing experience and the capacity to execute the project and the references).
- e) Certified Copy of the B-BBEE Certificate.
- f) Certified Copy of Unemployment Insurance Fund Registration Certificate.

Where certified copies are requested, bidders must not submit copies of certified copies. Original certification should not be older than three (3) months. Failure to comply with this requirement shall invalidate the bid submitted.

4. Preferential Point System:

The 90/10 or 80/20 Preference Point System will be applicable to this bid and the points will be allocated as follows:

PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTION	<u>10</u>
Total points for Price and B-BBEE	100
or	
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	<u>20</u>
Total points for Price and B-BBEE	100

Note: For purposes of comparison and in order to ensure a meaningful evaluation, bidders must submit detailed information in substantiation of compliance to the evaluation criteria mentioned. Should the space provided not be adequate, bidders are kindly requested to attach the required information as Annexure E following the sequence