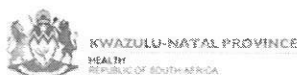


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Mhlongo Mandienkosi ▾ ?



KZN HEALTH

KZN Health Intranet

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KZN Health > Components > Supply Chain Management

AdvertQuote



Quotation Advert

Opening Date: 2022-09-08

Closing Date: 2022-09-15

Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: Itshelejuba hospital

Province: KwaZulu-Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required ITSHELEJUBA HOSPITAL

Date Submitted 2022-09-08

ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ:
ITS 184/22/23

Item Category: Services

Item Description: CLEANING OF CLINICS BUILDING FOR 6 MONTHS CONTRACT (9 CLINICS)

Quantity (if supplies)

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Both

Date : 2022-09-15

Time: 09H30

Venue: ITSHELEJUBA HOSPITAL CHAPEL

QUOTES CAN BE COLLECTED FROM: ITSHELEJUBA SUPPLY CHAIN MANAGEMENT

QUOTES SHOULD BE DELIVERED TO: DEPOSITED INTO A TENDER BOX SITUATED AT THE MAIN SECURITY GATE

ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name: mandlenkosi

Email: mandlenkosi.mhlongo@kznhealth.gov.za

Contact Number: 03441 4015

Finance Manager Name: SM Buthelez

Finance Manager Signature:

No late quotes will be considered

DESCRIPTION: CLEANING OF CLINICS BUILDING FOR 6 CONTRACT (9 CLINICS)

SIGNATURE OF BIDDER: DATE:

[By signing this document, I hereby agree to all terms and conditions]

CAPACITY UNDER WHICH THIS QUOTE IS SIGNED:

Item No	Quantity	Description	Brand & model	Country of manufacture	Price
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01	SPEC	CLEANING OF CLINICS BUILDING FOR 6 MONTH			R
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		CONTRACT (9 CLINICS)			
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		SPECIFICATION ATTACHED			
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		REQUIREMENT: TAX CLEARANCE CERTIFICATE /			
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		SARS PIN			
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		SUMMARY OF GSD SHOWING BANKING DETAILS			
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		B-BBEE CERTIFICATE OR SWORN AFFIDAVIT			
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		LETTER OF GOOD STANDING MUST BE ATTACHED			
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		BCCI CLEANING CERTIFICATE MUST BE			
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		SUBMITTED			
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		COMPULSORY BRIEFING SESSION:			
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		DATE: 13.09.2022			
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		TIME: 09H30			
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		VENUE: ITSHELEJUBA CHAPEL			
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		NB: SUPPLIES MUST PREPARE THEMSELVES TO			
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		ATTEND SITE INSPECTION TO EACH CLINIC			
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BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM
 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a persons/ are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. BIDDER'S DECLARATION

2.1. Is the bidder, or any of its directors / trustees / shareholders / members / partners / partners or any person having a controlling interest in the enterprise, employed by the state?
 YES/NO

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/directors / trustees / shareholders / members/partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State Institution

2.2. Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?
 YES/NO

2.2.1 If so, furnish particulars:

2.3. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?
 YES/NO

2.3.1 If so, furnish particulars:

3. DECLARATION

I, the undersigned (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1. I have read and I understand the contents of this disclosure;
- 3.2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4. In addition, there have been no consultations, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6. There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
 I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

Name of Bidder
 Signature
 Position
 Date

1 The power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the persons having the deciding vote or power to influence or to direct the course and decisions of the enterprise.
 2 Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

GENERAL CONDITIONS OF CONTRACT

1. AMENDMENT OF CONTRACT

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

2. CHANGE OF ADDRESS

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

3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

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

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

- 4.1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
- 4.2. Under no circumstances whatsoever may the quotation/bid forms be retyped or reprinted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
- 4.3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
- 4.4. Quotations submitted must be complete in all respects. However, where it is identified that information in a bidder's response, which does not affect the preference points or price, is incomplete in any respect, the said supplier meets all specification requirements and scores the highest points in terms of preference points and price, the Department reserves the right to request the bidder to complete/submit such information.
- 4.5. Any alteration made by the bidder must be initialed, failure to do so may render the response invalid.
- 4.6. Use of correcting fluid is prohibited and may render the response invalid.
- 4.7. Quotations will be opened in public as soon as practicable after the closing time of quotation.
- 4.8. Where practical, prices are made public at the time of opening quotations.
- 4.9. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

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.

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. TAX COMPLIANCE REQUIREMENTS

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 points 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.

9. SUBMISSION AND COMPLETION OF SBD 6.1

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.

8. STATEMENT OF SUPPLIES AND SERVICES

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

7. COMPULSORY SITE INSPECTION / BRIEFING SESSION

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.

(ii) If a company/s who has not won the quote requires their samples, they must advise the institution in writing of such.

(iii) If samples are not collected within three months of close of quote the institution reserves the right to dispose of them at their discretion.

6.1. 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.

6. SAMPLES

5.6. Quotation documents must not be included in packages containing samples. Such quotations may be rejected as being invalid.

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.

5.4. 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.

5.3. 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.

5.2. 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.

5.1. 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. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS

4.10. The Department is under no obligation to pay suppliers in part for work done if the supplier can no longer fulfill their obligation.

11. TAX INVOICE

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

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

12. PATENT RIGHTS

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

13. PENALTIES

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

14. TERMINATION FOR DEFAULT

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

15. THE DEPARTMENT RESERVES THE RIGHT TO PASS OVER ANY QUOTATION WHICH FAILS TO COMPLY WITH THE ABOVE.

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 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	B-BBEE STATUS LEVEL OF CONTRIBUTOR	Total points for Price and B-BBEE must not exceed
	80		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 contributor 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;

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		

Designated Group: An EME or QSE which is at least 51% owned by:

EME

QSE

Preferential Procurement Regulations, 2017:

iv) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of

YES NO

(Tick applicable box)

- 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.....

Whether the sub-contractor is an EME or QSE

8.

7.1.1 If yes, indicate:

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

YES NO

(Tick applicable box)

7. SUB-CONTRACTING

(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.

- 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)

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

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:

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

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

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

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

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

3. POINTS AWARDED FOR PRICE

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 property
 - 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-BBE 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.

WITNESSES 1. 2.	SIGNATURE(S) OF BIDDERS(S) DATE: ADDRESS:
---------------------------------	---

1.

CLEANING OF BUILDINGS/ AND ITS CONTENTS

includes all structures, farmac, paved and/or gravel areas, defined ungreased pathways, walkways or roadways within the confines of the institution.

It is the duty of service provider to ensure that the number of cleaners as per the specification is present at all times, therefore the service provider must make provision for absent staff whilst ensuring compliant with the specification.

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

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

Total number of personnel required per day: Same as above

01 Qalukubheka Clinic

01 Emkhawkhweni Clinic

01 Kwa-Nkundla Clinic

02 Altona Clinic

01 Tobolsk Clinic

03 Pongola Clinic

02 Kwa-Shoba Clinic

02 Ncothshane Clinic

Number of personnel required per day :

Monday to Friday (Night shift) 18H to 06H00 ONLY FOR PHONGOLA CLINIC

Monday to Friday (Day shift) :06H00 to 18H00

HOURS OF ATTENDANCE MUST BE MONDAY TO SUNDAY IN LINE WITH THE HOURS OF OPERATION FOR THE CLINIC

A. CLEANING OF ENTIRE BUILDINGS AND OFFICES SPECIFICATION

SECTION 1: SERVICE: CLEANING OF BUILDING AND OFFICES: PERIOD OF CONTRACT -06 MONTHS

SPECIFICATION



1.1.1. 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.

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

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

- a) High level dusting must be undertaken once weekly and when necessary and shall mean the dusting of surfaces above 2 meters from the floor and includes light fittings, blinds, high window ledges, burglar guards, ceiling fan and desk top fan.
- b) The cupboard tops and beams must be damp dusted daily. Where walls are bagged or the surface is prone to collecting dust, such walls, within the building, must be dusted daily and when necessary.
- c) Name plates, window handles, window regulators, chrome plated and aluminium/copper/brass door handles must be damp dusted once a week and when necessary and polished with a cleaning detergent once a month.
- d) All inside facing windows and window panes and where possible out-facing windows and window panes must be cleaned using a cleaning detergent on a monthly basis. The contractor must adhere to Health and Safety Regulations.
- e) All curtains must be taken down and delivered to laundry for washing and hung back to their rails after washing, this will be decided by the institution's management as to when and must form part of the service level agreement.
- f) Door mats must be dusted out daily and when necessary, depending on traffic of the mat material.
- g) Carpets must be vacuumed daily and when necessary. Spots and stains must be removed as necessary or when so directed by Institutional Management. Deep and restorative cleaning of carpets by shampooing/steam cleaning/dry cleaning must be undertaken every six months.
- h) Ground level concrete brick surfaces and paving of entrances, foyers and passage ways must be swept daily using maslin mop, double bucket system and litter must be removed daily and immediately and as directed by Institutional Management.
- i) Blocked waste pipes, manholes, catch pits, traps, washbasins, urinals and toilet bowls must be immediately reported to the Maintenance Engineer of the Institution in writing and verbal.
- j) Leaking taps, urinals and cisterns must also be ungenitly reported to the attention of the Maintenance Division at the Institution in writing and verbal.
- k) All rain water gutters, open drains and manholes, adjoining the building must be kept free of soil, debris, refuse and other obstructions by checking daily, cleaning weekly and when necessary and cleaning weekly.

Note: Cleaning Company must adhere to the Occupational Health and Safety Act, 85 of 1993 and current IPC Practices and National Core Standards prescripts.

- 1.2. VERANDAS**
- Verandas must be swept and mopped daily and when necessary, polished weekly or as when necessary and buffed daily stripping must be done once a month.
- 1.3. FLOOR SURFACES**
- 1.3.1. RESILIENT FLOORS (P.V.C. TILES, VINYL, LINOLEUM, SEALED WOOD ETC.)**
- 1.3.1.1. All resilient floors in traffic areas must be treated by removing dust with a control 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, re-seal with non-slip polish and buff every six months or as directed by institution.
- 1.3.1.2. Hard floors (ceramic, marble, granite, brick, concrete etc.) in high and low traffic areas must be treated by removing dust with a 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 or as directed by institution.
- 1.4. CONSULTING ROOM.**
- 1.4.1. Floor must be swept using maslin mop daily and when necessary. The floor must be mopped using equipment approved by the IPC guidelines.
- 1.4.2. Stripping and seal of floor must be done twice a year and when necessary using floor stripper without ammonia (SABS approved products).
- 1.4.3. Damp dust furniture daily using disposable colour coded wiping cloth with water and detergent.
- 1.4.4 Furniture must be damp dusted using disinfectant chemicals once a day and when necessary.
- 1.5. SINKS**
- 1.5.1. Clean daily and when necessary using hard surface cleaner (SABS approved) without ammonia
- 1.6. CLEANING OF OFFICES**
- 1.6.1. Floor must be swept using damp mop daily and when necessary using detergent and water. The floor must be mopped using blue mop and janitor trolley.
- 1.6.2. Stripping and seal of floor must be done twice a year and when necessary using floor stripper without ammonia (SABS approved products).
- 1.6.3. Damp dust to be done daily, then two hourly on areas that are frequently touched by people using disposable colour coded wiping cloth.

1.

HYGIENE SERVICES

- 2.1. Provision and Maintenance of a hygiene service and consumables as per specification.
- 2.2. Provision of a daily cleaning service for ablution facilities and toilets as per attached specifications.

3.

SPECIFICATIONS OF SANITARY/HYGIENE SERVICES REQUIRED

- 3.1. Detergent Dispensers
 - 3.1.1 All cleaning equipment and detergents will be provided by facility.

3.2. Toilet Roll Dispensers

(N.B. Toilet Rolls to be supplied by the Department)

- 3.2.1. Replacement of roll dispenser as required. Dispensers must be checked every two hours and re-filled by the Service Provider.

3.3. Paper Towel Dispensers

- 3.3.1 Dispensers must be checked every two hours and re-filled by the Service Provider

1.9. TOILETS, BATHROOMS AND CHANGEROOMS

1.11.1. Basins/Hand basins

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

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

1.9.2. Baths

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

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

- Female Uniform
- Navy and white 3 Piece cleaning set (65/35 poly cotton supertax 170 gm2)
- Dress, Headscarf (white) and apron for overall protection
- Breast pocket and concealed side entry pockets
- Long and wide graded apron
- Apron which matches dress size
- Large square matching head scarf

Staff uniform must be supplied on an annual basis. 2 set of uniform per employee. Service provider must ensure each staff is provided with the following:

- a) Uniform embroidered with company name/logo

4. UNIFORM AND PROTECTIVE CLOTHING

3.4.1. Dispensers must be checked every two hours and re-filled by the Service Provider.

3.4. Paper Towel Dispensers

3.3.1. Replacement of roll dispenser as required. Dispensers must be checked every two hours and re-filled by the Service Provider.

(N.B. Toilet Rolls to be supplied by the Department)

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

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

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

1.11.3.1.2. Damp dust the toilet pipes daily.

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

1.11.3.1. Toilets

1.11.3. Lavatories including urinals

Service provider is required to recruit its personnel from local community surrounding that particular clinic.

Recruitment

Employee should be paid not less the basic salary stipulated by the Department of Labour
Personnel should be given salary pay slips to be verified by the department of health to ensure correct rates are
paid to the employees.

5. SALARIES

- Men Uniform
- Navy boiler suit
- b) Name tag with full description of staff identity and company name
- c) Water boots (knee length) and safety shoes;
- d) Dust mask
- e) Surgical mask
- f) Goggles
- g) Disposable Plastic aprons (red, blue, and white).
- h) Ear muffs or ear plugs
- i) Rain coats

(b) The bidder must be registered with BCCCI (Bargaining council), proof of

date of this quotation.

(a) The bidder must be registered with the Department of labour's Compensation Commissioner, letter of good standing must be submitted on or before the closing

7. Statutory requirements

commences.

(e) The contractor must complete/sign the vicarious liability document to declare that they will comply with the health and safety requirements set by Itshelajuba District Hospital. Therefore the Contract must meet with the hospital quality team and hospital management to check if all the requirements have been met before the contract

(d) Develop and keep a health and safety file on Site for the duration of the contract.

(c) Appoint in writing a Supervisor and a health and safety representative.

(b) Must provide a valid Letter of Good Standing from the Department of Labour.

(a) The Contractor must be registered with the Department of labour's Compensation Commissioner;

6. OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS

Supply Chain Management unit.

NB!! The Contractor must make sure that his employees go through orientation and induction program before they start working. Negotiate date and time with the quality team of the hospital. Request through

Account.

Pre-medical exams must be done and staff must be immunised against hepatitis B and A at contractors

Amount per month		Amount for 06 months
Salaries and Wages	R	R
Overheads & Profits	R	R
Vat	R	R
Total Quotation for months	R	R

QUOTE BREAKDOWN

registration must be submitted on or before the closing date of quotation

(c) The bidder must be registered for UIF, certificate of UIF compliance must be submitted on or before the closing date.

(d) Employees must be paid a minimum wage/ salary as determined by the department of labour.

VICARIOUS LIABILITY

To the contractor

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

RE: Vicarious liability [transfer of the occupational health and Safety act 85 of 1993]

Section 37 (1)(2) of the Occupational Health and Safety Act 85 of 1993 states:

“ the provisions of subsection (1) shall mutates mutandis apply in the case of a man datary of any employer or user, except if the parties have agreed in writing to the agreements and procedures between them to ensure compliance by the mandatory with the provision of this act.

Definition of mandatary includes an agent contractor or a sub-contractor for work.

Referring to the above section 37(1)

The Itsheljuba Hospital in written agreement hereby transfer the Occupational Health and Safety act 85 of 1993 over to you.

You the contractor will therefore take all steps reasonable practicable to ensure the health and safety of all your employees.

If you fail to comply with the occupational Health and safety act 85 of 1993 section 37 (3) of the act will apply.

Section 37(3) states

“Whenever any employee or mandatary of any employer or user does or omits to do an act which would be an offence in terms of this act for the employer or any such user to do or omit to do, he shall be liable to be convicted and sentenced in respect thereof”

The contractor [mandatory] performing work shall adhere to the following conditions:

1. SHE: Safety, Health and Environment

The contractor shall be responsible for

- The health and safety of his/her own employees including the provision of personal protective attire.

- The health and safety of any persons on his/ her work site

- The preservation of the environment.

- Reducing various types of pollution including noise levels and and atmospheric emissions.

2. Medical surveillance

- The Contractor shall ensure that all his/her employees are under medical surveillance.

- The employees shall undergo medical surveillance as follows: pre - employment medical assessment within 14 days of employment, Exit - periodical medical assessment (during the course of employment), Exit - medical surveillance (when a person is resigning, retiring or evacuating to another post)

3. Symbolic signage

The contractor shall ensure that appropriate safety signs are displayed to warn all persons of potential dangers e.g. no entry, slippery floors etc.

4. Security

The contractor shall obey the security regulation of this institution. Disturbance of the peace, trading in alcohol and drugs, smoking, and reckless driving are prohibited.

- 5. The contractor must ensure that the machinery and equipment brought onto the premises is at all times, free of risks to health and safety and complies with the requirements laid down in the OHS&A and regulations.

- 6. The safety officer has the authority to inspect any of the contractor's plant, machinery and equipment as may be desired.

7. The contractor must ensure that all site employees are trained to work in a safe and healthy manner.
8. Running and horseplay is prohibited on the premises.
9. Minor first aid requirements should be provided by the contractor. Should these prove to be inadequate, e.g. in the event of a major injury, the hospital will be available.
10. All exit doors, fire escape routes, walkways, stairways and stair landings etc. must be kept free of obstructions and at no time be used for work or storage purposes.
11. Bonfires are not permitted on our premises.
12. No fire hose reels or fire extinguishers shall be used other than for firefighting.
13. The hazardous chemical substances must be stored in a lockable cupboard and kept locked. The MSDS must be kept on site.
14. All accidents, incidents and injuries as well as unsafe acts and conditions observed by an employee are to be reported promptly to their immediate supervisor not later than the end of the shift.
15. The contractor must be registered and in good standing with the compensation commissioner.
16. Employees are prohibited from arriving at work or remaining at work when their ability to perform the job safely is impaired for any reason.
17. Employees shall actively participate in the institutions safety program, including attendance at training sessions.
18. The contractor must make good any shortcomings in the standard of his own work or with regards to his health and safety provisions, at his own expense, and failing this, the institution will rectify them for the contractor and debit the amount to the contract price.
19. The institution will be glad to assist contractors in any way possible to facilitate the safe and healthy execution of the work involved and in the mutual interest of both parties.

DECLARATION BY THE CONTRACTOR

We (Contractor)

Hereby accept and agree to abide to the

a) Occupational Health and Safety Act 85 of 1993 and Regulations.

b) The conditions laid down by the institution (Itshelejuba hospital)

To oversee occupational health and safety at our work sites we appoint

..... as a health and safety representative.

We are registered with the compensation commissioner our registration number is,

.....

Signatures of contracting parties
Hospital/clinic/health Centre

Designation	Name	signature	date
CEO			
Health and safety Officer			

Contractor [mandatory]

Designation	Name	Signature	Date

SECTION D: EVALUATION CRITERIA

Evaluation will be based on the following:

- Phase 1: Minimum Compulsory Requirements
- Phase 2: Functionality
- Phase 3: Price

Phase 1: Minimum Compulsory Requirements

The Bidder shall complete and submit the following returnable schedules and documents:

NO.	SECTION/ SCHEDULE	COMPULSORY (YES / NO)	NON-SUBMISSION WILL RENDER BIDDERS NON-RESPONSIVE	EVALUATION FOR BID PURPOSES (YES / NO)	FOR OFFICIAL USE ONLY		
					COMPULSORY	YES	NO

Prospective Bidders MUST ensure that the following Sections of the bid document MUST be completed in ALL respects to qualify for the next stage of evaluation:

1	Section A: Invitation to Bid	Yes	Yes	Yes			
2	Section B: Special Instructions	Yes	Yes	Yes			
3	Section C: Authority to Sign the Bid	Yes	Yes	Yes			
4	Section D: Declaration of Interest	Yes	Yes	Yes			
5	Section E: Declaration of Bidder's Past SCM Practices	Yes	Yes	Yes			
6	Section F: Declaration that CSD is Updated with Latest Bidder's Details	Yes	Yes	Yes			
7	Section G: Preference Points Claimed	Yes	Yes	Yes			
8	Section H: Certificate of Independent Bid Determination	Yes	Yes	Yes			
9	Section I: Record of Amendments to Bid Documents	Yes	Yes	Yes			
10	Section J: General Conditions of Contract	Yes	Yes	Yes			
11	Section K: Special Terms and Conditions	Yes	Yes	Yes			
12	Section L: Compulsory Site Visit	Yes	Yes	Yes			
13	Section M: Pricing Schedule	Yes	Yes	Yes			
Prospective Bidders MUST provide the following as per the Mandatory Requirements:							
1	Resolution providing Authority to sign the Bid and Contract Documents on behalf of the Bidder.	Yes	Yes	Yes			
2	A certified copy of the Consortium/ Joint Venture/ Partnership agreement.	Yes	If Applicable	Yes			
3	A Status Level Verification Certificate/Sworn Affidavit (For EMES& QSES) must be Submitted in order to qualify for Preference Points For.	Yes	Yes	Yes			
4	Proof of CSD/ Tax Compliance (TCS Pin/ Valid Tax Clearance certificate/ Valid certificate).	Yes	Yes	Yes			
5	Certified copy of valid Public Liability Insurance Policy Certificate, letter of intent or quotation from insurance companies	Yes	Yes	Yes			

NO.	SECTION/ SCHEDULE	COMPULSORY (YES / NO)	NON-SUBMISSION WILL RENDER BIDDERS NON-RESPONSIVE	COMPULSORY (YES / NO)	EVALUATION FOR BID PURPOSES	FOR OFFICIAL USE ONLY		
						YES	NO	N/A
6	Certified Copy of valid Unemployment Insurance Fund Registration Certificate.	Yes	Yes	Yes				
7	Letter of Good standing with Department of Labour with cleaning service as a commodity	Yes	Yes	Yes				
8	Valid Bargaining council certificate, BCCCI	Yes	Yes	Yes				

Phase 2: Functionality

NO.	EVALUATION CRITERIA	WEIGHT	POINTS
1.	NUMBER OF YEARS EXPERIENCE IN THE PROVISION OF CLEANING IN THE FORM OF REFERENCE LETTERS :	20	20
	3 years or more		
	Between Two (2) and One (01) Year/s		
	Between Six (6) and Three (3) Months		
	Less than One(1) Month		
2.	VERIFIABLE PROOF OF LOCALITY (Municipality Utility Bill or Letter from the Ward Councillor):	30	30
	Within Local Municipality		
	Within District Municipality		
	Outside of District Municipality but within KZN Province		
	by inclusion of curriculum vitae of key personnel		
3.	COMPETENCY AND EXPERTISE OF KEY EMPLOYEES ON SITE (please specify)	10	10
	Experience:		
	3 years or more		
	Between Two (2) and One (01) Year/s		
	Between Six (6) and Three (3) Months		
	Less than One(1) Month		
TOTAL WEIGHT AND POINTS		60	100
MINIMUM PASSING SCORE			60%

Bidders must score a minimum of not less than 60% in order to proceed to Phase 4 in the evaluation process.

Phase 3: Price

The value of this bid is estimated not to exceed R500 000.00 all applicable taxes included).