



Quotation Advert

Opening Date: 13/03/2023
Closing Date: 23/03/2023

Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: GJ Crookes Hospital
Province: KwaZulu-Natal
Department of entity: Department of Health
Division or section: Central Supply Chain Management
**Place where goods/
service is required:** GJ CROOKES HOSPITAL
Date Submitted: 10/03/2023

ITEM CATEGORY AND DETAILS

Quotation number: ZNQ: GJC889/22/23
Item Category: Goods
Item Description: CLEANING AND MAINTENANCE OF GARDEN AND GROUNDS AT GJ CROOKES HOSPITAL

Quantity (if supplies): 12 MONTHS

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Complusory Briefing
Date: 16/03/2023
Time: 09:00
Venue: GJ CROOKES HOSPITAL

QUOTES CAN BE COLLECTED FROM: KNZ HEALTH TENDER WEBSITE

QUOTES SHOULD BE DELIVERED TO: GJ CROOKES HOSPITAL, NO 1 HOSPITAL ROAD, SCOTTBURGH 4180. TENDER BOX

ENQUIRIES REGARDING ADVERT MAY BE DIRECTED TO:

Name: T F DLAMINI

Email: Tusani.Dlamini@kznhealth.gov.za

Contact number: 039 978 7158

Finance Manager Name: Ms SZG NGUSE **Finance Manager Signature** 

DESCRIPTION: CLAENING AND MAINTENANCE OF GARDEN AND GROUNDS AT GJ CROOKES HOSPITAL

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	
					R	c
	12	CLEANING AND MAINTENANCE OF				
	MONTHS	GARDEN AND GROUNDS AT				
		GJ CROOKES HOSPITAL				
		APRIL 2023 - 31 MARCH 2024				
		::NB:: KINDLY BRING A PRINTED DOCUMENT				
		TO THE SITE MEETING				
VALUE ADDED TAX @ 15% (Only if VAT Vendor)						
TOTAL QUOTATION PRICE (VALIDITY PERIOD 60 Days)						

Does This Offer Comply With The Specification?	Does The Article Conform To The S.A.N.S. / S.A.B.S. Specification?
Is The Price Firm?	State Delivery Period, e.g., 1day, 1week

<p>Enquiries regarding the <u>quote</u> may be directed to: Contact Person: <u>Mr.T.F.Dlamini</u>Tel: (039) 978 7158 E-Mail Address: <u>Tusani.Dlamini@kznhealth.gov.za</u></p>	<p>Enquiries regarding <u>technical information</u> may be directed to: Contact Person: <u>Mr. TOM BC</u>Tel: (039) 978 7105</p>
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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 person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. BIDDER'S DECLARATION

2.1. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State Institution

2.2. Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring 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, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6. There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

.....
Name of Bidder	Signature	Position	Date

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

² 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 & fulfilment of all obligations conditions devolving on under this agreement, as the Principal (s) liable for the due fulfilment 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 product/s 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 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, 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 initialled; 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.

4.10. The Department is under no obligation to pay suppliers in part for work done if the supplier can no longer 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 WILL take place
- (ii) Date 16 / 03 / 2023 Time 09 : 00 Place GJ CROOKES HOSPITAL

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

8. STATEMENT OF SUPPLIES AND SERVICES

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

9. SUBMISSION AND COMPLETION OF SBD 6.1

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

10. TAX COMPLIANCE REQUIREMENTS

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

11. TAX INVOICE

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

- | | |
|------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| (i) the name, address and registration number of the supplier; | (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. 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	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:

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

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{min} = price of lowest acceptable bid

4. POINTS AWARDED FOR 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	
-----	--	----	--

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	
-----	--	----	--

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

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

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

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

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

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....
.....

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

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

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

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

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

<p>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>



Institution name:

COMPLAINTS PROCESS FOR QUOTATIONS R2 000.00 TO R500 000.00 INCLUDING V.A.T

1. Supplier Submits Written Complaint / Objection

- Bidders aggrieved by decisions or actions taken by the Department or Institution during the SCM procurement process, must lodge a written complaint **immediately**.
- Complaints lodged two (2) or more days after the award will not be entertained.
- Complaints must be directed to the Responsibility Manager of the institution (Hospital or CHC) and District Finance Manager for District Offices.
- **It must be noted that this is not an appeals process and as such will not halt the procurement process.**

2. Institution Prepares Written Response to Complaint

- The Responsibility Manager, or his appointee, must prepare a response letter to the complainant.
- The complaint must be resolved within **60 days**.
- Should the complainant not be satisfied with the response, the matter will be referred to the District Finance Manager (applicable to all Hospitals and CHC) or District Manager (Applicable to all District Offices) for a final verdict.
- Should the complainant still not be satisfied with the response received, they may then seek legal recourse at their own expense.

Complaints or objections should be directed to:

Responsibility Manager:

Email Address:



SPECIFICATION: GARDENS AND GROUNDS

This specification is calling bidder to provide service to cleaning of garden and grounds and maintaining of grounds at G.J Crookes hospital, contract period is 12 months.

SCOPE OF WORK

- Garden maintenance of all garden areas within defined property area.
- Mowing all grassed areas including nature strips at the property.
- Rubbish and debris to be removed from all areas within property.
- Sweeping/Blowing of all pathways, ground gutters and driveways of all refuse following completion of cutting areas within property.
- Trimming and pruning of trees including trees /shrubs within the branch and those overhanging any pedestrian path or walkway according to Council regulations.
- Removal and replacement of fallen/dead trees/shrubs/plants within property as requested.
- Weeds are to be removed from all areas within the property and weed control to be maintained.
- All garden refuse to be removed from site same day after service, in line with the accepted waste management practices or municipal bylaws.

1. LAWNS:

- Lawns to be kept free of weeds.
- Prior to mowing all grassed areas are to be cleared of paper, rubbish, large stones, tree branches and other obstacles.
- All grassed areas including nature strips adjoining the property are to receive the attention required on each scheduled visit.
- Grass and weeds are to cut to a height considered normal for grassed areas or as directed (Approx 50-70mm) Height of the grass and weeds are not to exceed 150mm.
- Lawns/grass patches to be cut twice monthly in the summer months and once monthly in the winter months.
- Lawns to be kept at a length of 50mm or otherwise stipulated by the Systems Manager of the hospital.
- All edges of lawns to be kept trimmed and uniform at approximately 50mm from all concrete slabs walk ways and buildings.

2. FLOWER BEDS AND SHRUBS:

- These are to be kept free of weeds, grass and litter.
- Borders to be trimmed and kept neat.
- Flowering of flower beds to be turned.

3. TREES:

- All dead branches to be removed that are two meters from ground level.



- All areas surrounding the trees to be kept free of leaves.
- Tree branches are to be trimmed to provide vertical clearance from the drive way and car parking surfaces of 4 meters(unless otherwise specific for special requirements)
- Trees and shrubs are to be pruned to a height of 4 meters to avoid interference to pedestrians, vehicles and cyclists.
- Corridor clearance at entry /exit to site/property to be maintained for the safety of pedestrians/vehicle traffic.
- Fallen trees and shrubs and dead foliage are to be cut out and removed as requested by the institution upon removal of shrubs ,replacement works are to be put in place with the agreement of institution
- All mature and juvenile trees are to be pruned in accordance with relevant job safety analysis (as per your JSA's regarding safe use of chainsaws, chippers etc.) and environmental standards.
- Trained personnel to carry out advanced tree works at the request of the institution

- Branches where they constitute a danger to the public/department staff must be kept above eye level.
- Trimming and pruning of trees including trees /shrubs within the branch and those over hanging any pedestrians' path, driveway, car parking according to council regulations.

4. HEDGES AND MULCHING

- To be kept cut at a uniform height of 1.5 meters.
- All areas surrounding the hedges to be kept free of garden refuse.
- The contractor is to maintain all mulched areas within the property, using general bush mulch.
- Mulch is to be kept to a level of 50 -75mm with regular turning to keep mulch aerated.
- Mulch top- ups to be applied to establish appropriate levels.

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

- To be kept clean.
- To be kept free of weeds and grass by means of spraying with suitable weed killer.
- All rubbish is to be removed and taken off site.
- Leaves and rubbish that have accumulated against buildings, walls, pathways, and drains shall be pick up and removed.
- Monthly inspections of drains /pits/gutters/etc. are to be performed and reported on when work is required, as excess build-up of leaves and twigs can impede water flow.
- When necessary ,areas are to be serviced and cleaned as agreed upon by institution

6. GULLEYS, DRAINS AND GUTTERS

These are to be kept clean, free of leaves, grass and general litter.

7. VERGES

7.1. Verges to be kept clean and neat.

8. VELD/VACANT LAND

- To be kept neat.
- Wild grass to be kept short.
- Veld/ Vacant Land to be kept free from refuse and litter.

9. Bidders are to ensure that all garden refuse to be removed from site after the service each day.



10. Leaves from trees, weeds and grass must not be allowed to accumulate. Rake up and removed off the premises each day.

11. Perimeter Fencing

11.1 A boundary of 1, 5 meter or 2 meter must be cleared from the hospital boundary fence of the entire perimeter of the property.

11.2 The 1, 5 or 2 meter boundary must be kept clean of grass and bush.

11.3. The interior around perimeter must be cleared of alien vegetation; weeds and vines growing on mesh fencing must be poisoned and removed

12. FREQUENCY OF SERVICE

12.1.1 Cut and clean **twice in one month in the summer months** and **once a month in the winter months**.

Summer months: September, October, November, December, January and February.

Winter Months: March, April, May, June, July, and August.

12.1.2 Gardens must be weeds free, flowering and planting of flowers.

12.1.3 Should the contractor for any reason not manage to complete the grounds in a single day, the contractor is Required to return the following day to complete the task.

12.1.4 A roster is to be provided prior to the contract being implemented.

12.1.5 On arrival to institution the contractor must report to the Systems Manager to sign attendance register.

12.1.6 On departure the contractor must sign the same register.

13. MACHINERY / EQUIPMENT REQUIRED:

(Contractor to ensure that equipment list is on site at all times).

13.1 Brush Cutters and petrol

13.2 Petrol of Lawn Mowers and lawn mowers.

13.3 Wheel barrows

13.4 Garden Spades

13.5 Garden Forks

13.6 Grass Rakes and leaf rake

13.7 Garden Scissors

13.8 Garden Clippers

13.9 Garden Slashers

13.10 Leaf Bag

13.11 Self Standing Step ladder of 10 foot

13.12 Hedge Cutter and tree trimmer scissors.

14. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

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

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



- 14.1.2 The Company name and contact details must be printed on the back of the uniform.
- 14.1.3 All staff under the direct employ of the awarded company must have identity badges, of which must be on the Person at all times.
- 14.1.4 Shall not argue with visitors/staff/patients or be discourteous to them.
- 14.1.5 Does not read office documents or rummage through office/kitchen waste.
- 14.1.6 On award of the contract the Contractor shall sign an undertaking in which he/she declares that his/her staff will refrain from any action which might be to the detriment of the facility where the service is rendered and such undertaking must be handed to the facility on commencement of the contract.
- 14.1.7 No information concerning the facilities activities may be furnished to the public or news media by the Contractor or his/her employees without the express written permission of the Head of Department of Health KwaZulu-Natal.

14.2 STAFF EQUIPMENT

The successful Contractor shall ensure that each member of his/her staff at the facility shall wear PPE at all time, when they are on duty; be fully equipped with:

- 8.2.1 A wide brimmed hat, for protection from the sun.
- 8.2.2 The required safety equipment whilst working with machinery.
 - 8.2.2.1 Full face shield.
 - 8.2.2.2 Full length body apron.
 - 8.2.2.3 Safety Shoes and Gum Boots.
 - 8.2.2.4 Leather gloves.
 - 8.2.2.5 Self standing safety signs.
 - 8.2.2.6 Blue overalls (Boiler suits)
 - 8.2.2.7 Ear muffs.

14.3 Bidder to provide proof that waste has been safely disposed for compliance and to avoid litigation

15. SITE CLEAN-UP

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

16. LOSS/DAMAGE OF CONTRACTORS EQUIPMENT

- 16.1 The hospital will not be held liable for any loss or damage to the contractor's equipment.



17. LIABILITY OF STAFF/ OH&S REQUIREMENTS

- 17.1 The company must register with Workman's Compensation Act.
 - 17.2 Injuries sustained while on the premises and during performance of the contract shall be the responsibility of the Bidder.
 - 17.3 Personnel to wear appropriate personal protective equipment (PPE) as each job requires – e.g. gloves, safety Boots, earmuffs, safety clothing.
 - 17.4 All safety procedures as outlined in JSAs are to be adhered to for the protection of not only the worker but for any relevant personnel, property and the public also.
 - 17.5 All staff to undergo medical surveillance twice per annum
 - 17.6 Letters of good standing with Department of labour in terms of occupational health and safety must be submitted.
 - 17.7 **No claims will be made to the Department of Health.**
18. **N.B** The Contractor to ensure that they have screens to shield vehicles from the stone chips whilst cutting grass. The Company must ensure that all garden refuse to be removed from site in line with the accepted waste Management practices and correct disposal site.