



KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

Quotation Advert

Opening Date: 10/04/2024
Closing Date: 15/04/2024
Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: Vryheid Hospital
Province: KwaZulu-Natal
Department of entity: Department of Health
Division or section: Supply Chain Management
**Place where goods/
service is required:** **VRYHEID District Hospital**
Date Submitted: 10/04/2024

ITEM CATEGORY AND DETAILS

Quotation number: ZNQ: VRH/05/24/25
Item Category: Services
Item Description: 4 MONTHS CONTRACT FOR CLEANING OF BUILDINGS

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Not applicable
Time: Not applicable
Venue: Not applicable

QUOTES CAN BE COLLECTED FROM: KZN Health Website & VRYHEID HOSPITAL

NB!!QUOTATION MUST BE HAND DELIVERED TO VRYHEID HOSPITAL COSWALD BROWN STREET, QUOTATION BOX SITUATED NEXT TO THE LIFTS ON THE GROUND FLOOR (DO NOT EMAIL OR FAX QUOTE)

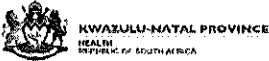
ENQUIRIES REGARDING ADVERT MAY BE DIRECTED TO:

Name: PN Masondo
Email: Nompumelelo.Masondo@kznhealth.gov.za

Contact number: 0349895948

Finance Manager Name: Khumalo M.S

Finance Manager signature: *PN Masondo* PP



PARTICULARS OF QUOTATION

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: VRYHEID HOSPITAL

FACSIMILE NUMBER: 0349821658 E-MAIL ADDRESS: mxolisi.khumalo@kznhealth.gov.za

PHYSICAL ADDRESS: COSWALD BROWN STREET, VRYHEID 3100

QUOTE NUMBER: ZNQ / VRH / 05 / 23 . 24 VALIDITY PERIOD: 90 DAYS

DATE ADVERTISED: 10.04.2024 CLOSING DATE: 15.04.2024 CLOSING TIME: 11:00

DESCRIPTION: 4 MONTHS CONTRACT FOR CLEANING OF BUILDINGS VRYHEID HOSPITAL

CONTRACT PERIOD (IF APPLICABLE): 4 MONTHS

DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS):
DOCUMENT MUST BE HAND DELIVERED TO VRYHEID HOSPITAL COSWALD BROWN STREET VRYHEID 3100
QUOTATION BOX SITUATED NEXT TO THE LIFTS ON THE GROUND FLOOR

ENQUIRIES REGARDING THE QUOTE MAY BE DIRECTED TO:

CONTACT PERSON: P.N MASONDO TELEPHONE NUMBER: 034 989 5948
E-MAIL ADDRESS: _____

ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

CONTACT PERSON: SN NYOKA TELEPHONE NUMBER: 034 989 5948
E-MAIL ADDRESS: _____

Bidders should ensure that quotes are delivered timeously to the correct address. If the quote is late, it will not be accepted for consideration.

The quote box is open from 08:00 to 15:30.

QUOTATIONS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RETYPED)

THIS QUOTE IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

**THE FOLLOWING PARTICULARS OF BIDDER MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR QUOTE BEING DISQUALIFIED)**

NAME OF BIDDER: _____

E-MAIL ADDRESS: _____

POSTAL ADDRESS: _____

STREET ADDRESS: _____

TELEPHONE NUMBER: _____ FACSIMILE NUMBER: _____

CELLPHONE NUMBER: _____ SARS PIN: _____

VAT REGISTRATION NUMBER (IF VAT vendor): _____

CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO.

M	A	A	A						
---	---	---	---	--	--	--	--	--	--

UNIQUE REGISTRATION REFERENCE:

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

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 institution²? 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 consortium³ 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 "Procuring Institution" refers to all institutions under the Accounting Officer of the Department of Health.

³ 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

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid/quotation documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

1 Definitions

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. "GCC" means the General Conditions of Contract.
- 1.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. "Project site," where applicable, means the place indicated in bidding documents.
- 1.21. "Purchaser" means the organization purchasing the goods.
- 1.22. "Republic" means the Republic of South Africa.
- 1.23. "SCC" means the Special Conditions of Contract.
- 1.24. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2 Application

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3 General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za



4 Standards

- 4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5 Use of contract documents and Information; inspection.

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6 Patent rights

- 6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7 Performance security

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8 Inspections, tests and analyses

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the supplier's cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9 Packing

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10 Delivery and documents

- 10.1. Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2. Documents to be submitted by the supplier are specified in SCC.

11 Insurance

- 11.1. The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12 Transportation

- 12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13 Incidental services

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14 Spare parts

- As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- 14.1.
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15 Warranty

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16 Payment

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

17 Prices

- 17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18 Contract amendments

- 18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19 Assignment

- 19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20 Subcontracts

- 20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21 Delays in the supplier's performance

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.



- 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22 Penalties**
- 22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23 Termination for default**
- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
- 24 Anti-dumping and countervailing duties and rights**
- 24.1. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
- 25 Force Majeure**
- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26 Termination for Insolvency**
- 26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27 Settlement of Disputes**
- 27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.



- 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5. Notwithstanding any reference to mediation and/or court proceedings herein,
(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.
- 28 Limitation of liability**
- 28.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29 Governing language**
- 29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30 Applicable law**
- 30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31 Notices**
- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32 Taxes and duties**
- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33 National Industrial Participation (NIP) Programme**
- 33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices**
- 34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.



SPECIAL 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 fulfill 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.



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 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

- 1.1. The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2. The applicable preference point system for this tender is the 80/20 preference point system.

1.3. Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

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

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals	100

1.5. Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6. The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc}
 \frac{80}{20} & & \frac{90}{10} \\
 P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) & \text{OR} & P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)
 \end{array}$$

Where

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

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 \frac{80}{20} & & \frac{90}{10} \\
 P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{OR} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)
 \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.
Note to tenderers: The tenderer must indicate how they claim points for each preference point system.

The specific goal/s allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system)
Promotion of Enterprises located in a specific Municipality for work to be done or services to be rendered in that Municipality	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm: _____

4.4. Company registration number: _____

4.5. TYPE OF COMPANY/ FIRM (tick applicable box)

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

_____ SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	_____
DATE:	_____
ADDRESS:	_____

ZNQ: _____

CAPACITY TO EXECUTE SERVICES: SCORING UTILIZED FOR ADJUDICATION PROCESS

NO	EVALUATION CRITERIA	POINTS
E1	MEMBERSHIP TO COUNCIL FOR CLEANING INDUSTRY: BIDDER MUST PROVIDE EVIDENCE OF BEING A CURRENT MEMBER OF THE BARGAINING COUNCIL FOR THE CONTRACT CLEANING INDUSTRY (KWAZULU-NATAL). A VALID BARGAINING COUNCIL CERTIFICATE OF REGISTRATION FOR THE CONTRACT CLEANING INDUSTRY (KWAZULU-NATAL) MUST BE SUBMITTED WITH A BID.	
	SUBMITTED	3
	NOT SUBMITTED	0
E2	COMPANY TRACK RECORD: BIDDER MUST PROVIDE REFERENCE LETTERS FOR CLEANING SERVICES FROM CLIENTS STATING THE FOLLOWING: <ul style="list-style-type: none"> • COMPANY NAME OF CLIENT • CONTACT PERSON • CONTACT NUMBER • WERE SERVICES COMPLETED SUCCESSFULLY AND SAITISFACTORILY 	
	3 TO 4 REFERENCE LETTERS	5
	1 TO 2 REFERENCE LETTERS	3
	NO REFERENCES	0
E3	COMPANY EXPERIENCE: BIDDER MUST PROVIDE A COMPANY BUSINESS PORTFOLIO DETAILING EXPERIENCE IN DELIVERING CLEANING SERVICES.	
	TWO (2) YEARS EXPERIENCE AND MORE	5
	LESS THAN TWO (2) YEARS EXPERIENCE	3
	NO EXPERIENCE	0
E4	COMPANY OFFICES DOMICILED IN CLOSE VICINITY TO HOSPITAL: VERIFIABLE PROOF OF LOCALITY (MUNICIPALITY UTILITY BILL, LETTER FROM THE WARD COUNCILLOR ETC. TO BE SUBMITTED FOR VALIDATING THE ADDRESS):	
	WITHIN ABAQULUS LOCAL MUNICIPALITY	5
	WITHIN ZULULAND DISTRICT MUNICIPALITY	2
	OUTSIDE OF DISTRICT MUNICIPALITY BUT WITHIN KZN PROVINCE	1
	OUTSIDE OF THE KZN PROVINCE & NO PROOF	0
E5	INSURANCE: COMPANY TO SUBMIT PROOF OF BUSINESS LIABILTY INSURANCE	
	SUBMITTED	2
	NOT SUBMITTED	0
		20 (Max)

- Y- **The following Functionality Scoring is mandatory and obtaining less than the requisite individual scoring indicated below in any one of the criteria will result in bids being immediately passed over:**
- **E1 requires maximum score of 3 points**
 - **E2 requires minimal score of 3 points**
 - **E3 requires a minimal score of 3 points**
 - **E4 requires minimal score of 1 points**
 - **E5 requires maximum score of 2 points**
- Y **Bidders to attain a minimum passing score of 60% to qualify on functionality portion of bid**

Quote Number: _____

Item Description: Cleaning Services at Vryheid Hospital

Department/Section: Systems

Purpose of Item:

Provision of Cleaning Services to buildings

1. Pre-qualification criteria if any:

1.1. Is the item required to have a regulatory body certification (e.g. SABS, SANS, SANAS, ISO, CIDB, etc.)? Yes / No:
a) Regulatory Body / certification required if Yes: Bargaining Council for the Contract Cleaning Industry (BCCCI)

1.2. Is a compulsory site inspection / briefing session required? Yes / No
if Yes, specify: Date ____/____/____ Time ____:____ Place _____

1.3. Is local production and content part of the quote? Yes / No
if Yes, specify: _____

1.4. Provisions of section 4(1)(a) of the PPPFA Regulations, 2017 if applicable? Yes / No
if Yes, specify: _____

1.5. Liability Cover insurance? Yes / No
if Yes, specify: Yes

2. What is the specification of the required item?

List specifications to be advertised	Comment
1. Refer attached specification	
2.	
3.	
4.	
5.	

3. Does a sample need to be submitted? Yes / No (select option 3.1 or 3.2)
3.1. Deadline for submission if Yes: Date ____/____/____ Time ____:____ Place _____
or
3.2. Specify that samples must be made available when requested in writing. Yes or No

4. Penalties to be noted by the suppliers:

4.1. 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.

5. What is the evaluation criteria / special terms and conditions to be advertised?

List evaluation criteria / special terms and conditions to be advertised (if applicable)		
1. Pre-qualification criteria	Does the offer meet the pre-qualification criteria?	YES
2. Administrative	Does the offer comply to stipulated administrative requirements?	YES
3. Conformance:	Was the product made or service performed to specifications?	YES
4. Performance:	Will/does the product/service fulfil its performance obligation, in a manner that releases the supplier from all liabilities under the contract?	YES
5. Features:	What characteristics does the product or service have?	YES
6. Reliability:	How long can a product go between failures and the need for maintenance? (guarantee)	NO
7. Durability:	What is the useful life for the product? How will the product hold up under extended use?	NO
8. Serviceability:	How easy is it to repair, maintain or support the product or service? (customer support)	NO
9. Ability & Capacity	The ability and capacity of the vendor to execute the contract	YES
10. Preference points	Preferential Procurement System (80/20) if applicable	YES 90/10

Name of End-user (in full)	S. NYOKA	Name of SCM Rep (in full)	
Designation / Rank (in full)	SSMO	Designation/ Rank (in full)	
Signature		Signature	
Date		Date	

LABOUR REQUIREMENTS FOR OUTSOURCED CONTRACTOR

GROUPS	CLEANING COMBINATIONS	SHIFT DAY	SHIFT NIGHT
GROUP 1	WALKWAYS, WINDOWS, WALLS , PUBLIC TOILETS(COMMUNAL AREAS)	2	0
GROUP 2	TRAINING CENTRE -1 ST FLOOR ADMIN TRAINING CENTRE BDG-GROUND FLOOR: ADMIN OFFICES PHC OFFICES EAP & STAFF CLINIC PHC MANAGERS OFFICES IN PREFAB BUILDING DIETICS PARK HOME	-2 X DAY -STRAIGHT SHIFT -06H30 -16H00 -MONDAY TO FRIDAY	0
GROUP 3	EYE CLINIC OT REHAB	-1 X DAY -STRAIGHT SHIFT -06H30 -16H00 -MONDAY TO FRIDAY	0
GROUP 4	OPD CDC	-2 X DAY -STRAIGHT SHIFT -06H30 -16H00 -MONDAY TO FRIDAY	0
GROUP 5	LABOUR WARD	2 X DAY	2 X NIGHT
	GENERAL	2 X DAY	1 X NIGHT
	POST NATAL	2 X DAY	
	PEAD	2 X DAY	2 X NIGHT
	CASUALTY	2 X DAY	

EQUIPMENT REQUIREMENT

- Floor Polishers x 2
- Mopping Bucket and Wringer, Double, 50 litres x 10

CLEANING AREAS FOR OUTSOURCED CONTRACTOR: VRYHEID HOSPITAL

NO	WARD/DEPARTMENT	SUB ROOMS	QTY	OPERATING HOURS	
1	PEADIATRIC	PATIENT BEDDING AREAS	9	24 Hours	
		KITCHEN	2		
		ABLUTION	4		
		POPD	1		
		OFFICES	2		
		DUTY STATION	2		
		STORAGE AREAS	2		
		TREATMENT ROOMS	1		
		PLAY AREA	1		
		MOTHERS LODGE	1		
2	CASUALTY	ABLUTION	5	24 Hours	
		TREATMENT AREA	1		
		DUTY ROOM	1		
		KITCHEN	1		
		STORAGE	1		
		CONSULTING ROOM	2		
		CUBICLES	2		
3	OPD	KITCHEN	1	Monday to Friday, 07h00 to 16h00	
		ABLUTIONS (INSIDE)	2		
		ABLUTIONS (OUTSIDE)	2		
		TREATMENT ROOM	1		
		DOCTORS ROOMS	6		
		TREATMENT AREA	1		
		TREATMENT ROOMS	1		
		POP ROOM	1		

		NURSES ROOMS	3	
		STOREROOMS	2	
4	POST NATAL	PATIENT BEDDING AREAS	6	24 hours
		ISOLATION UNIT	1	
		KITCHEN	2	
		ABLUTIONS	3	
		STOREROOM	4	
		MILK KITCHEN	1	
		OFFICE	1	
		NURSERY	1	
		CLEANING UTILITY AREA	1	
		DUTY STATION	1	
		LINEN ROOM	1	
		COUNSELLING ROOM	2	
		LIFT FOYER	1	
		EVACUATION STAIRWEL	1	
5	LABOUR WARD	PATIENT BEDDING AREA	7	24 Hours
		ABLUTION	4	
		KITCHEN	2	
		OFFICE	1	
		NURSES REST ROOM	1	
		LINEN ROOM	1	
		ADMISSION ROOM	1	
		WAITING AREA	1	
		LIFT FOYER	1	
		EVACUATION STAIRWEL	1	
6	GENERAL WARD	PATIENT BEDDING AREA	7	24 hours
		ISOLATION ROOM	3	

		KITCHEN	1	
		ABLUTION	4	
		NURSES LOUNGE	1	
		DUTY STATION	1	
		OFFICE	1	
		STORAGE ROOM	2	
		TREATMENT ROOM	1	
		LINEN ROOM	1	
		HOME AFFAIRS	1	
		COPIER ROOM	1	
		LIFT FOYER	1	
7	TRAINING CENTRE BUILDING			Monday to Friday, 07h00 to 16h00
	GROUND FLOOR A: PHYSIO	CONSULTING ROOMS	4	
		ABLUTION	1	
		WAITING AREA	1	
	GROUND FLOOR B: ADMIN, ALLIED SERVICES	TRANSPORT	1	
		EAP OFFICE	1	
		OCCUPATIONAL H & S	1	
		PHC OFFICE	1	
		OCCUPATIONAL THERAPY	1	
		EYE CLINIC	1	
	1ST FLOOR	TRAINING ROOM		
		IPC OFFICE	1	
		PHC OFFICE	1	

8	CDC	ABLUTIONS KITCHEN DATA CAPTURING ROOM UNIT MANAGER STORES CLEANER STORE FILE ROOM ABLUTION WAITING AREA RECEPTION ROOM CHILDREN ROOM PHARMACY ROOM PHARMACY WAITING COUNSELLING AND CONSULTING ROOMS	2 1 1 1 1 1 1 3 1 1 1 2 1 9	Monday to Friday, 07h00 to 16h00
9	ADMIN OFFICES	ADMIN FOYER HR SUPERVISOR SYSTEMS MANAGER BUDGET OFFICE CASHIER OFFICE HRD HR PRACTICES HR MANAGER FINANCE SUPERVISOR LABOUR RELATIONS MEDICAL MANAGER CEO OFFICE NURSING MANAGERS OFFICE MATRONS OFFICE	1 1 1 1 1 1 1 1 1 1 1 1 1 1	Monday to Friday, 07h00 to 16h00

		SECRETARY TO CEO	1	
		FINANCE MANAGER	1	
		ABLUTIONS	2	
		KITCHEN	1	
10	DIETICS	ROOMS	5	Monday to Friday, 07h00 to 16h00
		KITCHEN	1	
		ABLUTIONS 1	1	
11	PHC	OFFICES	2	Monday to Friday, 07h00 to 16h00
		OPEN PLAN OFFICE	1	
		ABLUTIONS	1	
12	WALKWAYS			24 hours



health

Department:
Health
PROVINCE OF KWAZULU-NATAL

SECTION K: SPECIAL TERMS AND CONDITIONS

The bid is issued in accordance with the provisions of the Public Finance 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 terms and conditions are supplementary to that of the General Conditions of Contract. Where, however, the special terms and conditions are in conflict with the General Conditions of Contract, the Special Terms and Conditions prevail.

- (a) Bidder/s must ensure that they are fully aware of all the conditions contained in this bid document.
- (b) Only bidders that fully meet the specifications and all conditions will be considered.

1. CONDITIONS OF BID

The bid is issued in accordance with the following conditions:

1.1 ACCEPTANCE OF A BID

- 1.1.1. Bidders must submit their offers in line with the bid specifications. Failure to comply shall invalidate the bid.
- 1.1.2. 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.
- 1.1.3 Bidders shall be notified of the decision of the Bid Adjudication Committee.
- 1.1.4 The contract shall be concluded between Health Department (Vryheid Hospital) and the successful service provider(s).
- 1.1.5 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.
- 1.1.6. 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.

- 1.1.7 Department of Health will enter into Service Level Agreement(s) with the successful bidder(s).
- 1.1.8 Bidders must comply with safety regulations at all times during operations.
- 1.1.9 75 % of the workforce must be recruited from the local communities
- 1.1.10 The bidder must submit financial capability to ensure that they will be able to execute and sustain the contract for its duration.

1.2. AWARD OF BID (S)

- 1.2.1. Notification of the intention to award of bid shall be in the same media that the bid was advertised.
- 1.2.2. A bidder who feels aggrieved by a decision of the Departmental Bid Adjudication Committee may appeal to the Bid Appeals Tribunal in the prescribed manner. Bidders are to note that if they feel aggrieved, appeals must be lodged in respect of that specific institution.
- 1.2.3. After all appeals, should they be lodged, have been dealt with by the Bid Appeals Tribunal, the successful bidder (s) shall be notified in writing by a duly authorised official of the Department of Health, Central Supply Chain Management Unit. A formal contract will then be entered into by both parties.

1.3. BARGAINING COUNCIL AND CERTIFICATE OF COMPLIANCE

- 1.3.1. **As the cleaning industry is regulated, the bidder must be a member of the Bargaining Council for the Contract Cleaning Industry (KwaZulu-Natal). A valid Bargaining Council for the Contract Cleaning Industry (KwaZulu-Natal) certificate of registration must be submitted with a bid. The Department will verify whether the certificate is valid, if the certificate is non-compliant with the Bargaining Council this will result in the bid being disqualified.**
- 1.3.2. A certificate of compliance must be submitted **on request** to Vryheid Hospital: SCM after the commencement date of the contract

1.4. B-BBEE STATUS LEVEL

- 1.4.1. A status level verification certificate or sworn affidavit (for Exempt Micro Enterprises (EMEs) and Qualifying Small Enterprises (QSEs) must be submitted in order to qualify for preference points.

1.5. CERTIFICATE OF COMPLIANCE

- 1.5.1. If the bidder submits offers for items that make reference to South African National Standards (SANS) or South African Bureau of Standards (SABS) specifications, a Certificate of Compliance (SANS), Bargaining Council for the Contract Cleaning Industry (BCCCI) must be submitted with the bid document at the time of closing of the bid. SABS/SANS can be contacted for testing and conformity services at Tel: 031 203 2900/ Fax: 031 203 2907. SANS, SABS AND CKS specifications will be for the account of the prospective bidder.
- 1.5.2. Failure to submit the certificate, where applicable, will result in the bid being disqualified. The Department reserves its rights to contact SABS/SANS/CKS for testing and conformity services.
- 1.5.3. The South African National Accreditation System (SANAS) is recognized by the South African Government as the single National Accreditation Body that gives formal recognition that Laboratory, Certification Bodies, Inspection Bodies, Proficiency Testing Scheme Providers and Good Laboratory Practice (GLP) test facilities are competent to carry out specific tasks. This organization can be contacted as follows: Tel: 012 3943760; Fax: 012 3940526.

- 1.5.4. Prior to an award of the bid being made and/or during the evaluation process, the Department of Health reserves the right to conduct inspections of the premises of the most acceptable bidder. Therefore, premises of the bidder shall be open, at reasonable hours, for inspection by a representative of the Department of Health or organization acting on its behalf.
- 1.5.5. Any specification/s and conformity testing will be for the account of the prospective bidder.
- 1.5.6. In the event of the bidder not being the actual manufacturer and will be sourcing the product(s) from the manufacturer, a letter from the manufacturer confirming firm supply arrangement(s) including lead times in this regard, must accompany the bid at closing date and time.

1.6. COMPLIANCE WITH SPECIFICATION

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

1.7. DETAILS OF CURRENT OR PREVIOUS CONTRACTS HELD BY THE BIDDER

- 1.7.1. Details of current contracts held by the bidder relating to the nature of goods and services mentioned in this bid.
- 1.7.2. **The bidder must provide client reference letters on a client letterhead furnishing the following details of the contracts.**
- i. **Date of commencement of contract/s;**
 - ii. **Expiry date/s;**
 - iii. **Value per contract;**
 - iv. **Contract details such as with whom held, details of the contract, phone number, facsimile number, email address and physical and postal address/es of the entity; and**
 - v. **A summary of the functions/activities that were performed as part of the contract.**
 - vi. **An indication whether the services rendered during the entire contract period were satisfactory provided and conforming to specifications**

1.8. EMPLOYMENT OF MEMBERS OF THE LOCAL COMMUNITY

- 1.8.1. 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.
- 1.8.2. Bidders can also indicate whether previous employees from previous contractors will be employed.

1.9. INFORMATION REQUIRED FROM BIDDER (please include in company portfolio)

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

- a) Where they have their Headquarters.
 - b) Where they have their Regional Offices.
- } Details to be supplied
On company's
Letterhead.

1.10. LATE BIDS

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

1.11. MORE THAN ONE OFFER/ COUNTER OFFERS

- 1.11.1. Should the bidder make more than one offer, where applicable, against any individual item, such offer/s must be detailed in the Schedule of Additional Offer/s. The Department reserves its rights in and to the consideration of any additional offer/s subject to compliance with specification and the bidding conditions.
- 1.11.2. Bidders' attention is drawn to the fact that counter offers with regard to any of the abovementioned Special Terms and Conditions will invalidate such bids.

1.12. ONLY ONE OFFER RECEIVED

- 1.12.1. Where only 1 offer is received, the Department of Health will determine whether the price is fair and reasonable. Proof of reasonableness will be determined as follows:
- (i) Comparison with prices, after discounts, to the bidder's 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
 - (iii) In all cases, comparison with previous bid prices where these are available.

1.13. REGISTRATION ON THE CENTRAL SUPPLIER DATABASE (CSD)

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

NB.: IF A BIDDER IS FOUND TO BE EMPLOYED BY THE STATE AND IS ON THE CENTRAL SUPPLIER DATABASE, THE BIDDER WILL BE DISQUALIFIED.

1.14. SITE INSPECTION

- 1.14.1. Site Inspections will be conducted and advertised accordingly.

1.15. TAX COMPLIANCE REQUIREMENTS

- 1.15.1. Bidders must ensure compliance with their tax obligations.
- 1.15.2. No award may be made to any bidder who is not tax compliant either on the Central Supplier Database or SARS eFiling system at the time of finalisation of the award of the bid.

1.16. TRUST, CONSORTIUM OR JOINT VENTURE

- 1.16.1. In terms of the Preferential Procurement Policy Framework Act and Regulations, as amended, a Trust, Consortium or Joint Venture must submit a consolidated Status Level Verification Certificate for every separate bid.
- 1.16.2. A separate B-BBEE Certificate must be submitted by each company participating in the Trust, Consortium or Joint Venture.
- 1.16.3. The non-submission of a B-BBEE Certificate by a Trust, Consortium or Joint Venture will result in zero (0) preference points being allocated for evaluation purposes.
- 1.16.4. Should this bid be submitted by a Joint Venture, the Joint Venture agreement must accompany the bid document.
- 1.16.5. The Joint Venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.
- 1.16.6. The Joint Venture/Consortium must submit a formal agreement that outlines the roles and responsibilities of each member of the Joint Venture/ Consortium, nomination of an authorised person to represent the Joint Venture or Consortium in all matters relating to this bid and the details of the bank account for payments to be effected.
- 1.16.7. No award will be made to a Trust/ Joint Venture/ Consortium that is not tax compliant at the finalisation of the award.
- 1.16.8. For verification purposes, each party must submit separate proof of TCS/ PIN / CSD number.

1.17. VALIDITY PERIOD OF BID AND EXTENSION THEREOF

- 1.17.1. The validity (binding) period for the bid will be **120 days** from close of bid.
- 1.17.2. However, circumstances may arise whereby the department may request bidders to extend the validity (binding) period. Should this occur, the department will request bidders to extend the validity (binding) period under the same terms and conditions as originally offered for by bidders. This request will be done before the expiry of the original validity (binding) period.

1.19. PREQUALIFICATION CRITERIA

- 1.19.1 The Department of Health has identified the application of the following prequalification criteria:
"only one or more of the following tenderers may respond :a) a tenderer who has a minimum B- BBEE status level of contribution 1 -4

SPECIAL CONDITIONS OF CONTRACT

2.1. AMENDMENT OF CONTRACT

- 2.1.1. 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 subject to the Department of Health's Bid Adjudication Committee approval.

2.2. BREACH

- 2.2.2 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 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.

- 2.2.3 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.

- 2.2.4 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.

- 2.2.5 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

2.3. CANCELLATION

- 2.3.1. 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.

2.4. CESSION OR DELEGATION

- 2.4.1. Neither party shall not cede or delegate any of its right or obligation under this Agreement.
- 2.4.2. The Service Provider shall not be allowed to proceed with any of the following matters before the prior written consent of the Department:
- 2.4.3. Any transfer of any amount of shares of the Service Provider;
- 2.4.4. Any change in the composition of the Service Provider;
- 2.4.5. Any change in the ownership of the company of the Service Provider; or
- 2.4.6. 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.

2.5. CHANGE OF ADDRESS

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

2.6. CHECKING OF SERVICE

- 2.6.1. Inspection of the service must be conducted on a weekly basis by Operational Manager of the Facility/ a nominated supervisory staff at the facility, Infection Prevention Control, Quality Assurance and the Managing Director of the Company or h.
- 2.6.2. Institution must arrange monthly meetings with the service provider to discuss the contract performance. Only Managing Director or Delegated Personnel of the company should attend the meeting. Minutes, attendance register and monthly performance reports must be submitted to contract management by the 10th of each month.
- 2.6.3. The responsible personnel at Head office, Department of Health KwaZulu-Natal, shall be entitled at any time to inspect the service rendered by the Contractor, in order to ensure that the service rendered is in accordance with the contractual agreement.

2.7. CLEANING EQUIPMENT AND MATERIAL

- 2.7.1. The Hospital will provide cleaning consumables, cleaning chemicals, equipment and machinery (certain areas).
- 2.7.2. The specification will outline the areas where contractor is required to supply his own equipment and machinery

2.8. CODE OF CONDUCT

- 2.8.1. 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.

- 2.8.2 The Contractor shall exercise adequate supervision over the service at each premise, or shall be represented by a representative having full power and authority on behalf of the Contract Manager. Such representative shall be competent and responsible, and shall have adequate experience in carrying out work of a similar nature to the cleaning service provided in terms of this agreement and shall exercise personal supervision. Supervisor must have at least 3 years supervision experience in cleaning service.
- 2.8.3 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.

2.9. CONFIDENTIALITY

- 2.9.1 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.
- 2.9.2 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.

2.10. DAMAGE

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

2.11. DEPARTMENT OF HEALTH KWAZULU-NATAL EQUIPMENT AND PROPERTY

The Contractor will be allowed to use the above parties' equipment, aids and/or property, for purposes of compliance with the contract and such utilisation will be controlled and monitored by the operational manager of the clinic.

2.12. DISCIPLINARY MEASURES

- 2.12.1 Cleaning service personnel provided by the Contractor shall in addition to this contract be subject to the Department's Code of Conduct.
- 2.12.2 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.
- 2.12.3 The Contractor shall notify the Department, in writing, of any such breach, failure or negligence that takes place by any personnel of the contractor.
- 2.12.4 The Contractor shall notify the Department in writing of the outcome of any such disciplinary proceedings.
- 2.12.5 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.
- 2.12.6 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.

- 2.12.7 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.
- 2.12.8 Cleaning personnel must be in full uniform with identification.

2.13. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

- 2.13.1 It is the duty and responsibility of the Contractor to ensure that his/her staff:
- 2.13.1.1 Presents a presentable image/appearance in full uniform.
 - 2.13.1.2 At all times presents a dedicated approach to their duties.
 - 2.13.1.3 Shall not argue with visitors/staff/patients or be discourteous to them.
 - 2.13.1.4. Do not read office documents or rummage through office/kitchen waste/medical waste.
 - 2.13.1.5 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.
 - 2.13.1.6 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.

2.14. DUTY LIST

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

2.14.1.1 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.

2.14.1.2 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.

2.14.1.3 CHANGES TO THE DUTY LIST

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

2.15. DUTY SHEET

2.15.1 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.

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

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

Note: 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.

2.16. ENTRY TO THE CENTRE(S) BY CLEANING STAFF

- 2.16.1. 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.

2.17. EQUAL BIDS

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

2.18. FIRM PRICES AND ESCALATIONS

- 2.18.1. This bid requires that all bid prices offered are firm for the first year of the contract. If a non-firm price is offered, the bidder shall be disqualified for not complying with the conditions of the bid.
- 2.18.2. In respect of rates of exchange, it is mandatory that bidders take forward cover upon award of the contract, for the contract period, with a recognized Financial Institution. Proof of this forward cover must be submitted to the contract management unit upon signing of the contract. Therefore, a price adjustment in respect of a rate of exchange claim will not be considered.
- 2.18.3. The prices must be firm for the first year of the contract period. Prices shall escalate as per the statutory rates prescribed by the Bargaining Council for the cleaning industry, in respect of labour. The Consumer Price Index (CPI) shall be used to consider price adjustments on overheads, for year 2 and 3.
- 2.18.4. Where, however, in exceptional circumstances, a claim is submitted, the Department reserves the right to request any further information that may justify the claim and has the discretion to consider the claim, or not, and approve the claim, subject to availability of budget and within a reasonable range.

2.19. GENERAL

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

- (i) The protection of Department of Health KwaZulu-Natal property at the intended Institution when machinery/tools are used; and
 - (i) The protection of Department of Health KwaZulu-Natal staff and patients against injuries, death or other occurrences when machinery/tools/chemicals are used.
- 2.19.2 Toilet paper and clear plastic will be supplied and installed by the Institution/Centre. If requested, the Contractor shall replace empty toilet paper holders, paper towels and any empty liquid detergent containers at the Centre's expense.
- 2.19.3 Cleaning materials, disinfectants and disposables (household gloves, dust mask) in compliance to Infection Prevention Control Policy Guidelines will be supplied by the contractor.
- 2.19.4 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 CEO: VRYHEID HOSPITAL

- 2.19.4.1 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.
- 2.19.5 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 Centre. 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 Managing Director of 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. Copy of minutes and monthly performance reports must be forwarded to contract management Head Office by the 10th of each month.
- 2.19.6 The Contractor must ensure that on a daily basis in designated areas, all doors and windows are closed/locked, all lights switched off and that all water taps, except those operating urinals and other essential services are turned off. Besides rendering a service of such an acceptable standard that will benefit both parties, it is also the responsibility of the Contractor and his/her staff to assist the Institution in its efforts to conserve energy.
- 2.19.7 Besides the Contractor 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.
- 2.19.8 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.
- 2.19.9 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.

- 2.19.10 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.
- 2.19.11 No personnel provided by the Contractor shall, comment to the press or any other public communications media upon the business of Departments.
- 2.19.12 The Contractor shall notify the Department in writing of any change of address and change of ownership within five (5) days thereof.
- 2.19.13 The Contractor shall provide the Department with daily posting sheets immediately when required by the Department.
- 2.19.14 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.
- 2.19.15 The Contractor shall be responsible for all costs incurred in the transport, deployment and posting of such personnel.
- 2.19.16 Training, vetting, criminal checks, issuing of uniform and equipment, issuing of Contractor's ID cards, standing operating procedures, must be completed before commencement of the contract.

2.20. INDEMNITY

- 2.20.1 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.

2.21. INFECTION CONTROL

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

2.22. INTIMIDATION

- 2.22.1 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.
- 2.22.2 Such action shall result in an immediate investigation instituted against the personnel involved.
- 2.22.3 The Contractor shall forthwith notify the Department, in writing, of any form of intimidation which their personnel may be subjected to.

2.23. INSTRUCTIONS TO THE CONTRACTOR

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

2.24. INVOICES

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

2.25. 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.

2.26. LABOUR UNREST INCIDENTS

2.26.1 DEFINITION

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

2.26.2 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.

2.27. LAWS TO APPLY

2.27.1 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.

2.27.2 The Contractor shall comply, but not limited to, with the following relevant legislation/regulatory body norms and standards:

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

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

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

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

2.27.2.6 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

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

2.28. LIABILITY

- 2.28.1 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.
- 2.28.2 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.
- 2.28.3 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.
- 2.28.4 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.
- 2.28.5 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.
- 2.28.6 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.
- 2.28.7 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.
- 2.28.8 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.
- 2.28.9 The policy should be existent before the commencement of this Agreement between the parties and should be for the duration of the Agreement.
- 2.28.10 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.
- 2.28.11 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.

2.29. MANAGEMENT OF DISCIPLINE

- 2.29.1 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.
- 2.29.2 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.

2.30. MINIMUM WAGES

- 2.30.1 It is expected that the Contractor shall pay his/her employees at least a minimum monthly basic wage, as prescribed Bargaining Council for the Contract Cleaning Service Industry (KZN). The latest Government Gazette must be noted as wages for the Cleaning Industry. It is a duty of a service provider to ensure that they comply with the requirement of a Bargaining Council for the Contract Cleaning Service Industry (KZN). The service provider must submit a certificate of compliance with BCCCI to contract management Head Office..

2.31. MISCELLANEOUS

- 2.31.1 The Contractor's staff shall not sell or buy any items to/from any centre patient or staff member.
- 2.31.2 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.
- 2.31.3 The Head: 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.
- 2.31.4 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.
- 2.31.6 The Centre 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.
- 2.31.7 The Centre 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.
- 2.31.8 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.

- 2.31.9 The Contractor will under no circumstances be permitted to employ child labour to perform any Duties in respect of the contract.
- 2.31.10 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.
- 2.31.11 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.
- 2.31.12 Hazardous Substance Act, 1973 (Act 15 of 1973)
- 2.31.13 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.

2.32. MONITORING OF SERVICE

- 2.32.1 Monitoring of service shall be done by the Contractor himself/herself (Managing Director), IPC, Quality Assurance and Systems Manager on a weekly basis to monitor the performance of the contract and report to the Centre Manager/ CEO if any problems arises.
- 2.32.2 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.

2.33. OTHER

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

2.34. PAYMENT

- 2.34.1 A contractor shall be paid by the institution concerned, in accordance with services rendered..
- 2.34.2 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.
- 2.34.3 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.

2.35. 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.

2.36. PERIOD OF CONTRACT

2.36.1. The contract will run for a period of 3 months

2.37. PERMANENT ON-SITE PERSONNEL

The Contractor must provide;

2.37.1 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.

2.37.2 Wards, Administration, OPD and toilets cleaning staff must have been given orientation and induction by the contractor.

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

2.38. QUALITY CONTROL TESTING OF PRODUCTS

2.38.3. The department reserves the right to have any product in this bid tested with an accredited agent in the republic of South Africa. The quality control testing administrative procedures will be undertaken by the department's supply chain management contract management section.

2.38.4. If it is discovered that the product supplied is not in accordance with the specification the following will occur:

(i) Testing charges will be for the account of the principal contractor;

(ii) Possible cancellation of the contract with the principal contractor;

(iii) Reporting such negligence by the principal contractor to the provincial and national treasury for listing on the Restricted Suppliers' Database.

2.39. REMUNERATION AND ALLOWANCES

2.39.1 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.

2.39.2 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.

2.39.3 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.

- 2.39.4 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.
- 2.39.5 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 security personnel being provided by the Contractor in terms of this agreement and shall, on request furnish sufficient documentary proof to the client that these payments have in fact been made.
- 2.39.6 Agreement or the remainder of the bid document then upon the occurrence of any one (1) or more of the aforesaid events, the Department may without prejudice to any other rights he may have, elect to immediately terminate this agreement by written notice to the Contractor.

2.40. REPORTING OF INCIDENTS AND REPORTS

- 2.40.1 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.
- 2.40.2 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.
- 2.40.3 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.

2.41. SPECIAL REQUIREMENTS

- 2.41.1 Pre-medical exams must be done prior to employment, before commencing the duties and then twice a year and staff must be immunised against hepatitis A and B, at bidders cost.
- 2.41.2 Service provider to provide his own Safety Equipment and certain additional equipment to assist with the use of state provide equipment e.g. Extension Cords, Multiplugs, ladders

2.42 STAFF EQUIPMENT

- 2.42.1 The successful Contractor shall ensure that each member of his/her staff at the Centre shall at all time, when on duty; be fully equipped with:
- 2.42.2 A neat and clearly identifiable uniform from the Contractor.
- 2.42.3 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.
- 2.42.4 The required safety equipment whilst working with machinery.

2.43 STANDARDS

- 2.43.1 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).
- 2.43.2 A bidder profile document must have the following documents/information attached:
- i) A certified copy of the registration certification with Bargaining Council for the Contract

cleaning service industry (KwaZulu-Natal).

- ii) Detailed list of current or active contracts (start and end dates and contract value)
- iii) Detailed list of previous and completed contracts indicating the commencement, expiry dates with contactable references and contract value.

2.43.3 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).

2.43.4 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).

2.44 STATEMENT OF SUPPLIES AND SERVICES

2.44.1 The contractor shall, monthly, furnish particulars of supplies delivered or services executed. Such information must be submitted to the Vryheid Hospital :SCM

- (i) Name of institution
- (ii) Orders received – order number & catalogue number & quantity delivered.
- (iii) Price

2.44.2 Historical value and volume reports may be requested by the Vryheid Hospital , Supply Chain Management, during the term of the contract for the following:

a) SUPPLIER MEASURES

- Delivery period adherence
- Quality adherence

b) END USER MEASURES

- On time payment
- Rand value of invoices not paid on time
- Actual quantities ordered vs. estimated quantities forecasted
- On time order placement

2.44.3 This information will be submitted at the expense of the contractor.

2.45 TRADING

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

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

- 2.46.1 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.
- 2.46.2. The Contractor must ensure that training on correct use of equipment and proof thereof must be submitted to the Centre Manager for record purposes.
- 2.46.3. It is not a responsibility of the contractor to provide first aid requirements to its employees.
- 2.46.4. Formal training such as customer care and health & safety training must be conducted by the contractor.
- 2.46.5. 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.
- 2.46.6. Proper training must be done by the Contractor on the correct use of either the chemical or cleaning material prior to utilisation by staff.
- 2.46.7. Proper Personal Protective Equipment (PPE) garments must be used to ensure safety of the cleaners.
- 2.46.8. Training must be conducted annually.
- 2.46.9. Proof of all of the above to be submitted to the CEO/System Manager on a monthly basis.

2.47. UNSATISFACTORY PERFORMANCE

2.47.1 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.
- (i) When correspondence is addressed to the contractor, reference will be made to the contract number/item number/s and an explanation of the complaint.

2.48. VAT

- 2.48.1. Bid prices must be inclusive of VAT.
- 2.48.2. 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.

2.48.3. 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.

SECTION M: PRICING SCHEDULE FOR CLEANING OF VRYHEID HOSPITAL

Name of bidder.....	Bid number:
Closing Time 11:00	Closing Date:

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

DESCRIPTION: CLEANING OF BUILDINGS AND OFFICES AT VRYHEID HOSPITAL

FACILITY NAME	NUMBER OF PERSONNEL REQUIRED ON SITE		
	DAY SHIFT	NIGHT SHIFT	STRAIGHT SHIFT (MONDAY TO FRIDAY)
VRYHEID HOSPITAL	5	3	7

1.Total Cost of Labour per month for Vryheid Hospital (Cost to include relief staff)	R.....per month
2.Overheads and other costs	R.....per month
3.Pofit	R.....per month
4.VAT @ 15% (if Vat vendor)	R.....per month
TOTAL BID PRICE (Sum of 1, 2, 3 & 4 above)	R.....per month

.....
 (Signature of Bidder) Date (Signature of Witness) Date

NB: Total cost must include, direct costs, indirect costs and relief staff. Service providers to comply with bargaining council rate as prescribed by bargaining council. Failure to comply will result in your bid being disqualified.

SECTION N: TERMS OF REFERENCE FOR CLEANING OF BUILDINGS AND OFFICES AT VRYHEID HOSPITAL

The KwaZulu-Natal Department of Health is inviting interested Service Providers that are registered and compliant with the Bargaining Council for the Cleaning Industry to bid for the Provision of Cleaning Services at various sites for a three (3) year contract. The Department of Health is applying the following Legal Prescripts to give effect to the KwaZulu-Natal Provincial Administration's Targeted Procurement Strategy.

No.	Legal Prescript	Relevant Findings
1.	The Constitution of the Republic of South Africa, 1996. <u>S217(1)</u>	The Constitution prescribes that when all organs of state <u>contract for goods and services</u> , they must do so in accordance with a system that is <u>fair, equitable, transparent, competitive and cost-effective</u> .
2.	The Constitution of the Republic of South Africa, 1996. <u>S217(2)</u>	This Subsection indicates that Section 217(1) does not prevent the organs of state from implementing a procurement policy providing for: ✓ Categories of <u>preference in the allocation of contracts</u> ; and ✓ The protection or advancement of persons, or categories of persons, disadvantaged by unfair discrimination.
3.	Preferential Procurement Regulations, 1 April 2017 in terms of Section 5 of the Preferential Procurement Policy Framework Act ("PPPFA") <u>Regulation 4</u>	Regulation 4 provides that: 1. If an organ of state decides to apply pre-qualifying criteria to advance certain designated groups, that organ of state must advertise the tender with a specific tendering condition that only one or more of the following tenderers may respond: a) a tenderer having a stipulated minimum B-BBEE status level of contributor; b) an EME or QSE; c) a tenderer subcontracting a minimum of 30% to: i. an EME or QSE which is at least 51% owned by black people; ii. an EME or QSE which is at least 51% owned by black people who are youth; iii. an EME or QSE which is at least 51% owned by black people who are women; iv. an EME or QSE which is at least 51% owned by black people with disabilities; v. an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships; vi. a cooperative which is at least 51% owned by black people; vii. an EME or QSE which is at least 51% owned by black people who are military veterans; viii. (viii) an EME or QSE. 2. A tender that fails to meet any pre-qualifying criteria stipulated in the tender documents is an unacceptable tender.
4.	Preferential Procurement Regulations, 1 April 2017 in terms of Section 5 of the Preferential Procurement Policy Framework Act ("PPPFA") <u>Regulation 8</u>	(1) The Department of Trade and Industry may, in consultation with the National Treasury (a) designate a sector, sub-sector or industry or product in accordance with national development and industrial policies for local production and content, where only locally produced services or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content, taking into account economic and other relevant factors.

No.	Legal Prescript	Relevant Findings
5.	Preferential Procurement Regulations, 1 April 2017 in terms of Section 5 of the Preferential Procurement Policy Framework Act ("PPPFA") Regulation 9	This regulation authorises organs of state to prescribe a condition in the tender advertisement requiring a successful bidder to subcontract a minimum of 30% of the value of its bid to certain designated groups indicated in Regulation 4.

To apply pre-qualifying criteria to advance certain designated groups as provided for in the abovementioned legal prescripts, the Department will pre-qualify bidders in the following designated groups to achieve the provincial targets for this sector:

Designated Group	%
1. B-BBBEE STATUS - MINIMUM LEVEL 1 TO 4	100%

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

SPECIFICATION

SECTION N: SERVICE: CLEANING OF BUILDINGS AND OFFICES AT VRYHEID HOSPITAL

HOURS OF ATTENDANCE :

Monday to Friday (Straight Shift)	: 06h30 to 16H00
Monday to Sunday (Day Shift)	: 06h00 to 18h00
Monday to Sunday (Night Shift)	: 18h00 to 06h00

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

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

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

1. CLEANING OF BUILDING/S AND ITS CONTENTS

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

1.1. BUILDINGS

1.1.1. Buildings/areas 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 damp dusted.

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

- a) High level damp dusting must be undertaken once weekly and when necessary and shall mean the dusting of surfaces above 2 meters from the floor and includes light fittings, blinds, high window ledges, burglar guards, ceiling fan and desk top fan.
- b) The cupboard tops and beams must be damp dusted daily. Where walls are bagged or the surface is prone to collecting dust, such walls, within the building, must be dusted daily and when necessary.
- c) Name plates, window handles, window regulators, chrome plated and aluminium/copper/brass door handles must be damp dusted once a week and when necessary and polished with a cleaning detergent once a month.
- d) All inside facing windows and window panes and where possible 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, washed weekly and when necessary, depending on traffic on the mat material.
- g) Carpets must be vacuumed daily and when necessary. Spots and stains must be removed as necessary or when so directed by Institutional Management. Deep and restorative cleaning of carpets by shampooing/steam cleaning/dry cleaning must be undertaken every six months.
- h) Ground level concrete or brick surfaces and paving of entrances, foyers and passage ways must be swept daily using mop sweep, and must be mopped using the double bucket system and litter must be removed daily and immediately and as directed by Institutional Management.
- i) Blocked waste pipes, manholes, catch pits, traps, washbasins, urinals and toilet bowls must be immediately reported to the Maintenance Engineer of the Institution in writing and verbal.
- j) Leaking taps, urinals and cisterns must also be ungently reported to the attention of the Maintenance Division at the Institution in writing and verbal.
- k) Blood or body fluid spillages must be cleaned promptly as per Infection and Prevention Control protocols

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

1.2. VERANDAS

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

1.3. FLOOR SURFACES

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

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

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

1.4. WARDS AND PHARMACY.

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

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

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

STRICT ADHERENCE TO IPC STANDARDS AS PER IPC GUIDELINES

1.5. ICU, HIGH CARE AND THEATRE

- 1.5.1. Mop floor twice a day and after each case using detergent and water or other approved ammonia free detergent.
- 1.5.2. Scrubbing entire theatre on weekly basis, walls, windows, window surfaces, drip stands, ceiling, lights, handles, door handles including all as directed by the management of the institution.
- 1.5.3. Furniture including bed frames must be damp dusted using detergent chemicals once a day and when necessary.

1.6. ISOLATION WARD OR UNIT

- 1.6.1. Mop floors twice daily and after each operation/termination using detergent and water or other approved ammonia free detergent as per IPC protocol.
- 1.6.2. Scrubbing entire ward on daily basis or as when necessary, walls, windows, window surfaces, drip stands, ceiling, lights, handles and door handles.
- 1.6.3. Terminal cleaning using disinfectant chemical.
- 1.6.4. Furniture including bed frames must be damp dusted using detergent chemicals once a day and when necessary.

1.7. NEONATAL UNITS

- 1.7.1. Mop floor twice a day and after each feeding session as when necessary.
- 1.7.2. High dusting done on weekly basis using general all-purpose detergent (SABS approved).
- 1.7.3. Furniture including bed frames must be damp dusted using detergent chemicals once a day and when necessary.

1.8. LABOUR WARD

- 1.8.1. Mop floors twice a day and more frequently as when necessary and after each delivery using detergent and water or other approved ammonia free detergent.
- 1.8.2. Scrubbing entire ward on daily basis or as when necessary, walls, windows, window surfaces, drip stands, ceiling, lights, handles and door handles.
- 1.8.3. Furniture including bed frames must be damp dusted using detergent chemicals once a day and when necessary.

1.9. OPD WARD

- 1.9.1. Mop floors twice a day and when it is necessary using detergent and water or other approved ammonia free detergent.
- 1.9.2. Scrubbing entire ward on daily basis or when necessary, walls, windows, window surfaces, drip stands, ceiling, ceiling fan, wall mounted fan, desktop fan, lights, handles and door handles and etc.
- 1.9.3. Furniture including bed frames must be damp dusted using detergent chemicals once a day and when necessary.

1.10. CASUALTY

- 1.10.1. Mop floors twice a day and after each case using detergent and water or other approved ammonia free detergent.
- 1.10.2. Scrubbing entire department on daily basis or as when necessary, walls, windows, window surfaces, drip stands, ceiling, lights, handles and door handles.
- 1.10.3. Furniture including bed frames must be damp dusted using detergent chemicals once a day and when necessary.

1.11. TOILETS, BATHROOMS, SLUICE ROOMS AND CHANGEROOMS

1.11.1. Basins/Hand basins

- 1.11.1.1. Daily, clean with hard surface cleaner without ammonia (SABS approved) and rinse using a green disposable colour coded cloth.
- 1.11.1.2. On a weekly basis and when necessary remove mineral deposits and other foreign bodies and all the drains must be flushed down according to Infection Control protocol.

1.11.2. Baths

- 1.11.2.1. Clean with a (SABS) approved bath cleaner without ammonia daily and when necessary using IPC guideline.
- 1.11.2.2. Bathroom must be cleaned using detergent and water daily and when necessary.

1.11.3. Lavatories including urinals

1.11.3.1. Toilets

- 1.11.3.1.1. Day time clean the toilet pan and under flush rim with hard surface cleaner chlorine base without ammonia (SABS approved) and a brush on a two hourly basis and when necessary. Clean seat and lid using SABS approved cleaning product.
- 1.11.3.1.2. Damp dust the toilet pipes daily.
- 1.11.3.1.3. Toilet brushes must be washed for every cleaning episode daily. Brushes must be kept in the toilet brush holder and it must be kept dry.
- 1.11.3.1.4. Toilet surface must be deep clean. Deep cleaning must be done during night duty under supervision.

1.11.4. Urinals

- 1.11.4.1. Remove any visible blockage in urinal/s twice daily and when necessary. Damp dusts wipes and dry pipes and flushing mechanisms.
- 1.11.4.2. Maslin mop step of floor at urinal with recognised disinfectant twice daily or as when necessary.
- 1.11.4.3. Remove mineral deposits from gullies and drains weekly using a recognised disinfectant.

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

1.11.5. Sinks

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

1.11.6. Showers

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

1.11.7 Sluice Rooms

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

1.11.7.2 Damp dust the sluice pan pipes daily.

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

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

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

1.11.7.6 Basins must be washed according to IPC protocols.

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

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

2. CLEANING OF OFFICES

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

2.2 Stripping and sealing of floors must be done twice a year, and when necessary using floor stripper without ammonia (SABS approved products).

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

3. OTHER SERVICE

(a) Banisters/hand rails – damp dusted weekly using detergent and water and dried.

(b) Ceilings to be cleaned and air vents to be wet wiped on monthly basis.

(c) Cloth upholstered chairs must be vacuumed fortnightly and spot cleaned as required.

(d) Vinyl, leather upholstered, plastic chairs and other chairs must be damp dusted daily. Using detergent and water with a disposable colour coded cloth.

(e) All general waste must be cleared from the unit to the intermediate storage area. Bins must be empty

and washed daily using detergent.

- (f) Areas within the courtyards must be swept on a daily basis or when it is necessary and wash with disinfected daily.
- (g) Litter must be removed daily and when it is necessary.
- (h) Desks - natural/sealed wood must be damp dusted daily and polished weekly.
- (i) Door - finger marks on glass and push plates in doors must be removed daily.
- (j) Door knobs and handles must be damp wiped with detergent and water and dried daily.
- (k) Hand-rails on/in escalators/lifts must be damp dusted daily. The side panels must be damp dusted weekly using detergent and water.
- (l) All dust and litter in the treads must be mop out daily. Lift floors to be mopped clean daily using detergent and water.
- (m) Garages/covered parking/parking areas - remove litter daily. Remove oil spillage with degreaser (machine scrub) as required, or when so directed by the Institutional Management.
- (n) Fan, ceiling fan and wall mounted air conditioner units and heaters must be dusted weekly using detergent and water with a disposable colour coded cloth
- (o) Lamps must be damp dusted daily and damp wiped weekly.
- (p) Lights must be dusted monthly.
- (q) Light switches must be damp wiped weekly.
- (r) Mirrors must be polished with a glass cleaner daily and when necessary.
- (s) Partitions must be spot cleaned as necessary. Clean washable surfaces monthly and clean glass with glass cleaner monthly.
- (t) Picture frames and laminated photo frames must be dusted monthly and when necessary.
- (u) Coded power skirting's must be dusted daily.
- (v) Railings must be damp wiped weekly.
- (w) All waste bins situated within the building must be emptied daily and washed weekly using detergent and water.
- (x) Shelves that are empty must be damp dusted daily.
- (y) Window sills must be damp dusted daily.
- (z) When cleaning toilets check that sufficient toilet paper, hand detergent and paper towels are available, if not report to the institutional management for replenishment.
- (aa) Toilet paper, sanitary towels holders for female toilets, hand detergent, paper towel and waste disposable bin must be plastic bag inline to IPC guidelines.
- (bb) When so directed by the Institutional Management, the Contractor must move furniture and equipment for the purposes of cleaning and/re-location.

- (cc) The Service Provider must have a check list in consultation with the facility. This checklist must be completed and submitted to the Institutional Manager/Systems Manager on a daily basis.
- (dd) Colour coded mops must be utilized. The colour coding must be in line with the Institutional Infection Control guidelines.
- (ee) Clean, damp dust patient lockers, beds, foot stool, drip stands, cardiac trolleys etc., daily and when discharging the patient.
- (ff) The service provider shall be responsible to clean trolleys when done collecting.

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

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

4. MACHINERY AND MANNING REQUIREMENTS

4.1 The service provider must provide protective clothing.

4.2 The facility will provide cleaning equipment and cleaning material and will also provide all necessary training and orientation in the use of the aforementioned.

4.3 The service provider to ensure that they practice care and prudence when using the chemicals and equipment in order to avoid damages or wastages or theft.

4.2 Accountability and responsibility for the negligent use, wasteful use and or theft of state equipment or consumables will be determined through Vryheid Hospital internal loss processes in liaison with the supplier.

4.3 Any negligence will be duly covered through Liability Insurance of the service provider in circumstances where liability is attached to the service provider. Failure to make good liabilities/ make payments within a prescribed period will result in the reimbursement been offset against the invoice

5. UNIFORM AND PROTECTIVE CLOTHING

Staff uniform must be supplied by the Service Provider . The service provider must ensure each staff is provided with the following:

Females: Pink dresses ?
Males: Blue overalls/boiler suits
Name tag with full description of staff identity
Safety shoes

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

Note: a) Bidders must note that cleaning equipment and machinery will be supplied by the clinic.

b) Pre-medical exams must be done prior to employment, before commencing the duties and then twice a

year and staff must be immunised against hepatitis B and A at bidders cost.

c) Staff must be trained before the commencement date of the contract on the use of chemicals and cleaning procedures.

SECTION O: EVALUATION CRITERIA

Evaluation will be based on the following:

- Phase 1: Minimum Compulsory Requirements
- Phase 2: Pre-qualification criteria
- Phase 3 : Capacity to Perform the Service
- Phase 4: Price and Preference Points

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	COMPULSORY (YES / NO) FOR BID EVALUATION PURPOSES	FOR OFFICIAL USE ONLY		
				YES	NO	N/A
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			
2	Section B: Special Instructions	Yes	Yes			
3	Section C: Authority to Sign the Bid	Yes	Yes			
4	Section D: Declaration of Interest	Yes	Yes			
5	Section E: Declaration of Bidder's Past SCM Practices	Yes	Yes			
6	Section F: Declaration that CSD is Updated with Latest Bidder's Details	Yes	Yes			
7	Section G: Preference Points Claimed	Yes	Yes			
8	Section H: Certificate of Independent Bid Determination	Yes	Yes			
9	Section I: Record of Amendments to Bid Documents	Yes	Yes			
10	Section J: General Conditions of Contract	Yes	Yes			
11	Section K: Special Terms and Conditions	Yes	Yes			
12	Section L: Compulsory Site Visit	Yes	Yes			
13	Section M: Pricing Schedule	Yes	Yes			
Prospective Bidders MUST provide the following as per the Mandatory Requirements:						
1	Proof of ownership of the bidding entity.	Yes	Yes			
2	Resolution providing Authority to sign the Bid and Contract Documents on behalf of the Bidder.	Yes	Yes			
3	A certified copy of the Consortium/ Joint Venture/ Partnership agreement.	Yes If Applicable	Yes If Applicable			
4	A Status Level Verification Certificate/Sworn Affidavit (For EMEs& QSEs) must be Submitted in order to qualify for Preference Points For.	Yes	Yes			

NO.	SECTION/ SCHEDULE	COMPULSORY (YES / NO) NON- SUBMISSION WILL RENDER BIDDERS NON- RESPONSIVE	COMPULSORY (YES / NO) FOR BID EVALUATION PURPOSES	FOR OFFICIAL USE ONLY		
				YES	NO	N/A
5	Proof of CSD/ Tax Compliance (TCS Pin/ Valid Tax Clearance certificate/ Valid certificate).	Yes	Yes			
6	Valid Certified copy of Registration certificate with Bargaining Council	Yes	Yes			
7	Certified copy of valid Public Liability Insurance Policy Certificate, letter of intent or quotation from insurance companies	Yes	Yes			
8	Certified Copy of valid Unemployment Insurance Fund Registration Certificate.	Yes	Yes			
9	Signed Letter of undertaking confirming firm arrangement of chemical supply. Not older than 3 months.	N/A	N/A			
10	Valid SABS/SANS certificates in respect of chemicals to be supplied.	N/A	N/A			
11	Letter of Good Standing with Department of Labour	Yes	Yes			
12	Utility Bill / Letter from a ward Councillor	Yes	Yes (Phase 3)			
13	Curriculum Vitae of key employees	Yes	Yes (Phase 3)			

Phase 2: Prequalification Criteria

To apply pre-qualifying criteria to advance certain designated groups as provided for in the abovementioned legal prescripts, the Department will pre-qualify bidders in the following designated groups to achieve the provincial targets for this sector:

Designated Group	%
1. B-BBBEE STATUS - MINIMUM LEVEL 1 TO 4	100%

Phase 3: CAPACITY TO PERFORM THE SERVICE

NO	EVALUATION CRITERIA	POINTS
E1	MEMBERSHIP TO COUNCIL FOR CLEANING INDUSTRY: BIDDER MUST PROVIDE EVIDENCE OF BEING A CURRENT MEMBER OF THE BARGAINING COUNCIL FOR THE CONTRACT CLEANING INDUSTRY (KWAZULU-NATAL). A VALID BARGAINING COUNCIL CERTIFICATE OF REGISTRATION FOR THE CONTRACT CLEANING INDUSTRY (KWAZULU-NATAL) MUST BE SUBMITTED WITH A BID.	
	SUBMITTED	5
	NOT SUBMITTED	0
E2	COMPANY TRACK RECORD: BIDDER MUST PROVIDE REFERENCE LETTERS FOR CLEANING SERVICES FROM CLIENTS STATING THE FOLLOWING: <ul style="list-style-type: none"> • COMPANY NAME OF CLIENT • CONTACT PERSON • CONTACT NUMBER • WERE SERVICES COMPLETED SUCCESSFULLY AND SAITISFACTORILY 	
	5 OR MORE REFERENCE LETTERS	5
	3 TO 4 REFERENCE LETTERS	3
	1 TO 2 REFERENCE LETTERS	1
	NO REFERENCES	0
E3	COMPANY EXPERIENCE: BIDDER MUST PROVIDE A COMPANY BUSINESS PORTFOLIO DETAILING EXPERIENCE IN DELIVERING CLEANING SERVICES.	
	TWO (2) YEARS EXPERIENCE AND MORE	5
	LESS THAN TWO (2) YEARS EXPERIENCE	3
NO EXPERIENCE	0	
E4	COMPANY OFFICES ARE SITUATED IN CLOSE VICINITY TO THE HOSPITAL: VERIFIABLE PROOF OF LOCALITY (MUNICIPALITY UTILITY BILL, LETTER FROM THE WARD COUNCILLOR ETC. TO BE SUBMITTED FOR VALIDATING THE ADDRESS):	
	WITHIN ABAQULUS LOCAL MUNICIPALITY	5
	WITHIN ZULULAND DISTRICT MUNICIPALITY	2
	OUTSIDE OF DISTRICT MUNICIPALITY BUT WITHIN KZN PROVINCE	1
	OUTSIDE OF THE KZN PROVINCE & NO PROOF	0
		20 (Max)

ZNQ/VRH/ _____ /2022/23

CAPACITY TO PERFORM THE SERVICE: SCORING UTILIZED FOR ADJUDICATION PROCESS

- **The following Functionality Scoring is mandatory and obtaining less than the requisite individual Scoring indicated below in any one of the criteria will result in immediate disqualification:**
- **E1 requires full score of 5 points**
 - **E2 requires minimal score of 1 points**
 - **E 3 requires a minimal score of 3 points**
 - **E4 requires minimal score or 1 point**

Bidders must score a minimum of not less than 50% in order to proceed to Phase 4 in the evaluation process.

Phase 4: Price and Preference Points

The value of this bid is estimated not to exceed or to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 or 90/10 preference point system shall be applicable.

Points for this bid shall be awarded for:

- (a) Price; and
- (b) Status Level of Contributor.

The maximum points for this bid are allocated as follows:

CATEGORY	POINTS
PRICE	80 or 90
STATUS LEVEL OF CONTRIBUTOR	20 or 10
Total points for Price and must not exceed	100

Failure on the part of a bidder to submit proof of Status level of contributor together with the bid will be interpreted to mean that preference points for Status level of contribution are not claimed.

The department reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the department.

Chapter 1

Decontamination Policy

General guidelines: Cleaning, disinfection and Sterilization

1. Policy

Effective cleaning, disinfection and sterilization of equipment.

2. Rationale

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

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

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

3. Cleaning

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

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

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

4. The use of Disinfectants

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

Guidelines for the use of disinfectants:

- Never use a disinfectant if other more reliable methods are available.
- Follow the manufacturer's instructions.
- Check expiry date of the solution.
- Ensure that the optimum solution is used.
- Cleaning is the first and most important step in disinfection.
- The disinfection fluid must entirely cover and penetrate into all crevices in the article.
- Use recommended strengths for specific purposes.
- No disinfectant acts immediately. Note the recommended exposure time.

- Equipment has to be rinsed with sterile water after immersion in the disinfectant. It is very easy to recontaminate the equipment at this stage unless the rinsing water and all other apparatus are sterile.
- Items must not be stored in disinfectants.
- Do not refill disinfectant containers without sterilizing the container between use, topping-up is not allowed.
- Disinfectants should be supplied ready-for-use from the pharmacy.

5. Definitions

Cleansing agent – Soap / detergent / general purpose cleaner

Alcohol – Chlorhexidine in alcohol

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

Scouring Agent – e.g. hard surface cleaner

6. Choice of decontamination methods

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

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

7. Sterilization Protocol

8. Guidelines/procedure

Article	Recommendation
Ambu Bag	Wash in hot soapy water and store dry after each use.
Antibacterial hand wash dispensers.	Refer to Hand washing, Chapter 2 Wash thoroughly, dry and refill. Topping-up is not acceptable as micro-organisms readily grow in contaminated soap.
Anaesthetic Equipment: Face masks Re-breathing bags Airways -disposable Endotracheal tubes - disposable	Refer to Respiratory guidelines, Chapter 11. Return to CSSD, for autoclaving as a heat sensitive item Return to CSSD, for autoclaving as a heat sensitive item Single patient use only Single patient use only
Aprons - Non-disposable- Disposable	Wash with cleansing agent and hot water. Wipe down with Chlorhexidine in alcohol Single patient use only. Discard as health care risk

	waste after use.
Baths, handwash basins	Scour with scouring agent and hot water, rinse and dry.
Bath stool	Clean with cleansing agent and hot water, rinse and dry.
Bath mats - non-slip	Scrub with cleansing agent and hot water, rinse and dry. Store dry.
Bed blocks, bed cradles, bed elevators, bed tables, bed stairs	Wash with cleansing agent and hot water and dry.
Bedpans, potties	<ol style="list-style-type: none"> 1. Place pan in bedpan washer and put through cycle of 80°C. Store dry and inverted. Scour with scouring agent daily. 2. If the above is not available, discard content down the sluice, wash with hot water and soap/cleansing agent. Scour and soak in Sodium Hypochlorite (250ppm) for 20 minutes daily. Store dry. 3. Preparation Guide for the disinfectant must be clearly displayed. 4. Disinfectant solution used for soaking of bedpans to be discarded immediately after use.
Bed frames and cots	Wash with cleansing agent and hot water and dry.
Bottles/infant feeding utensils	Wash with hot soapy water then return to milk kitchen/CSSD for autoclaving
Bottle/infant feeding utensil brushes	Rinse under running water, shake well, invert and store dry.
Re-usable Bowel washout equipment	Flush with water, return to CSSD for autoclaving.
Bowls – washing (Stainless Steel recommended)	Clean with hot water and cleansing agent after each use and dry. Store inverted. Scour daily.
Brushes: Nail	Not used in clinical areas
Shaving	Not recommended
Tooth	Single patient use, rinse under running water after use, invert and store dry.
Toilet	Rinse in flushing water, shake in pan, store dry.
Toilet brush holder	Clean with cleansing agent and hot water daily, rinse and dry.

Buckets, containers, bins	Line with disposable plastic bag to contain the contents for disposal. Clean with cleansing agent, hot water and dry. Scour daily.
Cradles	Wash with cleansing agent and hot water, rinse and dry.
Chairs: Commode, Easy, Upright, Wheel	Clean with cleansing agent and hot water daily, and in between patient use rinse and dry.
Cot sides	Wash with cleansing agent and hot water, rinse and dry.
Crockery, cutlery	Dishwasher, or wash with cleansing agent and hot water, air dry.
Crutches	Wash with cleansing agent and hot water daily and dry.
Cuffs - blood pressure	Material to laundry if soiled otherwise clean daily with cleansing agent and hot water. Dry. Maintain sufficient stock to allow appropriate cleaning.
Cubicle curtain rails	Clean weekly with cleansing agent and hot water.

Article	Recommendation
Defibrillator: Electrode pads	Remove all traces of electrode jelly wipe with chlorhexidine in alcohol.
Electrode internal	Return to CSSD for sterilization after each use
Denture container - disposable	Discard as health care risk waste after use.
Dispensers e.g. cellotape	Damp dust and dry.
Drainage apparatus: Suction bottles - non-disposable	Empty contents into the sluicer and rinse under running water. Return to CSSD for autoclaving.
Disposable Suction tubing	Remove lining according to the manufacturer's instructions, discard as health care risk waste.
Under water seal drainage - disposable	Single patient use only. Discard as health care risk waste after 24 hours. Discard as health care risk waste.
Dusting, damp	Wipe surfaces with a clean cloth, cleansing agent and hot water then dry the surfaces.

	Observe colour coding.
Ear pieces: Auroscopes	Wash with cleansing agent and hot water, dry.
Hearing aids	Wipe with chlorhexidine and alcohol.
Earphones	Wipe with cleansing agent, hot water and dry.
Endoscopes	Refer to guidelines on the Care of Endoscopes Chapter 6
Environmental soiling of faeces, vomitus or blood, body fluids.	Refer to guidelines on Standard Precautions Chapter 15. Wearing unsterile, disposable gloves remove the spill immediately with paper towel; discard paper into the red plastic bag. Flood area with Sodium hypochlorite 10,000ppm (3grms to 100mls of water). Leave for 2-3 minutes, wipe up with paper. Towel and discard as hazardous waste. Remove protective attire, wash hands.
Article	Recommendation
ECG leads/electrodes	Wipe with cleansing agent, hot water and dry.
Electric fans	Damp dust weekly.
Floors	Refer to guidelines Maintenance of the Hospital environment Chapter 5 Clean with cleansing agent and hot water.
Floor mops	Colour code mops for different areas. Wash and soak separately thoroughly after use; soak in Sodium hypochlorite solution 250ppm for 10 minutes. Invert and store dry. Do not store in disinfectant solution.
Floor scrubber/polisher	Must be fitted with splash guards, wipe with cleansing agent and hot water, dry.
Hands of staff	Refer to guidelines on Hand Hygiene Chapter 2.
Hoists	Wash with cleansing agent and hot water daily.
Humidifiers	Refer to guideline on Respiratory Equipment Chapter 11.

	Bottles must be changed on a daily basis as per manufacturer's instructions.
Incubators – infants	Wash daily with cleansing agent and hot water. Wipe down with chlorhexidine and alcohol. Change filters according to the manufacturer's instructions.
Instruments and CSSD equipment	Place in plastic bag after use and return to CSSD. In clinics with no CSSD commercially prepared packs should be used. Single patient use only.
Insufflator ear	Clean with cleansing agent, hot water and dry after use.
Laryngoscopes: Handle	Wash/brush with cleansing agent and hot water, store dry.
Blades	Send to CSSD for autoclaving.
Article	Recommendation
Linen	Refer to guideline on Laundry Chapter 7
Soiled dry	Place in laundry bag at the bedside, seal when $\frac{3}{4}$ full, send to the laundry.
Soiled wet	Using gloves, such solids as can be removed should be disposed of into a bedpan or the sluice pan. Moisten stain with water (to prevent the stain from setting). Place in a yellow bag, seal when $\frac{1}{2}$ full, send to the laundry.
Lockers	Damp dust daily and when necessary. Terminal cleaning: wash inside and outside with cleansing agent, hot water and dry.
Mattresses	Enclosed in a water repellent protective covering. Clean the covers with cleansing agent, hot water and dry daily and when soiled.
Mucous extractor	Single use only
Nebulizers	Single patient use only. Wash with soap and water between use and store dry. Discard after 24 hours.
Nappies – disposable	Discard as health care risk waste.
Oxygen: Stands	Damp dust surfaces and dry.
Tubing	Single patient use only, discard as health care risk waste.

Masks	Single patient use only, discard as health care risk waste.
Pillows	Enclose in water repellant protective cover. Clean covers with cleansing agent, hot water and dry when visibly soiled and during terminal disinfection.
Protoscopes	Wash with cleansing agent and hot water. Return to CSSD.
Razors – disposable	Discard as sharps after use.
- non-disposable	Wash well with cleansing agent and hot water. Return to CSSD.
- electric	Single patient use. Remove razor head, brush out bristles onto paper towel. Wash razor head; disinfect head with chlorhexidine in alcohol for 5 minutes. Store dry.
Pigflow Mouthpiece	

Article	Recommendation
Scales	Before and after use clean with cleansing agent and hot water, dry. Between weighing babies spray with chlorhexidine in alcohol and renew the paper sheet.
Scissors: CSSD	Place in plastic bag and return to CSSD.
Nurses	Wipe with chlorhexidine and alcohol between use.
Sinks: hand and sluice	Clean with scouring agent when visibly soiled and daily, rinse and dry.
Sigmoidoscopes	Flush/rinse with water and return to CSSD.
Syringes – disposable	Single patient use only, discard into sharps container according to guidelines on Waste Chapter 20
Space blankets	Single patient use only. If visibly soiled, discard as health care risk waste.
Splints: Plastic	Remove any padding; wash with cleansing agent and hot water, dry.
Thomas	Wash with cleansing agent and hot water, dry.
Sputum Mugs	Disposable, discard as health care risk waste.
Stomach washout equipment, funnel, tubing, stomach tube	Flush with water and return to CSSD.
Suction machine	Wipe exterior with cleansing agent and hot water. Store dry.
Stethoscopes	Wipe with chlorhexidine and alcohol between patients.
Telephones	Clean mouth and ear-pieces daily with cleansing agent and hot water.

<p>Thermometers: Digital</p> <p>Disposal</p>	<p>Wash thermometers after use with cleansing agent and cold water. Wipe with chlorhexidine in alcohol and store dry.</p> <p>If probes are used single patient use only. Single patient use only and discard according to the manufacturer's instructions.</p>
<p>Toilet: Pan</p> <p>Seat</p>	<p>Clean pans daily and when necessary with cleansing agent and brush.</p> <p>Wash daily and when necessary with cleansing agent and hot water.</p>
<p>Tracheostomy tubes - disposable</p> <p>- non-disposable</p>	<p>Discard as health care risk waste.</p> <p>Clean, dry, return to CSSD.</p>
<p>Trays – Food</p>	<p>After use wash with cleansing agent and hot water, dry.</p>
<p>Trolleys: Dressing</p> <p>Food</p> <p>Medicine</p> <p>Mortuary</p> <p>Patient transport</p> <p>Sluice</p>	<p>Wash thoroughly with cleansing agent and hot water daily. Between dressings clean the shelves with chlorhexidine in alcohol and dry with paper towel. Trolley wheels to be cleaned weekly and when necessary with cleansing agent and hot water.</p> <p>Wash daily and when required with cleansing agent and hot water, dry.</p> <p>Wash inner and outer surfaces daily and when required with cleansing agent and hot water, dry.</p> <p>Wash daily and when required with cleansing agent and hot water, dry.</p> <p>Wash daily and when required with cleansing agent and hot water, dry. Trolley wheels to be cleaned weekly and when necessary with cleansing agent and hot water.</p> <p>Wash daily and when required with cleansing agent and hot water, dry. Trolley wheels to be cleaned weekly and when necessary with cleansing agent and hot water.</p>
<p>Urinals</p>	<p>As for bedpans.</p>
<p>Urine specimen collection stainless steel receivers</p>	<p>Wash after each patient use with cleansing agent and hot water and send to CSSD for autoclaving Maintain adequate stock levels.</p>

Urine bag holders/stands	Wash with cleansing agent and hot water, and dry.
Vaginal examination speculum: Disposable Non-disposable	Discard as health care risk waste. Rinse, place in plastic bag and return to CSSD
Ventilators	Refer to guidelines on Respiratory equipment Chapter 11.
Vials – multi-dose	Labelled and dated for single patient use only. Wipe rubber bung with chlorhexidine in alcohol and allow to dry. Vials containing glucose - use once and discard.
X-Ray machine	Wipe surfaces with cleansing agent and hot water, dry. Daily and when visibly soiled.

9. Monitoring and Evaluation

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