



health

Department:
Health
PROVINCE OF KWAZULU-NATAL

BID DOCUMENT NUMBER: **ZNB 10031/2021-H**

CLEANING OF BUILDINGS AND OFFICES AT NGWELEZANA HOSPITAL FOR A PERIOD OF THREE (3) MONTHS

Name of Bidder.....

Central Supplier's Database Registration Number.....

Income Tax Reference Number.....

BIDDER TO NOTE THE FOLLOWING

CLOSING DATE AND TIME:

Date: 22 November 2021

Time: 11H00

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SECTION A: INVITATION TO BID

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KWAZULU-NATAL DEPARTMENT OF HEALTH					
BID NUMBER:	ZNB 10031/2021-H	CLOSING DATE:	22 November 2021	CLOSING TIME:	11:00
DESCRIPTION	CLEANING OF BUILDINGS AND OFFICES AT NGWELEZANA HOSPITAL FOR A PERIOD OF THREE (3) MONTHS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
CENTRAL SUPPLY CHAIN MANAGEMENT DIRECTORATE					
OLD BOYS SCHOOL, 310 JABU NDLOVU STREET					
PIETERMARITZBURG					
3201					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
		TCS PIN:		OR	CSD No:
STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		<input type="checkbox"/> Yes <input type="checkbox"/> No		STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
		<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
		<input type="checkbox"/>	A REGISTERED AUDITOR		
		NAME:			
[A STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS / SERVICES / WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	KZN Department of Health		DEPARTMENT	KZN Department of Health	
CONTACT PERSON	Mrs R Deonundhan		CONTACT PERSON	Mr PEZ Zulu	
TELEPHONE NUMBER	033-815 8361		TELEPHONE NUMBER	035 901 7060	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Tenders@kznhealth.gov.za		E-MAIL ADDRESS	zakhele.zulu@kznhealth.gov.za	

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR ONLINE	
1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). CERTIFICATE OR SWORN AFFIDAVIT FOR MUST BE SUBMITTED TO BIDDING INSTITUTION.	
1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. CERTIFICATE OR SWORN AFFIDAVIT FOR MUST BE SUBMITTED TO BIDDING INSTITUTION.	
1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT, AND ANY AMENDMENTS THERETO.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE DEPARTMENT TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.	
2.5 IN BIDS WHERE CONSORTIA/ JOINT VENTURES/ SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.	
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS/ TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTERED AS PER 2.3 ABOVE.	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SECTION B: SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT. REFER TO THE GENERAL CONDITIONS OF CONTRACT AT THE FOLLOWING WEB ADDRESS:

www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/default.aspx

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids 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 bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed, and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialled.
13. Only black ink is allowed for the completion of the bid document. Use of correcting fluid is prohibited.
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. 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.
17. The bidder must initial each and every page of the bid document.

SECTION C: AUTHORITY TO SIGN A BID

A. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the Board of Directors, personally signed by the Chairperson of the Board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on20.....,
..... (Full name)
(whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of
.....(Name of Company).

IN HIS/ HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY: (PRINT NAME)

SIGNATURE OF SIGNATORY: DATE:

WITNESSES: 1 DATE:

2 DATE:

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned..... (Full name)
hereby confirm that I am the sole owner of the business trading as:
.....(Name of Business)

SIGNATURE..... DATE.....

C. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

FULL NAME OF PARTNER	RESIDENTIAL ADDRESS	SIGNATURE

We, the undersigned Partners in the business trading as
.....(name of partnership)

hereby authorise (full name) to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and/ or contract on behalf of

..... SIGNATURE SIGNATURE SIGNATURE
..... DATE DATE DATE

D. CLOSE CORPORATION

In the case of a Close Corporation submitting a bid, a certified copy of the Founding/ Amended Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on 20.....

....., (Full name)
whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of

.....(Name of Close Corporation)

Trading as(Trading name).

IN HIS/ HER CAPACITY AS:

SIGNED ON BEHALF OF THE CLOSE CORPORATION:
(PRINT NAME)

SIGNATURE OF SIGNATORY: **DATE:**

WITNESSES: 1 **DATE:**

2 **DATE:**

E. CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on 20.....

..... (full name) whose signature

appears below, has been authorised to sign all documents in connection with this bid on behalf of

.....(Name of cooperative)

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

.....

IN HIS/ HER CAPACITY AS:

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

FULL NAME IN BLOCK LETTERS:

WITNESSES: 1

DATE:

2

DATE:

F. JOINT VENTURE

If a bidder is a Joint Venture, a certified copy of the resolution/ agreement passed/ reached, signed by the duly authorised representatives of the entities, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and /or contract on behalf of the Joint Venture must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the Joint Venture partners

on.....20.....

..... (Full name)

..... (Full name)

..... (Full name)

..... (Full name)

whose signatures appear below have been duly authorised to sign all documents in connection with this bid on behalf of:

..... (Name of Joint Venture)

IN HIS/ HER CAPACITY AS:

SIGNED ON BEHALF OF (ENTITY NAME):

SIGNATURE: **DATE:**

IN HIS/ HER CAPACITY AS:

SIGNED ON BEHALF OF (ENTITY NAME):

SIGNATURE: **DATE:**

IN HIS/ HER CAPACITY AS:

SIGNED ON BEHALF OF (ENTITY NAME):

SIGNATURE: **DATE:**

IN HIS/ HER CAPACITY AS:

SIGNED ON BEHALF OF (ENTITY NAME):

SIGNATURE: **DATE:**

IN HIS/ HER CAPACITY AS:

G. CONSORTIUM

If a bidder is a Consortium, a certified copy of the resolution/ agreement passed/ reached, signed by the duly authorised representatives of concerned entities, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/ or contract on behalf of the Consortium must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the Consortium on.....20.....
..... (full name)

whose signature appears below have been duly authorised to sign all documents in connection
with this bid on behalf of:

..... (Name of Consortium)

IN HIS/ HER CAPACITY AS:

SIGNATURE: **DATE:**

SECTION D: DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/ her authorised representative declare his/ her position in relation to the evaluating/ adjudicating authority where:

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1 Full Name of bidder or his or her representative:

.....

2.2 Identity Number:

2.3 Position occupied in the Company (Shareholder, Director, Sole Proprietor, Member, Partner, Trustee):

.....

2.4 Registration number of Company, Sole Proprietor, Close Corporation, Partnership, Joint Venture, Consortium or Trust:

.....

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.7 The names of all Shareholders/ Directors/ Sole Proprietors, Members, Partners, Trustees, their individual identity numbers, tax reference numbers and, if applicable, employee/ PERSAL numbers must be indicated in paragraph 3 below.

“State” means –

- (a) Any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) Any municipality or municipal entity;
- (c) Provincial Legislature;
- (d) National Assembly or the National Council of Provinces; or
- (e) Parliament.

“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

- 2.8 Are you or any person connected with the bidder presently employed by the State? **YES/NO**
- If so, furnish the following particulars:
- Name of person/director/trustee/shareholder/member:
- Name of state institution at which you or the person connected to the bidder is employed:
.....
- Position occupied in the state institution:
- Any other particulars:
.....
.....
.....
- 2.9 If you are presently employed by the State, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES/NO**
- If yes, did you attach proof of such authority to the bid document? **YES/NO**
- (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.
- If no, furnish reasons for non-submission of such proof:
.....
.....
.....
- 2.10 Did you or your spouse, or any of the company's directors/ trustees/ shareholders/members or their spouses conduct business with the state in the previous twelve months? **YES/NO**
- If so, furnish particulars:
.....
.....
.....
- 2.11 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES/NO**
- If so, furnish particulars.
.....
.....
.....
- 2.12 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

If so, furnish particulars.

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

- 2.13 Do you or any of the directors/trustees/shareholders/members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

If so, furnish particulars:

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

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

FULL NAME	IDENTITY NUMBER	PERSONAL INCOME TAX REFERENCE NUMBER	STATE EMPLOYEE NUMBER/ PERSAL NUMBER

DECLARATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION E: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

ITEM	QUESTION	YES	NO
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME
SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION F: DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE (To be completed by bidder)

This is to certify that I

.....
(name of bidder/authorized representative)

who represents

.....
(state name of bidder)

am aware of the contents of the Central Supplier Database with respect to the bidder's details and registration information, and that the said information is correct and up to date as on the date of submitting this bid, and I am aware that incorrect or outdated information may be a cause for disqualification of this bid from the bidding process, and/ or possible cancellation of the contract that may be awarded on the basis of this bid.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

SECTION G: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

- 1.1. The following preference point systems are applicable to all bids:
- 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. Points for this bid shall be awarded for:
- (a) Price; and
 - (b) Status Level of Contributor.

- 1.3. The maximum points for this bid are allocated as follows:

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

- 1.4. 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.
- 1.5. 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.

2. DEFINITIONS

- a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- c) **“Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- d) **“Black Designated Groups”** has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- e) **“Black People”** has the meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act;
- f) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

- g) **“Co-operative”** means a co-operative **registered** in terms of section 7 of the Cooperatives Act, 2005 (Act No. 14 of 2005);
- h) **“EME”** means an Exempted Micro **Enterprise** in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- i) **“Functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- j) **“Military Veteran”** has the meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011);
- k) **“prices” includes** all applicable taxes less all unconditional discounts;
- l) **“proof of status level of contributor” means:**
 - 1) Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the Act;
- m) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- n) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes; and
- o) **“stipulated minimum threshold”** means the minimum threshold stipulated in terms of regulation 8(1)(b).

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

Where

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

4. POINTS AWARDED FOR STATUS LEVEL OF CONTRIBUTOR

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

STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS (90/10 SYSTEM)	NUMBER OF POINTS (80/20 SYSTEM)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

6. STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 Status Level of Contributor: = (Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4 and must be substantiated by relevant proof of status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

DESIGNATED GROUP: AN EME OR QSE WHICH IS AT LAST 51% OWNED BY:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:

8.2 VAT registration number:

8.3 Company registration number:

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may

have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

SECTION H: CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read, and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a) has been requested to submit a bid in response to this bid invitation;
 - b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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 consortium will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where product or service will be rendered (market allocation)
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a bid;
 - e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.
10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION I: RECORD OF AMENDMENTS TO BID DOCUMENTS

I / We confirm that the following communications amending the bid documents that I / we received from KwaZulu-Natal Department of Health or their representative before the closing date for submission of bids have been taken into account in this bid.

ADDENDUM NO.	DATE	TITLE OR DETAILS

SIGNATURE: DATE:
(of person authorized to sign on behalf of the Bidder)

SECTION J: GENERAL CONDITIONS OF CONTRACT

<http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/General%20Conditions%20of%20Contract.pdf>

❖ I have read, understand and accept the General conditions of the contract which are binding upon me.

.....
Signature

.....
Date

.....
Name of Bidder

SECTION K: SPECIAL TERMS AND CONDITIONS

The bid is issued in accordance with the following subject to the provisions of the General Conditions of Contract:

- i. Section 217 of the Constitution,
- ii. The PFMA and its Regulations in general,
- iii. The Preferential Procurement Policy Framework Act (PPPFA) of 2000
- iv. National Treasury guidelines, and
- v. Revised PPPFA Regulations of 2017

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. Bidders shall be notified of the decision of the Bid Adjudication Committee.
- 1.1.3. The contract shall be concluded between Health Department and the successful service provider(s).
- 1.1.4. 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. Department of Health will enter into Service Level Agreement(s) with the successful bidder(s).
- 1.1.5. Bidders must comply with safety regulations at all times during operations.
- 1.1.6. Department of Health will enter into Service Level Agreement(s) with the successful bidder(s).
- 1.1.7. 75 % of the workforce must be recruited from the local communities
- 1.1.8. 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 The Department of Health Bid Adjudication Committee reserves the right to award the bid to one Bidder provided that the respective bidder offer comply with the specification and meets all the conditions attached to the bid.
- 1.2.2 Notification of the intention to award of bid shall be in the same media that the bid was advertised.
- 1.2.3 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. Appeals must be addressed to the Secretariat, Bids Appeal Tribunal via e-mail: Dudu.Ntanzi@kzntreasury.gov.za or batsecretariat@kzntreasury.gov.za or fax 033 8974335 or hand deliver to Treasury House 145 Chief Albert Luthuli Street, Pietermaritzburg, 3201.
- 1.2.4 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 Contract Management Head Office after the commencement date of the contract or BCCI inspection report bi-annually thereafter, failure to do so may result in the cancellation 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) 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 CONTRACTS HELD BY THE BIDDER

Complete applicable returnable schedule (Annexure A), hereunder.

- 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.

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 ensure that for Clinics and CHC's, employees must be within the local municipality, for Hospitals and Districts, employees must be within the district. 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.

1.9. INFORMATION REQUIRED FROM BIDDER (please mark as Annexure D)

- 1.9.1. Bidders must provide the following particulars about themselves as part of the bid:
- | | | |
|--|---|---|
| a) Where they have their Headquarters. | } | Details to be supplied
On company's
Letterhead. |
| b) Where they have their Regional Offices. | | |

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. LETTER OF UNDERTAKING

- 1.11.1. The bidder must submit the signed and dated letter of undertaking or letter of arrangement/service level agreement or contract not older than 3 months with the supplier/s of cleaning materials confirming firm arrangement of chemical or equipment supply i.e. cleaning chemicals and equipment & machinery. The bidder must also submit with the bid certified copies of SABS approved certificates for the following cleaning chemicals, Polish stripper, Floor polish sealer, polish floor liquid, Pine liquid and any cleaning chemicals that require SABS compliance. Failure to provide this will render your offer invalid and disqualified from further evaluation.(refer to National Treasury specification in respect of chemicals)
- 1.11.2. As part of the contract, the contractor will provide monthly confirmation by the supplier that they have supplied the chemicals/detergents. When the contractor requests to change suppliers during the course of the contract, permission must be obtained from Central Supply Chain Management.

1.12. MORE THAN ONE OFFER/ COUNTER OFFERS

- 1.12.1. 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.
- 1.12.2. 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.

1.13. ONLY ONE OFFER RECEIVED

- 1.13.1. 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.

1.14. REGISTRATION ON THE CENTRAL SUPPLIER DATABASE (CSD)

- 1.14.1. 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.
- 1.14.2. 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.

1.15. 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.

1.18. PREQUALIFICATION CRITERIA

- 1.19.1 The Department of Health has identified the application of the following prequalification criteria: a service provider who has a BBEE status level of contribution 1

1.20. COMPULSORY PRE –CONTRACT REQUIREMENTS

- 1.20.1 Service providers will be required to produce evidence (valid copies) of the following registration:
 - i. Public Liability Insurance Policy, letter of intent or quotation from insurance companies
 - ii. Unemployment Insurance Fund Registration Certificate.
 - iii. Letter of Good standing with Department of Labour
 - iv. Valid Certified copy of Registration certificate with Bargaining Council
 - v. Firm supply of cleaning materials contracts with cleaning manufacturers level 1 at the time of signing of contracts

NOTE: Failure to produce any of these within one month of award confirmation will render the award null and void.

1.21 ACQUISITION OF CLEANING DETERGENTS BY CONTRACTED SERVICE PROVIDERS

- 1.21.1 The successful bidder will be expected to enter into a contract with KZN based level one BBEE detergent manufacturers. Bidder therefore must submit with their bid document clear intention to comply with this requirement in the form of name /s of suppliers and draft service level agreements/contracts with such suppliers. Service providers will be expected to submit proof of purchases from contracted suppliers in the form of invoice copies, to be attached to each monthly claim the Service Provider will be working with.

2. 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 1.5, 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 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 Systems Manager of the Institution/ a nominated supervisory staff at the Centre, Infection Prevention Control, Quality Assurance and the Managing Director of the Company.
- 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 service provider must provide cleaning equipment, machinery and material in line Infection Prevention Control Policy Guidelines, Health and Safety Act and National Core Standard. Cleaning machinery must be replaced in the event of it being serviced and must provide a proof of last cleaning machine serviced/ date of purchased and the service dates/schedule. All chemicals must be accompanied by material safety data sheet and comply with ISO /SABS requirements. Planned maintenance plan must be made available and machinery must be maintained as per the maintenance plan. Service provider must produce safety plan as per National Core Standards. Staff must be trained before the commencement date of the contract on the use of chemicals and cleaning procedures. Refresher training should be done on quarterly basis.

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.

2.10. 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 within 24 hours.

2.11. DEPARTMENT OF HEALTH KWAZULU-NATAL EQUIPMENT AND PROPERTY

- 2.11.1. The Contractor may not use any of the above parties' equipment, aids and/or property, for purposes of compliance with the contract which equipment, aids and/or property includes inter alia; vehicles, stationery, rooms/halls, furniture unless so authorized in writing to do so by the Institution

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 cleaning 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 personnel with a suitable personnel.
- 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 and in possession of serviceable equipment when posted for duty.

- 2.12.9 The Contractor shall at his/her cost procure, acquire, install, and maintain in good and safe working order all services equipment and shall have no claim based on enrichment or for compensation, or reimbursement or of any other nature whatsoever, against the Department.

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.

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 full duration of the contract. If a non-firm price is offered, the bidder shall be disqualified for not complying with the conditions of the bid.

2.19. 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.
- 2.19.5 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.

2.20. 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

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

2.24. INVOICES

- 2.24.1. 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

- 2.25.1. 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 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
- 2.27.2.6 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.

2.31.5 The Contractor is responsible for providing all his/her own cleaning equipment and material as listed on the specification.

- 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

- 2.33.1. 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

- 2.35.1. 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 cleaning 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.
- 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.

2.41. 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 B and A , at bidders cost.
- 2.41.2 The service provider must ensure the maintenance of equipment; provide records to the Institution Management and Systems management.
- 2.41.3 Service provider to provide Safety Harness
- 2.41.4 Institution wishes to be advised on time.

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 services executed. Such information must be submitted to the Department of Health Supply Chain Management, Contract Management as follows:
- (ii) Name of institution
 - (ii) Orders received – order number & catalogue number & quantity delivered.
 - (iii) Price

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 the 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. 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.

ANNEXURE A: PREVIOUS AND CURRENT CONTRACTS OF BIDDER

As a bidder my organization has never had past or current contract agreements.

OR

The bidder must furnish the following details of all current/past contracts

DATE OF COMMENCEMENT	EXPIRY DATE	VALUE OF CONTRACT	CONTRACT DETAILS (THAT IS, WITH WHOM HELD, PHONE NUMBER AND ADDRESS/S OF THE COMPANY.)	FUNCTIONS/ ACTIVITIES THAT WERE PERFORMED

Signature (Bidder) _____

Date _____

SECTION M: PRICING SCHEDULE

Name of bidder.....

Bid number: ZNB 10031/2021-H

Closing Time 11:00

Closing Date: 22 November 2021

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

DESCRIPTION: **CLEANING OF BUILDINGS AND OFFICES FOR NGWELEZANA HOSPITAL FOR A PERIOD THREE (3) MONTHS**

Monday to Sunday (Day shift) :06h00 to18h00 ----69 Cost Per shift R.....

Monday to Sunday (Night shift) :18h00 to 6h00 -----32 Cost Per shift R.....

Monday to Friday (Day shift) :07h00 to16h00 ---- 35 Cost Per shift R.....

NUMBER OF PERSONNELS REQUIRED= 136

1. Cost of Labour in respect of wages remuneration for staff:

Total Cost of Labour per month R.....per month

2. Overheads and other cost R-----per month

Total of 1 and 2 R----- per month

VAT R.....

TOTAL BID PRICE FOR 1 AND 2 INCL. VAT R.....**PER MONTH**

TOTAL BID PRICE FOR 136 PERSONNEL FOR 3 MONTHS R.....

.....
(Signature of Bidder)

.....
Date

.....
(Signature of Witness)

.....
Date

NB: Total cost must include direct costs and indirect costs. 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: SPECIFICATION

SECTION 1: SERVICE: CLEANING OF BUILDING AND OFFICES AT NGWELEZANA HOSPITAL FOR A PERIOD OF 3 MONTHS

CLEANING OF HOSPITAL BUILDINGS AND OFFICES SPECIFICATION

HOURS OF ATTENDANCE MUST BE MONDAY TO SUNDAY INCLUSIVE OF PUBLIC HOLIDAYS AND MONDAY TO FRIDAY EXCLUSIVE OF PUBLIC HOLIDAYS IN OFFICES AND AS AND WHEN SPECIFIED BY THE INSTITUTION.

Monday to Sunday (Day shift) :06h00 to 18h00 (Subject to be review with management of each institution)

Monday to Sunday (Night shift) :18h00 to 6h00 (Subject to be review with management of each institution)

Monday to Friday (Day shift) :07h00 to 16h00 (Subject to be review with management of each institution)

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.

NIGHT SHIFT STAFF WILL CLEAN THE WARDS UNTIL 10:00 PM AND RETURN BACK TO THE WARDS AT 4:00 AM. THE SERVICE PROVIDER MUST ENSURE THAT PASSAGES, FMD, OPD, ADMITTING AND CONSULTING ROOMS ARE CLEANED BETWEEN 10:00 PM AND 4:00 AM.

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 within the Institution bid must be cleaned daily, high traffic areas to be cleaned hourly and as when necessary. Service Providers are urged to attend stipulated site visit dates as specified in the documents so that they familiarise themselves with the areas to be cleaned and bid correctly for the cleaning material required to ensure that the Institution is cleaned within the appropriate standards.

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 outfacing 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 urgently 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 as per Infection and Prevention Control.

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

4. MACHINERY AND MANNING REQUIREMENTS

The service provider must provide their own equipment, cleaning material and protective clothing. The bidder must itemise the machinery/other equipment that the company will utilise at the Institution/facility to successfully execute the contract.

ITEM	DESCRIPTION
1.	Two way bucket system with wringer 20 Lt
2.	Janitor Trolley with accessories
4.	Stepladders (short, medium and long)
5.	Wet floor signs/ caution floor signs
6.	Industrial vacuum cleaners and wet vacuum pick up (wet and dry Vacuum cleaner)
7.	Colour coded mops (yellow, white, red and blue). Steel/metal with detachable mop heads
8.	Scrubbing machines and brushes
9.	Stripping machines and brushes
10.	Floor Polisher and brushes
11.	Colour coded dusting cloths (yellow, red, blue, green, white)
12.	Hose pipes
13.	High pressure cleaner
14.	Colour coded dusting buckets

15.	Window and floor squeegees
16.	Adjustable telescopic poles
17.	Spray bottles for decanting to be labelled accordingly
18.	Sealing applicator
19.	Buffing pads
20.	Viper machine
21.	Brooms for courtyards and verandas'
22.	Floor polish applicator
23.	Lamp wool applicator
26.	Mop sweeper and soft platform brooms
29.	Dust pans

(NB this will depend on the institutions need which will be specified on site visits)

NOTE: THE SERVICE PROVIDER MUST PROCURE ITS OWN EQUIPMENT AND CLEANING MATERIAL

All bidders must note that cleaning equipment must be supplied by the service provider and must comply with Infection Prevention Control Policy Guidelines.

5. CLEANING MATERIAL

The bidder must itemise the material that the company will utilise at the Institution/facility to successfully execute the contract.

ITEM	DESCRIPTION
1.	All-purpose cleaner without ammonia
2.	Stripper without ammonia
3.	Buff spray
4.	Floor polish- non slip, self-shine without ammonia
5.	Steel wool/ scrub floor cornes
6.	Red pad- shine floor
7.	Black pad –strip floor
8.	Mop sweeper
9.	Hand service cleaner
10.	Hypochlorite disinfectant 6g or 3g
11.	Floor sealer 5lt
12.	Window cleaner -750ml
13.	Deo- block
14.	Pine liquid
15.	Probuff 20lt
16.	Toilet bowl cleaner 25lt
17.	Furniture polish and air freshener
19.	Disinfectant 750ml
21.	Bath tub washbasin cleaner ammonia free
22.	Polythene sanitise and deodorised she bin liners

6. UNIFORM AND PROTECTIVE CLOTHING

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

Uniform embroider with company name/logo/bright colour recommended
Name tag with full description of staff identity
Safety boots and safety shoes

Non-sterile disposable gloves and elbow length chemical disposable gloves
Dusk masks
Goggles
Plastic colour coded aprons (red, yellow, blue and white)

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

Note: a) *Bidders must note that cleaning equipment and machinery must be supplied by the service provide as approved by Infection Prevention Control Policy Guidelines, Health and Safety Act and National Core Standard.*

b) *Quantities are determined by the size of the each institution and that all products must be SABS approved.*

c) *All chemicals must be accompanied by material safety data sheet and comply with ISO 9001 requirements.*

e) *Items not listed above, the Service provider must provide institution with good quality products to ensure that proper cleaning service is provided to the Institution.*

f) *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.*

g) *Planned maintenance plan must be made available and machinery must be maintained as per the maintenance plan.*

h) *Staff must be trained before the commencement date of the contract on the use of chemicals and cleaning procedures. Refresher training should be done on quarterly basis, no untrained staff will be authorise to clean the Hospital. Replacement equipment must be always be available should there be any breakage so that service delivery is not compromised.*

SECTION O: EVALUATION CRITERIA

Evaluation will be based on the following:

- Phase 1: Pre-qualification criteria
- Phase 2: Minimum Compulsory Requirements
- Phase 3: Price and Preference Points

Phase 1: Pre-qualification 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. BBBEE STATUS - MINIMUM LEVEL 1	100%

Phase 2: 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	COMPULSOR Y (YES / NO) FOR BID EVALUATION PURPOSES	FOR OFFICIAL USE ONLY		
				YE S	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			
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	A certified copy of the Consortium/ Joint Venture/ Partnership agreement.	Yes If Applicable	Yes If Applicable			
3	A Status Level Verification Certificate/Sworn Affidavit (For EMEs& QSEs) must be	Yes	Yes			

NO.	SECTION/ SCHEDULE	COMPULSORY (YES / NO) NON- SUBMISSION WILL RENDER BIDDERS NON- RESPONSIVE	COMPULSOR Y (YES / NO) FOR BID EVALUATION PURPOSES	FOR OFFICIAL USE ONLY		
				YE S	NO	N/A
	Submitted in order to qualify for Preference Points For.					
4	Proof of registration with the Cleaning Bargaining Council	Yes	Yes			
5	Valid SANS /SABS certificates in respect of Chemicals to be supplied by KZN based level one BBBEE detergent manufacturers	Yes	Yes			

Phase 3: Price and Preference Points

The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 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
STATUS LEVEL OF CONTRIBUTOR	20
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.

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 Shaving Tooth Toilet Toilet brush holder	<p>Not used in clinical areas</p> <p>Not recommended</p> <p>Single patient use, rinse under running water after use, invert and store dry.</p> <p>Rinse in flushing water, shake in pan, store dry.</p> <p>Clean with cleansing agent and hot water daily, rinse and dry.</p>
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.
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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	Remove lining according to the manufacturer's instructions, discard as health care risk waste.
Suction tubing	Single patient use only. Discard as health care risk waste after 24 hours.
Under water seal drainage - disposable	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. Send to CSSD for autoclaving.
Blades	
Article	Recommendation
Linen	Refer to guideline on Laundry Chapter 7
Soiled dry	Place in laundry bag at the bedside, seal when ¾ 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 ½ 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 repellant 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 Tubing Masks	Damp dust surfaces and dry. Single patient use only, discard as health care risk waste. 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 - non-disposable - electric	Discard as sharps after use. Wash well with cleansing agent and hot water. Return to CSSD. 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.
Thermometers: Digital	Wash thermometers after use with cleansing agent and cold water. Wipe with chlorhexidine in alcohol and store dry.
Disposal	If probes are used single patient use only. Single patient use only and discard according to the manufacturer's instructions.
Toilet: Pan	Clean pans daily and when necessary with cleansing agent and brush.
Seat	Wash daily and when necessary with cleansing agent and hot water.
Tracheostomy tubes - disposable	Discard as health care risk waste.
- non-disposable	Clean, dry, return to CSSD.
Trays – Food	After use wash with cleansing agent and hot water, dry.
Trolleys: Dressing	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.
Food	Wash daily and when required with cleansing agent and hot water, dry.
Medicine	Wash inner and outer surfaces daily and when required with cleansing agent and hot water, dry.
Mortuary	Wash daily and when required with cleansing agent and hot water, dry.
Patient transport	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.

Sluice	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.
Urinals	As for bedpans.
Urine specimen collection stainless steel receivers	Wash after each patient use with cleansing agent and hot water and send to CSSD for autoclaving Maintain adequate stock levels.
Urine bag holders/stands	Wash with cleansing agent and hot water, and dry.
Vaginal examination speculum:	
Disposable	Discard as health care risk waste.
Non-disposable	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.