



BID DOCUMENT

BID NUMBER:	ZNB 3000/GJM/25-26-H
SERVICE DESCRIPTION:	PROVISION OF CLEANING OF BUILDINGS AND OFFICES AT GENERAL JUSTICE GIZENGA MPANZA HOSPITAL (GJGM) FOR A PERIOD OF THREE (3) YEARS.
BID INVITATION NOTICE	FOR ALL SELECTED ONSITE OUTPATIENT UNITS, WARDS, AND OFFICES
Closing Date:	24 NOVEMBER 2025
Closing Time:	11:00AM
Venue:	CENTRAL SUPPLY CHAIN MANAGEMENT UNIT OLD BOYS SCHOOL 310 JABU NDLOVU STREET PIETERMARITZBURG, 3201
Compulsory Site inspection Meeting Date & Time	Date and Time : 07 November 2025 @ 11:00am Venue : GENERAL JUSTICE GIZENGA MPANZA HOSPITAL (GJGM)

Name of Bidder:	
CSD Registration Number:	
Income Tax Reference Number:	

KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS

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PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KZN DEPARTMENT OF HEALTH					
BID NUMBER:	ZNB 3000/GJM/25-26-H	CLOSING DATE:	24 NOVEMBER 2025	CLOSING TIME:	11:00AM
DESCRIPTION	PROVISION OF CLEANING OF BUILDINGS AND OFFICES AT GENERAL JUSTICE GIZENGA MPANZA HOSPITAL (GJGM) FOR A PERIOD OF THREE (3) YEARS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
(OLD BOYS SCHOOL BUILDING), 310 JABU NDLOVU STREET, PIETERMARITZBURG 3200					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Demand Management	CONTACT PERSON	Demand Management		
TELEPHONE NUMBER	033 815 8361/8386/8357	TELEPHONE NUMBER	033 815 8361/8386/8357		
E-MAIL ADDRESS	Scm.demandmanagement@kznhealth.gov.za	E-MAIL ADDRESS	Scm.demandmanagement@kznhealth.gov.za		
SUPPLIER INFORMATION					
NAME OF BIDDER:					
COMPANY REGISTRATION No.:					
POSTAL ADDRESS:					
PHYSICAL ADDRESS:					
TELEPHONE NUMBER:	CODE		NUMBER		
CELLPHONE NUMBER:					
FACSIMILE NUMBER:	CODE		NUMBER		
E-MAIL ADDRESS:					
VAT REGISTRATION NUMBER					
CENTRAL SUPPLIER DATABASE No:	MAAA	OR	TAX COMPLIANCE SYSTEM PIN:		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] ☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]		
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			☐ YES ☐ NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			☐ YES ☐ NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B
TERMS AND CONDITIONS FOR BIDDING

BID SUBMISSION:

- 3.2. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 3.3. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 3.4. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 3.5. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

TAX COMPLIANCE REQUIREMENTS

1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2. BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
3. APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
4. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
5. WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
6. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g., company resolution)

DATE:

SECTION A

SPECIAL INSTRUCTIONS TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO COMPLIANCE WITH TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, AND THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice-versa and with words importing the masculine gender shall include the feminine and the neuter.
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 initialed.
13. 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. Bidder must initial every page of the bid document.

SECTION B:
AUTHORITY TO SIGN THE BID DOCUMENTS

The bidder must indicate the enterprise status by signing the appropriate box hereunder.

Close Corporation			Partnership					
Company			Co-operative					
Sole Proprietor			Joint Venture/Consortium	<table border="1"> <tr> <td>Incorporated</td> <td></td> </tr> <tr> <td>Unincorporated</td> <td></td> </tr> </table>	Incorporated		Unincorporated	
Incorporated								
Unincorporated								

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:

hereby authorise Mr/Mrs/Ms/Dr:

acting in the capacity of: _____

whose signature is: _____

to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

(If the space provided is not enough, please list all the directors in the resolution letter)

Note:

The following document must be attached to this form according to the status of the enterprise, in the form of a resolution authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

Note: Director/s may appoint themselves if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

SECTION C

CENTRAL SUPPLIERS DATABASE: REGISTRATION AND DECLARATION OF CORRECTNESS OF INFORMATION

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database. If the supplier is NOT REGISTERED at the closing time of the bid, the supplier will be immediately disqualified during the bid evaluation process.
2. Prospective suppliers must self-register on the CSD website www.csd.gov.za
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have:
 - i. cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favorable bid is accepted, or less favorable arrangements are made.
4. The Department may assume that the information listed on the CSD is correct for evaluation purposes and also for communication purposes during the active period of any contract that might arise from this bid process.

5. DECLARATION

This is to certify that I (authorized representative of the bidder) _____, who represents (state name of bidder) _____ with CSD Registration Number _____ 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. I am also 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 based on this bid.

SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE: _____

SECTION D

OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE (Site Briefing Schedule)

Note: It is the responsibility of the bidder to print this certificate and submit for signing and stamping by Departmental official responsible or delegated or appointed for to handle site briefing, no forms will be printed during the site briefing as it will be impractical to do so.

N.B.: THIS FORM IS ONLY TO BE COMPLETED WHEN APPLICABLE TO THE BID.

Bid Reference Number: ZNB 3000/GJM/25-26-H

Indicate Site Where Briefing is Conducted: GENERAL JUSTICE GIZENGA MPANZA HOSPITAL (GJGM) – ILEMBE DISTRICT – KWADUKUZA (STANGER)

Description of Service : PROVISION OF CLEANING OF BUILDINGS AND OFFICES AT GENERAL JUSTICE GIZENGA MPANZA HOSPITAL (GJGM) FOR A PERIOD OF THREE (3) YEARS.

This is to certify that (bidder's representative name) _____

On behalf of (company name) _____

Visited and inspected the site on **07 November 2025** (date) and is therefore familiar with the circumstances and the scope of the service to be rendered.

Name of Representative: _____ Signature of bidder: _____

Date: _____

Name of Departmental Official: _____ Signature of official: _____

Date: _____

Departmental Stamp with Signature

SECTION E
BIDDER'S DISCLOSURE – NOTICE

BIDDER NAME	
LEGISLATION ON DISCLOSURE OF INTEREST	
The Public Service Act 103 of 1994 indicates in section 30(1) that “No employee shall perform or engage himself or herself to perform remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department.” Furthermore, in terms of the Public Service Regulations paragraph 13(c), “An employee shall not conduct business with any organ of state or be a director of a public or private company conducting business with an organ of state, unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the Public Finance Management Act” Treasury Regulations 16A8.4 further indicates that “If a supply chain management official or other role player, or any close family member, partner or associate of such official or other role player, has any private or business interest in any contract to be awarded, that official or other role player must-(a) disclose that interest; and (b) withdraw from participating in any manner whatsoever in the process relating to that contract.”	
CLARITY ON HOW TO DISCLOSE	
Clause 2.2 of the Bidders Disclosure (SBD4), require the bidder to disclose a relationship with any person employed by the entire KZN Department of Health, even if that person is not employed by the procuring institution. The Department may use other Computer Assisted Techniques to verify possible interest, should you be found to have failed to disclose correctly, your bid/quotation will be treated as a false declaration, treated as non-responsive and disqualified. For example, if the tender is advertised or invited by Addington Hospital, yet the person with interest is employed by Manguzi Hospital, as long as that official is employed by the Department of Health, the bidder is required to disclose interest. Therefore, the question is, do you, or any person connected with the bidder, have a relationship with any person who is employed by the KZN Department of Health? If so, please furnish particulars on Bidders Disclosure (SBD4) section 2.2.1, as attached below,	

I read the above clarity on disclosure of interest and I commit to disclose as directed, should I fail to disclose correctly, I am aware of the consequences, which may include disqualification of my offer.

BIDDER SURNAME AND INITIALS

SIGNATURE

DATE

This document must be signed and submitted together with your bid

SECTION E

BIDDER'S DISCLOSURE FORM

1. PURPOSE OF THE FORM

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

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

2. BIDDERS DECLARATION

1. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise, employed by the state?

Yes	No
-----	----

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

Full Name	Identity Number	Name of State institution

2. Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

Yes	No
-----	----

- (b) If so, furnish particulars: _____

3. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

Yes	No
-----	----

- (c) If so, furnish particulars: _____

2. DECLARATION

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

1. I have read and I understand the contents of this disclosure.
2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.
3. 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 consortium¹ will not be construed as collusive bidding.
4. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
5. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
6. There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
7. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 AND 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature: _____

Date: _____

Position: _____

Name of bidder: _____

Important point to note: This document **must** be signed and submitted together with your bid

¹ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

SECTION F:

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

i. INTRODUCTION

1. The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

ii. PILLARS OF THE PROGRAMME

1. The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
 - i. Any single contract with imported content exceeding US\$10 million.
or
 - ii. Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.
or
 - iii. A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
or
 - iv. Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
1. The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a pro-rata basis.
2. To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
3. A period of seven years has been identified as the time frame within which to discharge the obligation.

v. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

1. In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million (ten million Rands)**, submit details of such a contract to the DTI for reporting purposes.
2. The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

vi. BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

1. Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
2. In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
 - i. Bid / contract number.
 - ii. Description of the goods, works or services.
 - iii. Date on which the contract was accepted.
 - iv. Name, address and contact details of the government institution.
 - v. Value of the contract.
 - vi. Imported content of the contract, if possible.
1. The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

vii. PROCESS TO SATISFY THE NIP OBLIGATION

1. Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
 - i. the contractor and the DTI will determine the NIP obligation;
 - ii. the contractor and the DTI will sign the NIP obligation agreement;
 - iii. the contractor will submit a performance guarantee to the DTI;
 - iv. the contractor will submit a business concept for consideration and approval by the DTI;
 - v. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
 - vi. the contractor will implement the business plans; and
 - vii. the contractor will submit bi-annual progress reports on approved plans to the DTI.
1. The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number: **ZNB 3000/GJM/2025-H** Closing Date: **24 November 2025**

Name of Bidder: _____

Postal Address: _____

 Signature: _____ Name (Print): _____

Date: _____

SECTION G

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022:

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

NB: BEFORE COMPLETING THIS FORM, BIDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE BID AND PREFERENTIAL PROCUREMENT REGULATIONS, 2023

1. GENERAL CONDITIONS

1 The following preference point systems are applicable to invitations to Bid:

- a) the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- b) the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

2 To be completed by the organ of state

- 1. The applicable preference point system for this Bid is the 80/20 preference point system.
- 2. The 80/20 preference point system will be applicable in this Bid. The lowest/ highest acceptable Bid will be used to determine the accurate system once Bids are received.

3 Points for this Bid (even in the case of a Bid for income-generating contracts) shall be awarded for:

- i. Price; and
- ii. Specific Goals.

4 To be completed by the organ of state:

The maximum points for this Bid are allocated as follows:

	POINTS	POINTS
PRICE	90	80
SPECIFIC GOALS	10	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100	100

- 5 Failure on the part of a Bidder to submit proof or documentation required in terms of this Bid to claim points for specific goals with the Bid, will be interpreted to mean that preference points for specific goals are not claimed.
- 6 The organ of state reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim regarding preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

1 POINTS AWARDED FOR PRICE

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
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

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

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

1 POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$	or	$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$

Where

Ps	=	Points scored for price of Bid under consideration
Pt	=	Price of Bid under consideration
Pmax	=	Price of highest acceptable Bid

5. POINTS AWARDED FOR SPECIFIC GOALS

- 1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations 2022, preference points must be awarded for specific goals stated in the Bid. For the purposes of this Bid the Bider will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this Bid:
- 2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the Bid documents, stipulate in the case of—
 1. an invitation for Bid for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable Bid will be used to determine the applicable preference point system; or
 2. any other invitation for Bid, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable Bid will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the Bid and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to Bidders: The Bidder must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this Bid	Number of points allocated (90/10 or 80/20 System) (To be completed by the Department)	Number of points claimed (80/20 or 90/10) (To be completed by the Bidder)
In terms of Departmental Preferential Procurement Regulation Policy 2023, 10/20 full points for specific goals will be allocated to companies at least 51% owned by Youth	80/20 System or 90/10 System	

6. DECLARATION WITH REGARD TO COMPANY/FIRM

- 1 Name of company/firm: _____
- 2 Company registration number: _____
- 3 Type of Company/ Firm: (Tick the applicable box)
 - ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ Private Company (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- 4 I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the Bid, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- a) The information furnished is true and correct;
- b) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- c) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- d) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - a. disqualify the person from the 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 from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - e. forward the matter for criminal prosecution, if deemed necessary.

Signature of Bidder:	
Name and Surname:	
Date:	
Address:	

SECTION H:
GENERAL CONDITIONS OF CONTRACT (GCC)

In terms of Treasury Regulation 16A6.3(a)(i) "The accounting officer must ensure that bid documentation and the general conditions of a contract are in accordance with the instructions of the National Treasury."

Bidders are expected to be familiar with the general conditions applicable to government bids, contracts and orders; and rights and obligations of all parties involved in doing business with government.

Bidders are therefore required to initial each page of the attached **Annexure A** for General Conditions of Contract (GCC) and return with the bid document.

<i>I hereby confirm that I have read the General Conditions of Contract (GCC) as published by the National Treasury and I confirm that I fully understands its contents and conditions. I also confirm that I am willfully committing to abiding by its contents.</i>			
Name:		Signature:	
Title/ Role:		Date:	

Note: Should you fail to submit **initialed** Annexure A for General Conditions of Contract (GCC) and return with the bid document as well as to sign this schedule, your bid may be disqualified.

SECTION I: 1

SPECIAL CONDITIONS OF CONTRACT (SCC)

SECTION 1 INTRODUCTION AND PURPOSE OF THIS BID

1. INTRODUCTION

A clean and highly hygienic health facility prevents infections, protects vulnerable patients, promotes staff and community safety and improves compliance with Infection and Prevention Control Protocols. This leads to better health outcomes, enhance patient trust and confidence in the health system and contributes towards reduction of morbidity and mortality.

2. PURPOSE OF THIS BID

The KZN Department of Health, in fulfilling its vision of a long and healthy life for all individuals and communities in KwaZulu-Natal, require the provision of cleaning of buildings and offices services at GJGM Hospital to ensure clean, hygienic and environmental friendly health facility.

3. CONTRACT PERIOD

The contract period for this bid is three (3) years, with a possibility of expansion or variation.

4. ADDITIONAL DEFINITIONS

In addition to the definitions contained in paragraph 1 of the GCC, the following terms shall be interpreted as indicated:

“Accounting Officer”	means a person described in Section 36 of the Public Finance Management Act, Act No. 1 of 1999 (As amended by Act 29 of 1999).
“BCCCI”	means Bargaining Council for the Contract Cleaning Industry (Natal)
“Contract Duration”	means the period between the commencement and termination of the contract.
“Confidential Information”	means but is not limited to contents of the contract, or any provision thereof, or any specification, plan, know-how, drawing, pattern, sample, or information furnished by or on behalf of the Department in connection therewith, to any person other than a person employed by contractor or service provider in the performance of the contract.
“Department”	means the KwaZulu-Natal Department of Health.
“Head of Department”	means the Head of Department for KwaZulu-Natal Department of Health as defined in Schedule 2 Column 1 and 2 of the Public Service Act 1994 (Proclamation 103 of 3 June 1994, as amended).
“Health Facilities or Institutions”	means Head Office, District Offices, Hospitals, Community Health Centres, Specialized Centres and Clinics under the auspices of the Department of Health in the Province
“ISO Standards”	means standards recognized by International Standard Organization
“NCCA”	means National Cleaners Association
“Parties”	means the KwaZulu-Natal Department of Health and Contractor or Service provider
“Province”	means the Province of KwaZulu-Natal.
“Vendor”	means Contracted Supplier or Service Provider

5. INTERPRETATIONS

In amplification of the provisions of paragraph 2 of the GCC, unless inconsistent with the context, an expression which denotes:

- a) Any gender includes the other genders.
- b) A natural person includes a juristic person and vice versa.
- c) The singular includes the plural and vice versa.
- d) When any number of days is prescribed in this Contract, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- e) Figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- f) Any reference in this contract to “goods” includes works and/or services.
- g) The written and signed contract represents the final agreement between the parties and it super cedes any prior oral agreements or discussions of the Contract.
- h) All annexures and appendices shall form part of the contract.
- i) The headings used throughout the Contract do not have any special significance save to ensure the easy reading of the contract.
- j) Words and phrases defined in this Contract shall bear the meaning assigned to them throughout this Contract.
- k) Words and phrases used in this Contract which are defined or used in any statute or regulation which applies to the subject matter, professional person.
- l) The bid is issued in accordance with Section 217 of the Constitution, The Public Finance Management Act, Treasury Regulations 16A and National Treasury regulations and guidelines.

6. LEGISLATIVE AND REGULATORY FRAMEWORK

- a) This bid and all contracts emanating there from will be subject to General Conditions of Contract issued in accordance with Treasury Regulation 16A6.3, published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999) (PFMA) as well as the Preferential Procurement Policy Framework Act 2000 (PPPFA), the Preferential Procurement Regulations 2022 (PPR 2022), KZN Department Preferential Procurement Regulation Policy 2023, SCM Policy and Delegations. The Special Conditions of Contract (SCC) are supplementary to that of General Conditions of Contract (GCC). However, where the Special Conditions of Contract conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.
- b) 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 Department and the Contractor regarding the contract shall be settled through Arbitration Processes or the Courts of the Republic of South Africa. The Contractor shall comply, but not limited to, with the following relevant legislation:
 - c) Bargaining Council for Contract Cleaning Services Industry BCCCI – KZN regulations
 - d) Patients' Rights Charter
 - e) The National Core Standards Latest Edition.
 - f) Occupational Health and Safety Act 85 of 1993
 - g) Environment Conservation Act 73 of 1989

- h) National Environmental Management Waste Act 59 of 2008
- i) Health Care Risk Waste Regulations published in terms of the Waste Act
- j) The Compensation for Occupational Injuries and Diseases Act (Act no 103 of 1993).
- k) And other related legislation.

SECTION I: 2
CONDITIONS OF BID

A) ADDITIONAL BID REQUIREMENTS

1. SUBMISSION OF BID

- a) Each bid must be submitted in a separate, sealed envelope or suitable cover on which at least the following is clearly visible:
 - i. The bid number and description of the required goods or services;
 - ii. The registered name of the bidder;
 - iii. Contact details of the bidder (telephone, email, and physical address)
- b) Bidders must initial each page of the documents submitted.

2. ACCEPTANCE OF A BID

- a) This Bid will be evaluated and adjudicated in terms of Kwazulu-Natal Department of Health SCM Policy and Delegations. The Department of Health Bid Adjudication Committee (DBAC) is under no obligation to accept any bid.
- b) Bidders must note that the Department is committed in ensuring compliance with the government's principles of, inter alia; promoting employment and advancing the social and economic welfare of all South Africans and promoting equitable participation of small and medium-sized enterprises in government projects/contracts. The Department shall, where appropriate, strive to avoid creating a monopoly by any service provider over the projects.
- c) The Department will enter into Service Level or Contract Agreement(s) with the successful bidder(s).
- d) Due to the high volume of bids normally received at the closing date and time, it is not possible for the Department to perform the public opening of bids and reading out prices offered at the closing of the bid. However, the bid opening register will be published on the Department of Health's website and on e-Tender Portal.
- e) The Department reserves the right to increase or decrease the number of Cleaning personnel (workers) as reflected on the deployment schedule or price pages. Should any information come to light after the advertisement of the bid, but before commencement of the contract. However, the BCCCI aligned rates per cleaner will remain the same, even if there is a change in the number of cleaners.

3. LATE BIDS

- a) Bids are permissible to be submitted prior to closing date and time this is to avoid unfortunate or unplanned circumstances that could prevent the bidder from arriving on time during the closing date. If the bidder fails to arrive on time the department will not be held liable, to accept late bids.
- b) Bids are late if they are received at the address indicated in the bid documents after the closing date and time.

4. ONLY ONE OFFER RECEIVED

- a) Where only 1 offer is received, the Department of Health will determine whether the price is fair, market related and reasonable. Proof of reasonableness will be determined as follows:
 - i. Use cost estimates issued by Bargaining Council for Contract Cleaning Services Industry BCCCI or National Contract Cleaners Association (NCCA) – KZN, as well as benchmarked calculations by the Department in all cases, comparison with previous bid prices where these are available.

5. MORE THAN ONE OFFER/ COUNTEROFFERS

- a) Bidders' attention is drawn to the fact that counter offers with regards to any of the abovementioned Special Conditions of Contract will invalidate such bids.

6. EQUAL BIDS

Note: It must be noted that this bid is for allocation of the awarded service provider per institution , however should there be a need to decide on equal bids the following process will be adopted:

- a) 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 Specific Goals.
- b) If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

7. VALIDITY PERIOD OF BID AND EXTENSION THEREOF

- a) The validity (binding) period for the bid will be 180 days from close of bid. 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. Should the bidder be sent request for extension of validity period and no response received, it will be deemed as an acceptance of the extension.

8. AWARD OF BID(S)

- a) The Department reserves the right not to award this bid.
- b) This bid will be subjected to the evaluation, probity, adjudication, and approval process.

9. STATE EMPLOYEES TRADING WITH ORGANS OF THE STATE

- a) The Public Service Act 103 of 1994 indicates in section 30(1) that "No employee shall perform or engage himself or herself to perform remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department."

- b) Furthermore, in terms of the Public Service Regulations paragraph 13(c), “An employee shall not conduct business with any organ of state or be a director of a public or private company conducting business with an organ of state, unless such employee is in an official capacity as a director of a company listed in schedule 2 and 3 of the Public Finance Management Act”
- c) If a bidder is found to be employed by the state, through the verification via acceptable means, the bid will be immediately disqualified.
- d) If it is discovered during other Computer Assisted Audit Techniques (CAATS), that the bidder is employed by the state, the award may be withdrawn, or contract may be terminated without notice.

10. COMPLIANCE WITH TAX REQUIREMENTS

- a) It is a condition of this bid that the tax matters of the successful bidder(s) are in order (compliant status) with the South African Revenue Service (SARS) at the time of closing of this bid and also immediately prior to any confirmation of award by the appropriate committee or official.
- b) The Tax Compliance status requirements are also applicable to potential foreign bidders / individuals who wish to submit a bid.
- c) The tax status of the bidder will be determined via the CSD or any other means that the National Treasury may determine in the future.
- d) If the bidder is awarded the contract, it is his or her responsibility to ensure tax matters are compliant, the bidder will be in breach of contract if tax matters are non-compliant during the execution and duration of the contract.

11. VALUE ADDED TAX (VAT)

- a) Bidders who make taxable supplies in excess of R1 million in any 12-month consecutive period are liable for compulsory VAT registration, but an entity may also choose to register voluntarily provided that the minimum threshold of R50 000 (as of 1 March 2010) has been exceeded in the past 12-month period. Bidders who meet the above requirement must register as VAT vendors, if successful, as soon as possible to avoid penalties from SARS.
- b) The **Non-VAT** paying bidder's should anticipate that when this contract is awarded, it will lead to the contracted supplier complying with SARS VAT requirements and ultimately becoming a vat vendor. Therefore the bid price calculation must be inclusive of all applicable taxes that could be paid during the tenure of the contract.
- c) **VAT will not be included after an award of the bid** or during contract management period. It is the responsibility of every bidder to correctly forecast whether they will require to register for VAT during the life of this contract based on the proposed bid amount.
- d) The Department reserve a right to verify if Non-VAT paying suppliers have factored all applicable taxes in their bid document, as part of risk management, those bidders who have failed to do so will be treated as non-responsive and disqualified.

12. CHANGE OF ADDRESS

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

(B) CONDITIONS OF CONTRACT

1. INVOICES AND PAYMENTS

- a) All invoices must be submitted in the original format.
- b) All invoices submitted by the Contractor must contain the word "INVOICE" for non-VAT vendors or "TAX INVOICE" for VAT vendors only. VAT number must be reflected for VAT vendors.
- c) A tax invoice shall be in the currency of the republic of South Africa and shall contain the following particulars:
 - 1. The name, address and registration number of the supplier;
 - 2. The name and address of the recipient;
 - 3. An individual serialized number and the date upon which the tax invoice is issued;
 - 4. The contract number for the service that was rendered;
 - 5. A description of the goods or services supplied;
 - 6. The quantity or volume of the goods or services supplied
 - 7. The value of the supply, the amount of tax charged and the consideration for the supply; or
 - 8. 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.
- d) A Contractor shall be paid by the institution concerned, in accordance with supplies delivered and services rendered. The goods must be accepted and signed off by the relevant delegated official.
- e) 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. Where discounts or rebates received by the Department, the Contractor to provide credit note.
- f) 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 Accounts Payable;
 - ii. Failing all of the above, the Contractor must contact the Chief Director: Accounting Services supplying the following details:
 - i. Name/s of person/s contacted at the Institution and dates; and
 - ii. Details of outstanding account.
 - iii. The Chief Director: Accounting Services will then take the appropriate action.

2. ENTERING OF HOSPITAL/CLINIC STORES

- i. No representative from a company shall be permitted to enter the hospital/clinic premises, buildings or containers where stores are kept unless he/she is accompanied by the responsible official in charge of stores. Before entering the hospital/clinic premises, buildings or containers where stores are kept, the company representative must in writing, motivate why entry is necessary and written authority must be obtained to enter from the Head of the Institution or delegated official.

3. DEPARTMENTAL PROPERTY IN POSSESSION OF A CONTRACTOR

- i. The Department's property supplied to a Contractor for the execution of a contract remains the property of the Department and shall at all times be available for inspection by the Department or its representatives. Any such property in the possession of the Contractor on the completion of the contract shall, at the Contractor's expense, be returned to the Department forthwith.
- ii. The Contractor shall be responsible at all times for any loss or damages to the Department's property in his possession and, if required, he shall furnish such Cleaning for the payment of any such loss or damages as the Department may require.

4. IRREGULARITIES

- i. 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.

5. CONTRACTOR'S LIABILITY

- i. In the event of the contract being cancelled by the Department in the exercise of its rights in terms of these conditions, the Contractor shall be liable to pay to the Department any losses sustained and/or additional costs or expenditure incurred as a result of such cancellation, and the Department shall have the right to recover such losses, damages or additional costs by means of set-off from moneys due or which may become due in terms of the contract or any other contract or from guarantee provided for the due fulfilment of the contract and, until such time as the amount of such losses, damages or additional costs have been determined, to retain such moneys or guarantee or any deposit as Cleaning for any loss which the Department may suffer or may have suffered.
- ii. The Contractor may be held responsible for any consequential damages and loss sustained which may be caused by any defect, latent or otherwise, in supply or service rendered or if the goods or service as a result of such defect, latent or otherwise, does not conform to any condition or requirement of the contract.
- iii. The Service Provider hereby indemnifies and holds the Department harmless against –
 - a) Loss of property;
 - b) Liability in respect of any damage to property, whether movable or immovable, belonging to third parties and on the premises of the Department; and
 - c) Liability in respect of death of, unlawful arrest, injury, illness or disease to any person connected to the rendering of the Cleaning services.

- iv. The Department 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.
- v. Should a third-party institute a claim relating to the Cleaning services rendered by the Service Provider in terms of this Agreement against the Department or any of its employees acting within the course and scope of their duties and employment, the Service Provider shall indemnify the Department and any of its employees against such a claim and shall hold them harmless against any such claim.

6. INSURANCE

- i. The Department 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. The Service Provider will not be allowed to render any Cleaning service to the Department without such a policy. Failure to provide such a policy will result in the Agreement being terminated. 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. The policy should be existent before the commencement of this Agreement between the parties and should be for the duration of the Agreement. The service provider shall –
 - a) Ensure that the monthly policy premiums are duly paid;
 - b) Submit proof of such payment to the Department; and
 - c) Ensure that the policy remains valid for the duration of the agreement and does not lapse.
- ii. 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.
- iii. Any insurance policies taken out by Contractor to cover goods delivered or services rendered for a contract must be taken out with a company registered in South Africa in terms of applicable insurance and companies acts.
- iv. The Contractor must ensure that the insurance remains in force throughout the contract period.
- v. In the event that the Department requests for such Certificate of Insurance, the Contractor shall submit such Certificate within 5 business days.

7. PATENTS

- i. The Contractor shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trademarks or other protected rights, and hereby indemnifies the Department against any claims arising there from.

8. OFFERING OF COMMISSION OR GRATUITY

- i. If the Contractor, or any person employed by him, is found to have either directly or indirectly offered, promised or given to any office bearer of the Department or person in the employ of the Department, any commission, gratuity, gift or other consideration, the Department shall have the right, summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss or additional cost or expenses, to cancel the Contract without paying any compensation to the Contractor.

9. CONFIDENTIALITY

- i. 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.

10. SUPPLIER PERFORMANCE AND CONTRACT MANAGEMENT

a. UNSATISFACTORY PERFORMANCE

In amplification of paragraph 21; 22 and 23 of the GCC, unsatisfactory performance occurs when performance is not in accordance with the contract conditions.

The institution shall warn the Contractor by registered/certified mail or email 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, take necessary and appropriate action such as termination of contract in terms of its delegated powers.

When correspondence is addressed to the Contractor, reference will be made to the contract number/item number/s and an explanation of the complaint.

b. FAILING TO ATTEND PERFORMANCE OR COMPLIANCE REVIEW MEETINGS

The contracted supplier or its representative will be expected to attend performance review meetings arranged by the institution or department, this includes ad-hoc or special meetings that will be called to address issues of compliance with contractual obligations. Should the contractor fail to attend meetings without any reasonable explanation, the Department shall be entitled to terminate the contract within twenty four (24) hours for life threatening situations or by giving at least 30 days' notice.

c. RESTRICTION OF FUTURE BIDDING

In the event that a service provider defaults in the rendering of the services as per the contract, the Department reserves the right to terminate the contract and the Accounting Officer may request the National Treasury to restrict the service provider from doing business or trading with the state. The restriction will be based on Treasury applicable SCM legislation or policy at the time of the offence.

d. WAIVER

- i. The granting by any party of any indulgence or postponement shall not be a waiver of its rights arising from this contract to demand full and specific performance of the contract.
- ii. No favour, delay or relaxation or indulgence on the part of any party in exercising any power or right conferred on each party in terms of this contract shall operate as a waiver of such power or right nor preclude any other or further exercises thereof or the exercise of any other power or right under this contract.

e. BREACH

- i. In the event of the Contractor committing a breach of a provision of this agreement and failing to remedy such breach within 24 hours, the Department shall be entitled to immediately cancel the relevant portion of the agreement, or to cancel the whole agreement by notice in writing to the Contractor.
- ii. If the Contractor and/or any member of its 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 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 from time to time as 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 whilst on duty.
 - j) To timeously report incidents or to submit reports as provided for in this agreement.
 - k) To timeously complete pocket and/or occurrence books.
- iii. To have a valid firearm license/permit available when reporting for duty. Any of the above shall be immediately reported to the Department by telephone, and as soon as practically in writing 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 Department in terms of this agreement is adversely affected, it shall be dealt with by the Department.
- iv. Should the Contractor act in conflict with or fail to comply with any statutory provisions, regulations, by-laws, rules or program contemplated 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.

f. SEVERABILITY

- i. The finding of any invalidity to any provision of the contract shall not render the whole contract a nullity. A court of law or arbitrator may sever the invalid provision and the remainder of the contract shall remain enforceable.

g. PENALTY CLAUSE

- i. The Department shall implement penalties in terms of performance management for Cleaning Services. The details of the penalties will be discussed with the Service Provider and incorporated into the Service Level or Contract Agreement upon award.

h. REMEDIES IN THE CASE OF DEATH, SEQUESTRATION, LIQUIDATION OR JUDICIAL MANAGEMENT

- i. In the event of the death of a contractor or the provisional or final sequestration of his/her/their estate or of his/her/their cession or transfer of a contract without the approval of the Department or of the surrender of his/her/their estate or of his/her/their reaching a compromise with his/her/their creditors or of the provisional or final liquidation of a contractor's company/closed corporation or the placing of its affairs under judicial management, the Department may, without prejudice to any other rights it may have, exercise any of the following options:
 - a) Cancel the contract and accept any of the bids which were submitted originally with that of the contractor or any offer subsequently received to complete the contract. In such a case the estate of the contractor shall not be relieved of liability for any claim which has arisen or may arise against the contractor in respect of supplies not delivered or work not carried out by the contractor, under the contract.
 - b) Allow the executor, trustee, liquidator or judicial manager, as the case may be, for and on behalf of and at the cost and expense of the estate of the contractor to carry on with and complete the contract.
 - c) For and on behalf of and at the cost and expense of the estate of the contractor, itself carry on with and complete the contract and in that event the Department may take over and utilize, without payment, the contractor's tools, plant and materials in whole or in part until the completion of the contract.
- ii. Executor, trustee, liquidator or judicial manager of the contractor's estate and should the said executor, trustee, liquidator or judicial manager fail within 14 days of the dispatch of such notice to make provision to the satisfaction of the Department for the fulfilment of such requirements, or should no trustee, liquidator or judicial manager be appointed within 14 days of the occurrence mentioned in paragraph 2.28.1.(a), the Department may apply any remedy open to it in terms of the contract as if a breach thereof had taken place.
- iii.

i. FIRM PRICES AND PRICE ESCALATIONS

This bid requires that all bid prices offered are firm for the contract period, subject to the following conditions.

- a) **The prices for wages shall automatically increase based on the annual Sectorial Determination for cleaning services or circular issued by Bargaining Council for Contract Cleaning Services Industry BCCCI – KZN regulations**
- b) The price increase or adjustment for chemicals, detergents, other consumables, overheads and profit for this contract, will be based on request supported by motivation, quotations from manufactures and statistical information, this shall not exceed applicable Consumer Price Index. The request can only be submitted at an anniversary of the contract and will not be automatic, unless exceptional circumstances exist.

j. EXPANSION AND VARIATION OF CONTRACT

Depending on exceptional circumstances prevailing at the time, this contract maybe be expanded or varied, should the department wish to expand or variate the contract, this will be communicated with the contracted supplier to accept or reject. The expansion and variation of contract is outlined on the applicable SCM Legislation or Department SCM Policies.

k. CESSION OF CONTRACT

The Contract will be personal to the winning bidder, who shall not sub-let, assign, cede or make over the Contract or any part thereof, or any share of interest therein, to any other person without the written consent of the Department, and on such conditions as it may approve.

C) OTHER BID-SPECIFIC REQUIREMENTS

a. VALID CERTIFICATE OF REGISTRATION BCCCI – KZN

- i. A copy of valid certificate of registration indicating that the Service Provider is registered with the Bargaining Council for Contract Cleaning Services Industry must accompany the bid document, should the bidder fail to submit valid BCCCI – KZN certificate of registration the offer will be treated as non-responsive and invalidated.
- ii. The Department reserves a right to verify the authenticity of the Certificate with the Bargaining Council for Contract Cleaning Services Industry.
- iii. 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 bidders. 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.

b. COMPLIANCE WITH BCCCI OR DEPARTMENT OF EMPLOYMENT AND LABOUR INSTRUCTIONS OR NOTICES

- i. The contractor shall comply with the BCCCI or Department of Employment and Labour instructions, notices, inspections that regulates working conditions for the cleaning industry.
- ii. The Contractor must make available salary advice slips, certified training certificates, certified copy of identification, proof of payment to provident fund and UIF, to a representative of the Department or BCCCI or Department of Employment and Labour when requested.
- iii. The contractor must make available the outcome of any disciplinary hearing to the representative of the Department.
- iv. Failure to comply with the abovementioned requirements will result in the Department reporting the Contractor to BCCCI and the Department of Labour
- v. The Department will consider termination of the contract after it has used all alternative dispute resolution processes to rectify non-compliance to the BCCCI or Department of Employment And Labour Notices And Gazzete.

c. BREAKDOWN OF LABOUR COST

The bidder must ensure that the price breakdown of labour cost include provision of the below items:

- ✓ Actual wage rate cost per month (calculate based on BCCCI hourly rate effective from 1 March 2025)
- ✓ Annual bonus – paid during the month of December
- ✓ Unemployment Insurance Fund (UIF)
- ✓ Compensation For Occupational Injuries & Diseases Act (COIDA)
- ✓ Provident Fund
- ✓ Annual Leave (Normal)
- ✓ Annual Leave (4th Week)
- ✓ Absent / Sick Days / Maternity / Family Responsibility Leave
- ✓ Uniforms / Overalls
- ✓ Services SETA 23 – Cleaning Chamber
- ✓ NCCA Levy
- ✓ Severance Pay
- ✓ Bargaining Council Levy
- ✓ Maternity Leave
- ✓ Night Shift Allowance
- ✓ Sunday time
- ✓ Payment of public holiday
- ✓ Other envisaged incidental cost (if applicable)

NOTE:

- a) Bidders are advised to use a guide to the fundamentals of estimating and tendering for contract cleaning work issued by NCCA.
- b) Should the breakdown of labour cost indicate that the cost is below the Department Bid Price benchmark, the offer submitted will be rejected as non-responsive.

d. CODE OF CONDUCT

- i. The Department may delegate to any person, any of its 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.
- ii. The Contractor shall exercise adequate supervision over the service at each cleaning site or shall be represented by a representative having full power and authority on behalf of the Contractor. Such representative shall be competent, 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.

- iii. The Contractor shall at all times be responsible and liable for the acts and omissions of its 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.

e. REMUNERATION AND ALLOWANCES

- i. The Contractor shall acquaint itself 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.
- ii. 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.
- iii. The Contractor shall remain solely responsible for the payment of all costs pertaining to personnel, including but not limited to salaries, bonuses, provident fund contributions, benevolent fund contributions, medical fund contributions and insurance premiums. Failure to comply with this requirement will result in the Department reporting the Contractor to the Department of Labour.
- iv. Salaries payable by the Contractor to its 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 advice from the employees of the Contractor at any given time.
- v. 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 Department that these payments have in fact been made.
- vi. Training shall be provided to the Contractor's personnel before the commencement date to ensure that the personnel will immediately be qualified to perform their services to the level of professional efficiency required by the Department.

f. FAILURE TO MEET ALL STATUTORY OBLIGATIONS

- i. Failure to pay over all the prescribed statutory obligations, and where payment has been paid over by the department to the service provider, will be considered to be fraudulent activity and also a material transgression of the contract agreement by the service provider. The department reserves the right to request proof of disbursement of any funds in line with all statutory obligations.

g. DISCIPLINARY MEASURES

- i. Cleaning personnel provided by the Contractor shall in addition to this contract be subject to the Department's Code of Conduct.
- ii. A breach of discipline or any negligence of duty on the part of a member of the Cleaning personnel provided by the Contractor in terms of this agreement shall be dealt with immediately by the Contractor's management.
- iii. The Contractor shall notify the Department, in writing, of any such breach, failure or negligence that takes place

- by any personnel of the Contractor.
- iv. The Contractor shall notify the Department in writing of the outcome of any such disciplinary proceedings.
 - v. 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.
 - vi. In the event of the Department not being satisfied by the performance of any member of the Contractor's personnel in terms of this agreement, the Department shall notify the Contractor in writing thereof. The Contractor shall forthwith remove the abovementioned personnel from any duties related to this contract and replace such officer with a suitably trained Cleaning officer.
 - vii. The personnel of the Contractor who are replaced at the Department's request shall thereafter not be used at any other site of the Department without the prior written consent of the Department.
 - viii. Cleaning personnel must be in full uniform with identification and in possession of serviceable equipment when posted for duty.
 - ix. The Contractor shall at its cost procure, acquire, install, and maintain in good and safe working order all equipment and shall have no claim based on enrichment or for compensation, or reimbursement or of any other nature whatsoever, against the Department.

h. INTIMIDATION

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

i. REPORTING OF INCIDENTS AND REPORTS

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

j. PUBLIC LIABILITY

- i. Proof of Public Liability Insurance to the value of R5 million must be submitted to contract management, at the time of signing of the service level agreement.

k. UIF / COIDA / PROVIDENT FUND

- i. The successful Service Provider shall submit a list of all employees being registered for UIF, COIDA and Provident fund within 30 days of commencement of contract to the Department Cleaning Services. Failure to

submit this information will result in the termination of the contract. The Department reserves the right to verify this information. The successful service provider will be required to submit this information quarterly during the entire duration of the contract.

I. FIREARMS

- i. No employee is permitted to carry fire arm within the premises of the department.

m. DISPUTE RESOLUTION

- i. If any dispute arises between the Department and Contractor, in connection with the Specification and deliverables, either party may give the other notice in writing of the existence of such dispute, and the same shall thereupon be referred to arbitration in South Africa by a person mutually agreed upon by both parties. The submission shall be deemed to be a submission to arbitration within the meaning of the terms of the arbitration laws in force in the Republic of South Africa.

n. DOMICILLIA CITANDI ET EXECUTANDI

- i. For the purpose of this contract, the parties choose their respective domicillia citandi et executandi as follows:

The Department Physical and Postal Address:

Department Name	The KwaZulu-Department of Health
Physical Address	Natalia Building, 330 Langalibalele Street, Pietermaritzburg, 3201
Postal Address:	Private Bag X9051, Pietermaritzburg, 3200
Telephone numbers	033 – 395 2111
Telefax:	Nil

The Contractor or Bidder Physical and Postal Address:

Bidder/ Contractor Name	
Physical Address	
Postal Address:	
Telephone numbers	
Telefax:	
Email Address	

- ii. The parties hereby choose domicilium citandi et executandi for all notices and processes to be given and served in pursuance hereof at their respective addresses given on the first page of this Contract. Any notice of any change in such address shall be given in writing by the parties concerned and delivered by hand or sent by registered mail to the other party, upon notification of which address so notified shall serve as the new citandi et executandi.

- iii. A party may at any time change that party's domicile by notice in writing, provided that the new domicile is in the Republic of South Africa and consists of, or includes, a physical address at which the process can be served.
- iv. Any notice to a party:
 - a) Sent by prepaid registered post in a correctly addressed envelope, to it, shall be deemed to have been received on the 7th (seventh) day after posting unless the contrary is proved);
 - b) Delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its domicile, shall be deemed to have been received on the day of delivery; or
 - c) Sent by telefax or email to its chosen telefax or email number, shall be deemed to have been received on the date of dispatch (unless the contrary is proved).

SECTION I: 3:
EVALUATION CRITERIA

There are **two (2)** main phases in the selection process, namely:

PHASE 1: Administrative, Compulsory Requirements and Mandatory Compliance

PHASE 2: Price and Preference Points (Specific Goals)

PHASE 1: ADMINISTRATIVE OR COMPULSORY REQUIREMENTS AND MANDATORY COMPLIANCE

No.	Document Name	Included in the published bid document? (Yes/No)	To be returned by bidder? (Yes/No)
ADMINISTRATIVE OR COMPULSORY REQUIREMENTS			
1.	PART A: INVITATION TO BID (SBD1)	Yes	Yes
2.	PART B: TERMS AND CONDITIONS FOR BIDDING (SBD1)	Yes	Yes
3.	SECTION A: SPECIAL INSTRUCTIONS REGARDING COMPLETION OF BID	Yes	Yes
4.	SECTION B: AUTHORITY TO SIGN THE BID	Yes	Yes
5.	SECTION C: CENTRAL SUPPLIERS DATABASE: REGISTRATION AND DECLARATION OF CORRECTNESS OF INFORMATION	Yes	Yes
6.	SECTION D: SITE BRIEFING (SEE ANNEXURE B)	Yes	No
7.	SECTION E: BIDDERS DISCLOSURE (SBD4)	Yes	Yes
8.	SECTION F: THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME (SBD5)	Yes	No
9.	SECTION G: PREFERENCE POINTS CLAIM FORM (SBD 6.1)	Yes	Yes
10.	SECTION H: GENERAL CONDITIONS OF CONTRACT (GCC)	Yes	Yes
11.	SECTION I: SPECIAL CONDITIONS OF CONTRACT (SCC)	Yes	Yes
12.	SECTION J: SCOPE OF SERVICE (SPECIFICATIONS)	Yes	Yes
13.	SECTION K: PRICING SCHEDULES	Yes	Yes
MANDATORY COMPLIANCE			
14.	Valid Copy BCCCI-KZN Certificate of Registration with registration number, date of issue and validity period. The Department reserves a right to verify the registration certificate submitted through BCCCI, any fraudulent certificate will automatically disqualify the bid.	No	Yes
15.	A Valid Letter of Good Standing issued by Department of Employment and Labour (DOL)	No	Yes
16.	A detailed and signed letter from your registered Accounting Officer (Accountant) confirming that your company, will have access to financial support or capital for at least R1 million or more, to serve as a startup for the contract, the letter must include verifiable details of where these funds will be made available from. The Accounting Officer (Accountant) signing the letter must submit copy of his or her verifiable Professional registration certificate.	No	Yes
17.	Submit detailed breakdown of Labour Cost for GJGMH , use rates as guided by NCCA, effective 1 March 2025. The Department will verify labour cost bid price submitted by using its benchmark figure already discussed with BCCCI, any labour cost lower than benchmarked figure will be treated as non-responsive and disqualified.	No	Yes

No.	Document Name	Included in the published bid document? (Yes/No)	To be returned by bidder? (Yes/No)
18.	To manage risk, to avoid underpayment of workers, avoid bidders claiming of unreasonably low profit, the bidder is instructed to ensure that the bid price for overheads is not less than 5% of the Labour Cost per month and bid price for profit is not less than 10% of the labour cost per month. Should the price be less the bid will be regarded as non-responsive and will be disqualified.	No	Yes (Calculate on the Price Schedule)
19.	The bidder is required to submit Project Rollout Plan covering the following elements a) Project scope and objective b) Human Resource Management and Control c) Training of Cleaning staff d) Resource allocation (Cleaning Equipment and Consumables) e) Cleaning Schedules f) Compliance with Cleaning Protocols and Governance g) Quality Control h) Monitoring of Performance i) Process to address client concerns and issues	No	Yes
CONTRACT ADMINISTRATION COMPLIANCE			
19.	A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (For EMEs& QSEs). THIS APPLICABLE TO THE AWARDED SUPPLIER DURING CONTRACT STAGE.	No	Yes
20.	DURING CONTRACT STAGE, THE WINNING BIDDER WILL BE REQUIRED TO SUBMIT PUBLIC LIABILITY INSURANCE,	No	Yes

Note: Should your bid document fail to comply with Phase 1 requirements, it will be treated as non-responsive, disqualified, and will not progress to the next evaluation phase.

PHASE 2: PRICE AND PREFERENCE POINTS

The value of this bid is estimated to exceed R 50 000 000 or not to exceed R 50 000 000 (inclusive of all applicable taxes), therefore either the 90/10 or 80/20 preference point system will apply.

CATEGORY	POINTS	POINTS
PRICE	90	80
SPECIFIC GOALS	10	20
Total points for Price and must not exceed	100	100

The Department has identified the following Specific Goal:

Specific Goal	Number of Points allocated	Proof To Claim Specific Goal (Returnable Documents)
RDP Goals: In terms of Departmental Preferential Procurement Regulation Policy 2023, 10/20 full points for specific goals will be allocated to companies at least 51% owned by Youth	10 or 20	- Ownership Certificate issued by the Companies and Intellectual Property Commission (CIPC), as well as Identity (ID) copies for all company Directors. - The Department will download CSD to verify CIPC and ID information provided . - The Department reserve a right to use other alternative Computer Assisted Technics to verify information provided.
NOTE: Should a responsive bidder fail to submit proof to claim points, as stated above this will not result in disqualification, however the bidder will not be awarded points for specific goals.		

SECTION J:

SPECIFICATION FOR OUTSOURCED CLEANING OF BUILDING AND OFFICES SERVICES

NAME OF INSTITUTION	GJGM HOSPITAL
CONTRACT NUMBER	ZNB 3000/GJM/2025-H
DESCRIPTION OF SERVICE	PROVISION OF CLEANING OF BUILDINGS AND OFFICES AT GENERAL JUSTICE GIZENGA MPANZA HOSPITAL (GJGM) FOR A PERIOD OF THREE (3) YEARS.
HOURS OF ATTENDANCE MUST BE ➤ MONDAY TO SUNDAY INCLUSIVE OF PUBLIC HOLIDAYS ➤ MONDAY TO FRIDAY EXCLUSIVE OF PUBLIC HOLIDAYS IN OFFICES ➤ OR AS AND WHEN SPECIFIED BY THE INSTITUTION	
Shift	Time
Monday to Friday (Ordinary Work)	07h00 to 16h00 (8 hours of work allocated per facility requirements)
Monday to Sunday (Day shift)	06h00 to 18h00 (including weekends and public holidays, 11 hours of work allocated per facility requirements)
Monday to Sunday (Night shift)	18h00 to 6h00 (including weekends and public holidays, 11 hours of work allocated per facility requirements)
CONTRACT DURATION	Three (3) Years .
NUMBER OF CLEANERS REQUIRED:	73 (Subject to expansion and variation where applicable)
DATE OF SITE MEETING (BRIEFING) IF APPLICABLE	PER SITE BRIEFING SCHEDULE DATE & VENUE, INCLUDING SIGNING OF SITE & STAMPING OF SITE BRIEFING CERTIFICATE

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

- Lunch/ meals/ teas breaks will be negotiated with the Institutional Management. Hours of attendance stipulated above may change as a result thereof.
- 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 where applicable 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 equipment 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.	a. 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 Prevention and Control Protocols (IPC), National Core Standards (NCS) as well as Health and Safety Regulations; b. 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; c. 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; d. 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; e. All inside facing windows and window panes and where possible out-facing windows and window panes must be cleaned using a cleaning detergent on a monthly basis. The contractor must adhere to Health and Safety Regulations; f. 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; g. Door mats must be dusted out daily, washed weekly and when necessary, depending on traffic on the mat material; h. 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; i. 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; j. 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; k. Leaking taps, urinals and cisterns must also be urgently reported to the attention of the Maintenance Division at the Institution in writing and verbal; l. Blood or body fluid spillages must be cleaned promptly as per Infection and Prevention Control Protocols.
1.2.	VERANDAS
1.2.1.	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 (RESILIENT FLOORS (P.V.C. TILES, VINYL, LINOLEUM, SEALED WOOD ETC.))
1.3.1.	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.
1.3.2.	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.
1.5.	STRICT ADHERENCE TO IPC STANDARDS AS PER IPC GUIDELINES IN 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.	STRICT ADHERENCE TO IPC STANDARDS AS PER IPC GUIDELINES IN 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.	STRICT ADHERENCE TO IPC STANDARDS AS PER IPC GUIDELINES IN 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.	STRICT ADHERENCE TO IPC STANDARDS AS PER IPC GUIDELINES IN 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.	STRICT ADHERENCE TO IPC STANDARDS AS PER IPC GUIDELINES IN 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.	STRICT ADHERENCE TO IPC STANDARDS AS PER IPC GUIDELINES IN 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.	STRICT ADHERENCE TO IPC STANDARDS AS PER IPC GUIDELINES IN TOILETS, BATHROOMS, SLUICE ROOMS AND CHANGEROOMS
Basins/Hand basins	
1.11.1.	Daily, clean with hard surface cleaner without ammonia (SABS approved) and rinse using a green disposable colour coded cloth.
1.11.2.	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.
1.11.3	Clean with a (SABS) approved bath cleaner without ammonia daily and when necessary using IPC guideline.
Baths	
1.11.4.	Bathroom must be cleaned using detergent and water daily and when necessary.
1.11.5.	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.
1.11.6	Clean with a (SABS) approved bath cleaner without ammonia daily and when necessary using IPC guideline.
Lavatories Toilets	
1.11.7.	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.
1.11.8.	Damp dust the toilet pipes daily.

1.11.9	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.
1.11.10	Toilet surface must be deep clean. Deep cleaning must be done during night duty under supervision.
Lavatories Urinals	
1.11.11.	Remove any visible blockage in urinal/s twice daily and when necessary. Damp dusts wipes and dry pipes and flushing mechanisms.
1.11.12.	Maslin mop step of floor at urinal with recognised disinfectant twice daily or as when necessary.
1.11.13	Remove mineral deposits from gullies and drains weekly using a recognised disinfectant.
1.11.14	Mop daily using detergent and water. Seats must be wet wiped and lid, cistern, pipes twice a day and when necessary.
Lavatories Sinks	
1.11.15	Clean daily and when necessary using hard surface cleaner (SABS approved) without ammonia.
Lavatories Showers	
1.11.16	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.
Lavatories Sluice Rooms	
1.11.17.	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.
1.11.18	Damp dust the sluice pan pipes daily.
1.11.19	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.
1.11.20	The Sluice Pan surface must be steam deep clean. Deep cleaning must be done during night duty under supervision.
1.11.21	Bed Pans and urinals must be cleaned daily and soaked as per IPC Protocols.
1.11.22	Basins must be washed according to IPC protocols.
1.11.23	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. CLEANING EQUIPMENT, MATERIAL AND MACHINERY

- 4.1. The costing or pricing for below cleaning equipment, material and machinery is excluded from the facility Bid price schedule, however the winning bidder or contracted supplier, will meet representative of the Institution Management to decide which items are required to execute the contract. The contracted supplier will be expected to submit at least three quotations per each category of items to be procured, the quotation will be checked and approved by the representative of the Institution Management and procured as a once off purchase or as an when required. Before any payment is made, it is the responsibility of the representative of the Institution Management to ensure that goods are delivered in good order. It is the responsibility of the contracted supplier to ensure that equipment to be procured is of good quality, since these items will be owned, safeguarded, maintained and insured by the awarded bidder for a period of three (3) years. Should the procured item/s be stolen or lost or damaged during the duration of the contract, the awarded or contracted supplier will be responsible for replacement without any cost to the department.

ITEM	DESCRIPTION OF ITEM	ESTIMATED QUANTITY REQUIRED
1.	VACUUM CLEANERS INDUSTRIAL AND WET VACUUM PICK UP (WET AND DRY VACUUM CLEANER)	As and when required to execute the contract
2.	FLOOR POLISHER AND BRUSHES	
3.	SCRUBBING MACHINES AND BRUSHES	
4.	STRIPPING MACHINES AND BRUSHES	
5.	VIPER MACHINE	
6.	TWO WAY BUCKET SYSTEM WITH WRINGER 20 LT	
7.	JANITOR TROLLEY WITH ACCESSORIES	
8.	STEPLADDERS (SHORT, MEDIUM AND LONG)	
9.	WET FLOOR SIGNS/ CAUTION FLOOR SIGNS	
10.	HOSE PIPES	
11.	HIGH PRESSURE CLEANER	
12.	WINDOW AND FLOOR SQUEEGEES	
13.	ADJUSTABLE TELESCOPIC POLES	
14.	SPRAY BOTTLES FOR DECANTING TO BE LABELLED ACCORDINGLY	
15.	SEALING APPLICATOR	
16.	FLOOR POLISH APPLICATOR	
17.	LAMP WOOL APPLICATOR	
18.	DUSTING BUCKETS COLOUR CODED	
19.	BROOMS FOR COURTYARDS AND VERANDAS'	
20.	MOP SWEEPER AND SOFT PLATFORM BROOMS	
21.	DUST PANS	
22.	GOGGLES	
23.	BOOTS AND SHOES SAFETY	
24.	APRONS PLASTIC COLOUR CODED (YELLOW, WHITE, RED AND BLUE)	
25.	SHE BIN LINERS POLYTHEME SANITISE AND DEODORISED	
26.	MASKS	
27.	GLOVES NON-STERILE DISPOSABLE AND ELBOW LENGTH CHEMICAL DISPOSABLE GLOVES	
28.	CLOTH DUSTING COLOUR CODED (YELLOW, RED, BLUE, GREEN, WHITE)	
29.	OTHER EQUIPMENT, MATERIAL AND MACHINERY	

Note:

- i. The proof of cleaning equipment procured by the service provider must be verified by the Institutional Management before processing payments.
- ii. Once, the bid has been awarded, the Department reserve a right to request invoices or quotations from the Original Equipment Manufacturer or authorized distributors or dealers, upon receiving this information then re-negotiate quotation price and align it to market related prices.
- iii. The Institution Management may opt to supply directly items such as goggles, boots and safety shoes, masks, aprons, she bin liners, cloths and gloves as part of its strategy for cost minimization or internal control management.
- iv. The prices must be fair, economical and market related.

5. CLEANING CHEMICALS, DETERGENTS AND OTHER CONSUMABLES

The bidder is expected to attend site briefing and estimate monthly quantities and cost for the below cleaning chemicals, detergents and other consumables, as stipulated for **GJGMH** bid pricing schedule, under section K.

ITEM	DESCRIPTION	UNIT OF MEASURE	QUANTITY REQUIRED PER MONTH
1.	ALL-PURPOSE CLEANER WITHOUT AMMONIA 5L	UNIT	As stipulated on the price schedule for GJGM Hospital
2.	STRIPPER WITHOUT AMMONIA	UNIT	
3.	FLOOR SEALER 5LT	UNIT	
4.	TOILET BOWL CLEANER 25LT	UNIT	
5.	PINE LIQUID 20L	UNIT	
6.	PINE GEL 25L	UNIT	
7.	BUFF SPRAY	UNIT	
8.	FLOOR POLISH- NON SLIP, SELF-SHINE WITHOUT AMMONIA 20L	UNIT	
9.	PROBUFF 20LT	UNIT	
10.	WINDOW CLEANER 750ML	UNIT	
11.	BATH TUB WASHBASIN CLEANER AMMONIA FREE	UNIT	
12.	DEO- BLOCK	UNIT	
13.	FURNITURE POLISH AND AIR FRESHENER	UNIT	
14.	DISINFECTANT 750ML	UNIT	
15.	HAND SERVICE CLEANER	UNIT	
16.	DISINFECTANT HYPOCHLORITE 6G OR 3G	UNIT	
17.	STEEL WOOL/ SCRUB FLOOR CORNES	UNIT	
18.	PAD RED - SHINE FLOOR	UNIT	
19.	PAD BLACK STRIP FLOOR	UNIT	
20.	PADS BUFFING	UNIT	
21.	MOPS COLOUR CODED (YELLOW, WHITE, RED AND BLUE) STEEL/METAL WITH DETACHABLE MOP HEADS	UNIT	
22.	AIR FRESHENER	UNIT	

6.

ITEM	DESCRIPTION
1.	ALL-PURPOSE CLEANER WITHOUT AMMONIA 5L An alkaline water based detergent with deodorizer, for general cleaning of all hard surface. This product must be non- volatile, non -irritating to mucus membrane and skin. It must be biodegradable. To be supplied in plastic non-refundable containers. Must comply with SABS/SANS 825 Must be accompanied by a material safety data sheet. It must comply with NRCS regulations A waterproof label clearly indicating product, safety data and dilution or usage instructions to be on the outside of the container. Packaging: 4 x 5ℓ per box
2.	STRIPPER WITHOUT AMMONIA Polish strip also good degreaser (for cleaning and stripping purpose). Ammonia free. An effective low - foaming ammonia free polymer and wax emulsion floor stripper. High efficient floor stripper with pleasant aroma. Especial suitable for the hospitals, medical facilities and office environment. Must be totally non- slip. The quality of the product must meet the latest edition of SANS 1224/10245:2008. It must be non-volatile, non- irritating to mucus membrane and skin. It must be biodegradable. Must be accompanied by a material safety data sheet. It must comply with NRCS regulations A waterproof label clearly indicating product, safety data sheet and dilution or usage instruction to be on the outside of the container. Size: 5ℓ recyclable plastic containers Packaging: 4x 5ℓ recyclable plastic containers

ITEM	DESCRIPTION
3.	FLOOR SEALER 5L Floor Polish sealer. For use after stripping the floor to maintain gloss of the floor. The quality of the product must meet the latest edition of SANS 1042/10245:2008. It must be non-volatile, non- irritating to mucus membrane and skin. It must be biodegradable. Must be accompanied by a material safety data sheet. It must comply with NRCS regulations Packaging: 4x 5ℓ recyclable plastic containers
4.	TOILET BOWL CLEANER 25L The quality of the product must meet the latest issue of SANS 639. Disinfectant based on quaternary ammonium free chlorine based detergent. A waterproof label clearly indicating product, safety data sheet and dilution or usage instruction to be on the outside of the container To be supplied in plastic recyclable packed in a cardboard box Must be accompanied by a material safety data sheet. It must comply with NRCS regulations A waterproof label clearly indicating product, safety data and dilution or usage instructions to be on the outside of the container. Packaging : 25ℓ
5.	PINE LIQUID 20L It is used in cleaning, deodorizing and disinfecting bathrooms, kitchen, toilets etc., it gives pine aroma, environmentally sound, and naturally biodegradable It must be SABS registered. It must comply with NRCS regulations Material Safety Data Sheets (MSDS must be provided) Packaging : 20ℓ
6.	PINE GEL 25L It is used in cleaning, deodorizing and disinfecting bathrooms, kitchen, toilets etc., it gives freshening scent, environmentally sound, and naturally biodegradable It must be SABS registered. It must comply with NRCS regulations Pine Gel specifications include a green, gel-like appearance with a pine odor, a pH range of 7.0–8.5 and a high viscosity. Multi-purpose, sanitizing cleaning gel. Appearance: Green gel Odor: Typical pine scent Material Safety Data Sheets (MSDS must be provided) Packaging : 25ℓ
7.	BUFF SPRAY Floor Polish buffer. For use after stripping and after the floor has been sealed.to maintain polish floor. It must be non-volatile, non- irritating to mucus membrane and skin. It must be biodegradable. Must be accompanied by a material safety data sheet. It must comply with NRCS regulations Packaging: 4x 5ℓ recyclable plastic containers

ITEM	DESCRIPTION
8.	FLOOR POLISH- NON SLIP, SELF-SHINE WITHOUT AMMONIA 20L Polymer floor covering that produces a hard floor coating. Non- slip, self-shine water based. The quality of the product must meet the latest issue of SANS 1024 of 1976. Must be accompanied by a material safety data sheet. It must comply with NRCS regulations. A waterproof label clearly indicating product, safety data sheet and dilution or usage instruction to be on the outside of the container Size: 5ℓ recyclable plastic containers Packaging: 4 x 5ℓ or 20ℓ recyclable plastic containers in a cardboard box.
9.	PROBUFF 20 ℓ Floor Polish buffer. For use after stripping and after the floor has been sealed.to maintain polish floor. It must be non-volatile, non- irritating to mucus membrane and skin. It must be biodegradable. Must be accompanied by a material safety data sheet. It must comply with NRCS regulations Packaging: 20ℓ recyclable plastic containers
10.	WINDOW CLEANER 750ML Clear liquid. Water based. The product must lift off dirt, dissolve grease and be streaky-free when applied to glass. 750ml trigger spray plastic recyclable bottles packed 10 in a cardboard box. Must be accompanied by a material safety data sheet A waterproof label clearly indicating product, safety data sheet and dilution or usage instruction to be on the outside of the container Packaging: 10 x 750ml per box
11.	BATH TUB WASHBASIN CLEANER AMMONIA FREE The quality of the product must meet the latest edition of SANS specification 237 (i) Soap must be white in colour, pure and non-perfumed. Each cake of soap must be individually wrapped in 50gram cakes. Packaging: 144 x 50g packed in a cardboard box.
12.	DEO- BLOCK It helps to eliminate all urinal odors on contact, block is air soluble, individually wrapped and last 30-60 days Packaging: 12 per box
13.	FURNITURE POLISH Furniture, aerosol, non-wax emulsion. For use on wooden furniture. It must contain no propellant alleged to damage ozone and approved by Aerosol Manufacturers association (AMA). Must be accompanied by a material safety data sheet. It must comply with NRCS regulations. Packaging: 6 x 275 ml

ITEM	DESCRIPTION
14.	DISINFECTANT 750ML Contains foaming PAA (peracetic acid) generating granules that have a proven efficacy against slimy build-up of biofilms and bacteria, including highly resistant Gram - negatives species., including <i>Pseudomonas aeruginosa</i>, <i>Klebsiella</i>, <i>Acinetobacter</i>, and Carbapenemase- producing Enterobacteriaceae (CPE). Destroys biofilms all the way through the system preventing regrowth for at least four days Packaging: unit
15.	HAND SERVICE CLEANER 5L Generally includes its physical properties (form, color, odor), cleaning performance (effectiveness against grease, oil, grime), chemical properties (pH, active ingredients), and safety features (non-irritating, non-toxic, skin-safe) Must be accompanied by a material safety data sheet A label clearly indicating product, safety data sheet and dilution or usage instruction to be on the outside of the container. It must comply with National Regulator for Compulsory Specification regulations (NRSC). Packaging:5L
16.	DISINFECTANT HYPOCHLORITE 6G OR 3G Powder chlorine disinfectant is a powerful hypochlorite disinfectant powder, which contains a blended detergent system to enhance wetting and penetration and improve disinfection. Powder chlorine disinfectant is recommended for use in medium and high-risk areas in hospitals and other institutions. <i>It must conform to SABS 1196 “Disinfectants and Detergent</i> Must be accompanied by a material safety data sheet A label clearly indicating product, safety data sheet and dilution or usage instruction to be on the outside of the container. It must comply with National Regulator for Compulsory Specification regulations (NRSC). Packaging: 100 x 6 gram sachets
17.	STEEL WOOL/ SCRUB FLOOR CORNES Steel wool fine 500 grams Packaging: 10 x 500g
18.	PAD RED - SHINE FLOOR The Red polish floor maintenance Pad is made of polyester fibres in dense textured, nonwoven pattern, bonded with a sturdy adhesive. This extra fine pad has been designed for polishing clean, dry floors. Use dry or with fine water mist to produce a high gloss wet look to newly finished floors. For use with standard electric floor machines, orbital scrubbers and automatic scrubbers. Ideal for use on machines speeds up to 1000 RPM. Packaging: Each

ITEM	DESCRIPTION
19.	PAD BLACK STRIP FLOOR The Black Buffing Pad is used for light cleaning and buffing. It will remove light scuff marks and dirt while Producing a high gloss shine. For use on standard electric floor machines, orbital scrubbers and automatic scrubbers. Ideal for machine speeds up to 800 RPM. Packaging: Each
20.	PADS BUFFING The Tan Buffing Pad is a floor maintenance pad used for light cleaning and buffing. It will remove light scuff marks and dirt while producing a high gloss shine. For use on standard electric floor machines, orbital scrubbers and automatic scrubbers. Ideal for use on machine speeds up to 800 RPM Packaging: Each
21.	MOPS COLOUR CODED (YELLOW, WHITE, RED AND BLUE) STEEL/METAL WITH DETACHABLE MOP HEADS Colour coded hygiene mops complete, assorted colours Hygiene mop with Flat Long Gear Press Spaghetti detachable mop head, with non- rusting colour coded metal handle with galvanized threaded metal socket. Handles must be: Red, blue, white and yellow respectively. Packaging: Each
22.	AIR FRESHENER It must be ozone friendly and approved by Aerosol Manufactures Association (AMA) Packaging: 6 x 180ml-240ml.

7. UNIFORM AND PROTECTIVE CLOTHING

The contractor is expected to procure uniform for each staff member which must be supplied as recommended by BCCCI.

Uniform embroider with company name/logo/bright colour recommended
Name tag with full description of staff identity

8. STAFF TRAINING AND DEVELOPMENT

Staff must be trained before the commencement date of the contract on the use of chemicals, machinery 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.

I hereby confirm that I comply with specification as stated above.

.....
(Signature of Bidder)

.....
Date

.....
(Signature of Witness)

.....
Date

SECTION K: 1

PRICING SCHEDULE	INCLUSIVE OF LABOUR COST, CONSUMABLES, OVERHEAD AND PROFIT			
INSTITUTION:	GENERAL JUSTICE GIZENGE MPANZA (GJGM) HOSPITAL			
DISTRICT:	ILEMBE DISTRICT			
CONTRACT NUMBER:	ZNB 3000/GJM/2025-H			
NAME OF BIDDER:				
Note: Cost for Worker per month must not be lower than BCCCI or NCCA prescribed rates				
SHIFT	TIME	NO. OF CLEANERS	MONTHLY BASIC COST PER CLEANER	MONTHLY TOTAL FOR ALL CLEANERS
Ordinary Work	07h00 to 16H00	22	R	R
Day Shift	06h00 to 18H00	26	R	R
Night Shift	06h00 to 18H00	25	R	R
Total Number Cleaners		73		AMOUNTs (R)
1. Sub-Total of Labour Cost (Cleaners Per Month) <i>Note: Cost include Normal Working Hours plus other related cost such as UIF, COIDA, Provident Fund, Severance Pay, BCCCI Levy, Prorated Maternity Leave, Absent, Sick & Fam Resp. Leave, prorated bonus, prorated annual leave provision, uniform Costs, Skills Levy SETA, Night Shift Allowance, Statutory Cost For Sunday Work, Public Holiday etc</i>				R
2. Sub-Total Cleaning Chemicals, Detergents and Other Consumables <i>Note: This bid price is based on below cost breakdown for cleaning Chemicals, Detergents and other consumables</i>				R
3. Sub-Total Overheads (as a percentage of 1 and 2) <i>(NB: Overheads include office admin cost, travelling cost, servicing of equipment, liability insurance, and any other 'overheads expenses')</i>			_____ %	R
4. Profit Per Month (As a percentage of 1+2+3)			_____ %	R
TOTAL OF 1 + 2 + 3+4 ABOVE				R
VALUE ADDED TAX (VAT) (15%)				R
TOTAL BID PRICE OFFERED PER MONTH – ALL INCLUSIVE				R
TOTAL BID PRICE OFFERED FOR THREE (3) YEARS – ALL INCLUSIVE				R
OFFER TO BE VALID FOR 180 DAYS FROM THE CLOSING DATE OF BID.				
Signature of Bidder		Date	Signature of Witness	
Date		Signature of Witness		Date
Please note that: a) Bid Price for wages must not be lower than BCCCI or NCCA prescribed rates, if lower it will immediately invalidate your offer. b) Price escalations for Wages will be per prescribed BCCCI rates. c) Price escalations for cleaning chemicals, detergents, other consumables and overheads will negotiated based on Consumer Price Index. d) Bid Price for overheads and profit must not be unreasonably low, the department reserve the right to request cost breakdown, where prices are deemed to be low or highly exorbitant. e) The Department reserve a right to expand or variate (increase or reduce) this contract guided by allocated budget				

BREAKDOWN OF COST FOR CLEANING CHEMICALS, DETERGENTS AND OTHER CONSUMABLES

INSTITUTION NAME:	GJGM HOSPITAL
DISTRICT NAME:	ILEMBE DISTRICT
CONTRACT NUMBER:	ZNB 3000/GJM/2025-H
NAME OF BIDDER:	

ITEM	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY REQUIRED PER MONTH	UNIT COST (R)	TOTAL COST PER MONTH (R)
1.	ALL-PURPOSE CLEANER WITHOUT AMMONIA 5L	UNIT			
2.	STRIPPER WITHOUT AMMONIA	UNIT			
3.	FLOOR SEALER 5LT	UNIT			
4.	TOILET BOWL CLEANER 25LT	UNIT			
5.	PINE LIQUID 20L	UNIT			
6.	PINE GEL 25L	UNIT			
7.	BUFF SPRAY	UNIT			
8.	FLOOR POLISH- NON SLIP, SELF-SHINE WITHOUT AMMONIA 20L	UNIT			
9.	PROBUFF 20LT	UNIT			
10.	WINDOW CLEANER 750ML	UNIT			
11.	BATH TUB WASHBASIN CLEANER AMMONIA FREE	UNIT			
12.	DEO- BLOCK	UNIT			
13.	FURNITURE POLISH	UNIT			
14.	DISINFECTANT 750ML	UNIT			
15.	HAND SERVICE CLEANER	UNIT			
16.	DISINFECTANT HYPOCHLORITE 6G OR 3G	UNIT			
17.	STEEL WOOL/ SCRUB FLOOR CORNES	UNIT			
18.	PAD RED - SHINE FLOOR	UNIT			
19.	PAD BLACK STRIP FLOOR	UNIT			
20.	PADS BUFFING	UNIT			
21.	MOPS COLOUR CODED (YELLOW, WHITE, RED AND BLUE) STEEL/METAL WITH DETACHABLE MOP HEADS	UNIT			
22.	AIR FRESHENER	UNIT			
TOTAL COST PER MONTH CLEANING CHEMICALS, DETERGENTS AND OTHER CONSUMABLES					

Note

- The bidder is required to calculate pricing for the above itemized cleaning chemicals, detergents and other consumables, the total cost per month must be allocated on above Pricing Schedule for Operational Cost and Profit.
- The cost of cleaning chemicals, detergents and other consumables must be calculated even when you manufacture or supply cleaning material.
- All other chemicals or detergents or consumables not stated above the institution (other than equipment) will be procured by the institution or via variation of contract

ANNEXURE A

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

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1. DEFINITIONS

The following terms shall be interpreted as indicated:

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

- 1.24. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests, and analyses

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
 - a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- b) in the event of termination of production of the spare parts:
 - i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

- 22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be

imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- i) the name and address of the supplier and / or person restricted by the purchaser;
- ii) the date of commencement of the restriction
- iii) the period of restriction; and
- iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

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

ANNEXURE B

SITE BRIEFING SCHEDULE DATE AND VENUE

DISTRICT NAME	DATE	TIME	BRIEFING VENUE
ILEMBE DISTRICT			
GJGM HOSPITAL	07 November 2025	11:00	Corner of King Shaka and Patterson Street, Stanger GPS co-ordinates: 31. 28516 - 29.33279

NOTE:

- a) Treasury Regulation 16A9.2 (a) (i), stipulate that "The accounting officer or accounting authority – (a) may disregard the bid of any bidder if that bidder, or any of its directors – (i) have abused the institution's supply chain management system". Should it be found that during the site briefing or meeting, the bidder or its representative have disrupted the proceedings of the meeting or prevented other bidders to exercise their constitutional right to participate in tendering process, the bid submitted by the disrupting supplier may be disregarded.
- b) The prospective bidders are required to attend the site briefing on time, any bidder who arrive late will not be considered for signing and stamping of the site briefing certificate.
- c) Should there be sufficient evidence that the Bidder has failed to pay workers as prescribed by BCCCI or have failed to comply with BCCCI instructions such a bidder will be could be treated as a defaulter, if supporting documents are valid such a bidder will be disqualified.