

Quotation Advert

Opening Date: 2019-06-19

Closing Date: 2019-06-25

Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: Catherine Booth hospital

Province: KwaZulu-Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required Catherine Booth Hospital

Date Submitted 2019-06-18

ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ:
132/19-20

Item Category: Goods

Item Description: Supply and Install fire hose reels

Quantity (if supplies) 30

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Select...

Date :

Time:

Venue:

QUOTES CAN BE COLLECTED FROM: Catherine Booth Hospital

QUOTES SHOULD BE DELIVERED TO: Catherine Booth Hospital, Amatikulu;3801

ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name: Ms Nomsa NS Zulu

Email: nomusa.zulu@kznhealth.gov.za

Contact Number: 035 474 8407

Finance Manager Name: Mr MS Mtshali

Finance Manager Signature: 

No late quotes will be considered

STANDARD QUOTE DOCUMENTATION OVER R30 000.00

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT CATHERINE BOOTH HOSPITAL
DATE ADVERTISED: 19/06/2019
PHYSICAL ADDRESS: KWAKHOZA RESERVE, SALVATION ARMY AMATIKULU, 3801

ZNQ NUMBER: 132/19-20 CLOSING DATE: 25/06/2019 CLOSING TIME: 11:00

DESCRIPTION: SUPPLY AND INSTALL FIRE HOSE REELS X30

CONTRACT PERIOD: ONCE-OFF VALIDITY PERIOD 60 Days

SARS PIN

CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO. [Grid]

UNIQUE REGISTRATION REFERENCE [Grid]

DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS)
CATHERINE BOOTH HOSPITAL NEAR ADMIN OFFICES

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

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

ALL QUOTES MUST BE SUBMITTED ON THE OFFICIAL FORMS - (NOT TO BE RE-TYPED)

THIS QUOTE IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO WILL RESULT IN YOUR QUOTE BEING DISQUALIFIED)

NAME OF BIDDER
POSTAL ADDRESS
STREET ADDRESS
TELEPHONE NUMBER CODE.....NUMBER..... FACSIMILE NUMBER CODE.....NUMBER.....
CELLPHONE NUMBER
E-MAIL ADDRESS
VAT REGISTRATION NUMBER (if VAT vendor)

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) YES NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY? [TICK APPLICABLE BOX]

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS);
A REGISTERED AUDITOR

[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]

YES NO

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED? [IF YES ENCLOSE PROOF]

OFFICIAL PRICE PAGE FOR QUOTATIONS

SIGNATURE OF BIDDER DATE.....
 [By signing this document I hereby agree to all terms and conditions]

CAPACITY UNDER WHICH THIS QUOTE IS SIGNED.....

Item No	Quantity	Description	Brand & model	Country of manufacture	Price	
					R	c
1	30	SUPPLY,INSTALL AND COMMISSION FIRE HOSE REELS AT CATHERINE BOOTH HOSPITAL TO IDENTIFIED AREAS				
		ALL INSTALLATION SAQCC ACCREDITTION DONE IN ACCORDANCE WITH SANS 10400-W. AND NATIONAL BUILDINGS REGULATIO				
		REQUIREMENTS:ALL MATERIALS TO BE SABS APPROVED				
		ALL CONTRACTORS QUOTING ON SERVICES AND REPAIRS SHALL HAVE A CIDB RATING OF 1-CE;1-EE;1-GB;OR 1-ME				
		DOCUMENTS REQUIRED: VALID TAX CLEARENCE CERTIFICATE VALID BBBEE CERTIFICATE LEVEL 1 OR ABOVE CSD FULL SUMMARY REPORT NB:FAILURE TO COMPLY WITH THE ABOVE WILL RESULT IN YOUR BID BEING PASSED				
VALUE ADDED TAX (Only if VAT Vendor)						
TOTAL QUOTATION PRICE (VALIDITY PERIOD 60 Days)						

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

Enquiries regarding the <u>quote</u> may be directed to: Contact Person: Tel:.....	Enquiries regarding <u>technical information</u> may be directed to: Contact Person: Tel:.....
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DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to quote (includes a price quotation, advertised competitive quote, limited quote or proposal). In view of possible allegations of favouritism, should the resulting quote, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the quote(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the quote.
2. In order to give effect to the above, the following questionnaire must be completed and submitted with the quote.

- | | |
|--|---|
| 2.1. Full Name of bidder/representative..... | 2.4. Company Registration Number: |
| 2.2. Identity Number: | 2.5. Tax Reference Number: |
| 2.3. Position occupied in the Company (director, trustee, shareholder ²):..... | 2.6. VAT Registration Number: |

- 2.7. The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below. TICK APPLICABLE
- 2.8. Are you or any person connected with the bidder presently employed by the state? YES NO
- 2.8.1. If so, furnish the following particulars:
 - Name of person / director / trustee / shareholder/ member:
 - Name of state institution at which you or the person connected to the bidder is employed:.....
 - Position occupied in the state institution: Any other particulars:.....
- 2.8.2. If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES NO
- 2.8.2.1. If yes, did you attach proof of such authority to the quote document?

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the quote.)

- 2.8.2.2. If no, furnish reasons for non-submission of such proof:
- 2.9. Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES NO
- 2.9.1. If so, furnish particulars:.....
- 2.10. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this quote? YES NO
- 2.10.1. If so, furnish particulars:.....
- 2.11. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this quote? YES NO
- 2.11.1. If so, furnish particulars:.....
- 2.12. Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES NO
- 2.12.1. If so, furnish particulars:.....

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

NB: The Department Of Health will validate details of directors / trustees / members / shareholders on CSD. It is the suppliers' responsibility to ensure that their details are up-to-date and verified on CSD. If the Department cannot validate the information on CSD, the quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.

4 DECLARATION

I, THE UNDERSIGNED (NAME).....CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.

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

..... Name of bidder Signature Position Date
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"State" means –

- | | |
|---|---|
| a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999); | c) provincial legislature; |
| b) any municipality or municipal entity; | d) national Assembly or the national Council of provinces; or |
| | e) Parliament. |

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

Identified areas where fire hose reels and reel boxes to be installed

DEPARTMENT OR SECTION	IDENTIFIED PLACE OF FIRE HOSE REEL AND REEL BOX	QUANTITY
OPD	Entrance area	1
	Sluice room	1
	DR's rest area	1
Administration block	Entrance area	1
	Board room back entrance	1
Main kitchen and dining hall	Entrance area	1
	Side entrance at dining hall	1
TB clinic and security wendy	Entrance area of clinic	1
Rehabilitation	Entrance area	1
	Theatre entrance area	1
	Theatre sluice room entrance	1
SCM	Delivery entrance	1
Matrons residence	Back entrance area	1
Old nurses home	Front entrance area	1
	Left hand side entrance	1
	Right Hand side entrance	1
Male residence	Entrance area	1
Matron Magongo's residence	Entrance area	1
Residence 1	Entrance area	1
Residence 2	Entrance area	1
Residence 3	Back entrance	1
Residence 4	Entrance area	1
Residence 5	Entrance area	1
Park home 1 & 2	Between park homes	1
Park home 3 & 4	Between park homes	1
Park home 5 and Lab park home	Between park homes	1
New nurses home	Entrance area	1
	Mfeka room	1
Maintenance section	Back entrance	1
Maternity ward	Connect to fire water supply line	1



Quotation document contents

- PART ONE : Invitation to quote
- PART TWO : Special terms and conditions & declaration of interest
- PART THREE ; Particular specification
- PART FOUR : Technical specifications
- PART FIVE : Quotation form
- PART SIX : Official on site briefing certificate
- PART SEVEN : OHS ACT 85 of 1993 + work performed on DOH premises

Name of institution : Catherine Booth Hospital

Service : Supply and install fire hoses at Catherine Booth hospital as per list

Contractors name :

Bid amount : R

Briefing date :

Closing date :

Provincial supplier's database number:
CIDB registration number :
CIDB category : <u>1 EB</u>

CLIENT

Department of Health
 Project Leader: Mr. A Kruger
 Telephone: 035 474 8402
 Fax No. 035 474 7694

STANDARD BID SPECIFICATION

INVITATION

You are hereby invited to bid for requirements of department of health on behalf of Catherine Booth hospital

- Bid number :
- Site inspection date ;
- Time :
- Closing date :
- Time : 11H00
- Contract period : Three (3) weeks
- Validity period : 90 DAYS

Bid documents to be placed in a sealed envelope, the front of the envelope being clearly endorsed with the bid no. service type and deposited in the bid box situated at;

CATHERINE BOOTH HOSPITAL
KWAKHOZA RESERVE
P/ BAG X 105
AMATIKULU
3801

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

The bid box is available on the following days and times: Monday to Friday 08H00 – 15H00

All bids must be submitted on the official forms – (not to be – typed)

This bid is subjected to the preferentila procurement policy framework act and the preferential procurement regulation, 2011, the general conditions of contract (GCC), if applicable, any other special conditions of contract.

PART TWO

SPECIAL TERMS AND CONDITIONS

Introduction

- (a) Bidder/s must ensure that they are fully aware of the Conditions contained in this bid

CONTRACTORS INITIALS.....

document as they shall become the Conditions of Contract once the bid is awarded.

(b) Only bidders that fully meet the specifications shall be accepted.

1. Acceptance of bid

1.1 The Department of Health Bid Adjudication Committee is under no obligation to accept the lowest or any bid.

1.2 The financial standing of bidders and their ability to manufacture or to supply goods or render services may be examined before their bids are considered for acceptance.

2. Amendment of contract

Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties subject to the Department of Health Bid Adjudication Committee approval.

4. Change of address

Bidders must advise the Department of Health Central Supply Chain Management should their address (domicile citandi et executandi) details change from the time of bidding to the expiry of the contract.

5. Compliance with specification (including SABS/SANS/CKS specifications)

5.1 Offers must comply strictly with the specification. Offers exceeding specification requirements are deemed to comply with the specification. The quality of products must not be less than what is specified. Where SABS/SANS or CKS specifications are called for, the Bidder must submit a certificate of compliance from the SABS with the submission of the bid. If the product is an SABS mark bearing product, this certificate will not be necessary.

SABCC accreditation to do installations

5.2 SABS/SANS can be contacted for testing and conformity services at
Tel: 031 – 203 2900 – Fax: 031 – 2032907.

5.3 SANS, SABS AND CKS specifications will be at the account of the prospective bidder.

5.4 Equipment that do not require Radiation Control Licensing, shall be CE approved and the equipment offered shall be affixed with a CE mark label.

6. South African national accreditation system

The South African National Accreditation System (SANAS) is recognized by the South African Government as the single National Accreditation Body that gives formal recognition that laboratory, Certification Bodies, Inspection Bodies, Proficiency Testing Scheme Providers and Good Laboratory Practice (GLP) test facilities are competent carry out specific tasks. This organization can be contacted as follows: Tel: 012 – 3943760; Fax: 012 3940526.

7. Counter offers

Bidders' attention is drawn to the fact that counters offers with regard to any of the abovementioned

Special Conditions of Contract will invalidate such bids

8. Details of current contracts held by the bidder (refer to Annexure A)

The bidder must furnish the following details of all current contracts.

- (i) Date of commencement of contract/s;
- (ii) Expiry date/s;
- (iii) Value per contract; and
- (iv) Contract details. That is, with whom held, phone number and address/s of the companies.

9. Equal bids

In the event that two or more bids have equal total points, the successful bid will be the one scoring the highest number of preference points for specified goals. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

10. Execution plan

10.1 The bidder will be required to provide an efficient and effective service. Therefore, the bidder is required to submit proof that he/she has the required capacity to execute the contract tendered for successfully. The bidder must supply references or state his/her experience as a company to undertake the contract. References of past experience of owners/employees of new entities must accompany the bid document. Alternatively, the bidder must submit a project execution plan that the company will utilize to successfully execute the contract in terms of manpower, machinery, process, process control, infrastructure, etc. (refer to/attach as Annexure B)

10.2 It is a bid condition that prior to an award of the bid being made and/or during the evaluation process, the Department of Health reserves the right to conduct inspections of the premises of the most acceptable bidder. Therefore premises of the bidder shall be open, at reasonable hours, for inspection by a representative of the Department of Health or organization acting on its behalf.

11. Extension of contract

An extension of contract may only be considered if the Department alters a scope of the original contract or any validated claims are submitted within the prescribed 21 days of an occurrence.

12. Firm prices

12.1 This bid requires that all prices offered are firm. If a non-firm price is offered then the bidder may be disqualified for not complying with the Conditions of the Bid.

12.2 Bidders are advised that should they be successful in being awarded the contract, it is mandatory for the successful bidder to take out forward cover with a recognised Financial Institution.

13. Information required from bidder (please mark as Annexure D)

13.1 Bidders must provide the following particulars about themselves as part of the bid:

13.2 Where they have their Headquarters.

13.3 Where they have their Regional Offices.

} Details to be supplied
} on company's
} letterhead.

14. Injuries to staff

If equipment or any other object within the project causes injury to staff, the contractor will, under the supervision of the Department of Health, execute the required safety plan performance. The contractor will subsequently be required to draft a detailed report incorporating inter alia, reasons for such injury/injuries.

15. Installation

The whole of the installation shall be carried out in accordance with the South African Bureau of Standards Code of Practice for the application of National Building Regulations, the KZNPA Standard Preambles to all Trades, the KZNPA General Electrical Specification, the South African Bureau of Standards Code of Practice for the Wiring of Premises SANS 0142 and the Occupational Health and Safety Act and Regulations 85/1993 as amended and the Roof Covering Manufacturers installation recommendations. SANS 10400 W to be adhere to when installing fire hoses at the hospital.

16. Irregularities

Companies are encouraged to advise the Department of Health timeously of any possible irregularities which might come to their notice in connection with this or other contracts.

17. Joint ventures

17.1. In terms of the Preferential Procurement Regulations, 2011 pertaining to the Preferential Procurement Policy Framework Act 5 of 2000, a trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.

17.2. Should this bid be submitted by a joint venture, the joint venture agreement must accompany the bid document before the closing date and time of bid? The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.

17.3. Separate a PREFERENCE POINTS CLAIM FORMS must be submitted by each company participating in the joint venture. The non-submission of a PREFERENCE POINTS CLAIM FORM by a company will result in preference points not being allocated to such company. Failure to submit the joint venture Agreement will result in preference points not being allocated to all companies participating in the joint venture.

18. Late bids

18.1 Bids are late if they are received at the address indicated in the bid documents after the closing date and time.

18.2 A late bid shall not be considered and, where practical, shall be returned unopened to the Bidder, accompanied by an explanation.

19. Notes to bidders

19.1 This schedule shall be read in conjunction with drawings as supplied.

19.2 Contractors are urged to ensure that safety measures as per the Occupational Health and Safety (OHS) Act are in place before any work is undertaken.

19.3 All dimensions and sizes shall be checked and confirmed before any work is undertaken or materials ordered. Any discrepancies shall be brought to the attention of the project leader immediately.

- 19.4 All work is to be carried out as per layout drawings as issued with this document, no alterations will be allowed unless the project leader grants prior authority.
- 19.5 The Department reserves the right to negotiate prices in the Bill of Quantities.
- 19.6 All materials used in this contract shall be that which is specified or other approved.
- 19.7 All materials and fittings—structural, electrical and mechanical—shall comply with the Departmental standard specifications (copies available on request).
- 19.8 Contractors are advised to visit site to acquaint themselves with the site and the layout of the institution as no claims on the grounds of ignorance of the locality/siting or access to the institution will be entertained later.
- 19.9 Contractors are informed that living on the institutions premises during the contract is not allowed and arrangements for accommodation will have to be made.
- 19.10 All rates for items contained in this Schedule of Prices must be computed excluding the applicable VAT.
- 19.11 The Department reserves the right to negotiate prices in the Bill of Quantities.
- 19.12 All rates quoted shall be inclusive of transport, labour and profit but exclude VAT.
- 19.13 Where steel components/materials are used in this contract, all such materials shall be hot dip galvanized unless other materials such as stainless steel are specified.

20. Materials from the alterations

Unless otherwise stated, such items will become the property of the Contractor and all these materials, together with all rubbish and debris must be carried away and the site left clean and unencumbered.

Items described as "removed" shall mean removed from the site. Items described as to be re-used or to be handed over to the Administration are to be dismantled where necessary and stacked on site where directed, and the Contractor will be responsible for their removal and storage until required, and shall make good all items missing, damaged or broken at his own expense. Unless otherwise described, no materials from the alterations shall be re-used in any new work without the written approval of the Department.

Prior to the removal of any timbers from the site, these are to be inspected by Government Entomologists. If any of these timbers are infested by wood destroying agencies, these timbers are to be disposed of in the manner prescribed by the Government Entomologist. In taking down and removing existing work, particular care must be taken to avoid any structural or other damage to the remaining portions of the buildings.

21. Notice of disconnections

The Contractor is to give ample notice to the Department regarding any disconnections necessary prior to the removal or interruption of electrical or telephone cables, water supply and sanitary services, etc.

22. Notification of award of bid

22.1 Notification of the award of bid shall be in writing by a duly authorized official of the Department of Health, Central Supply Chain Management. The written acceptance of an offer constitutes a legal and binding contract if no appeals are lodged. The contract circular will be issued by a duly authorized official of the Department of Health only.

22.2 The intentions of award of bid will be advertised in the same media as the invitation.

23. Payment for supplies and services

23.1 A contractor shall be paid by the Department concerned, in accordance with supplies delivered and services rendered.

23.2 Should a contractor indicate a special discount on his/her account provided payment is made within a certain time, every effort shall be made to take advantage of such discount.

23.3 Any query concerning the non-payment of accounts must be directed to the Department concerned. The following protocol will apply if accounts are queried:

- (i) Contact must be made with the officer-in-charge of stores;
- (ii) If there is no response from stores, the Manager of the institution must be contacted;
- (iii) Failing all of the above, the contractor must contact The General Manager: Accounting Services: Department of Health Head Office.

- (a) Name/s of person/s contacted at the institution and dates; and
- (b) Details of outstanding account.

The General Manager: Accounting Services will then take the appropriate action.

24. Penalty clause

In the event that the contract is not completed on scheduled completion date, penalty amount of 0.04% of contract sum will be charged per day for extra days taken after scheduled completion date. The amount shall be deducted from outstanding payments.

25. Prices-only offer

Where only 1 offer is received, the Department of Health has to determine whether the prices are fair and reasonable.

Proof of reasonableness will be determined in the following sequence:

- (i) Comparison with prices, after discounts, to his/her other normal clients and the relative discount that the State enjoys;
- (ii) Where this is not possible, profit before tax based on a full statement of relevant costs; and
- (iii) In all cases, comparison with previous bid prices where these are available.

26. Provincial supplier's database

26.1 A bidder submitting an offer must be registered on the Provincial Suppliers Database. A bidder who has submitted an offer and is not registered on the Provincial Suppliers Database will not be considered.

26.2 Each party to a Joint Venture/Consortium must be registered on the Provincial Suppliers Database at the time of submitting the bid.

27. Public liability insurance

- 27.1 The successful contractor must provide proof of Public Liability Insurance at site hand over. Regular inspection will be conducted by the Departmental officials to ensure quality and standards are adhered to.
- 27.2 In the event of products tested the contractor will bear the cost of any item failing to meet the relevant standard.

29. Rate of exchange

- 29.1 All bids involving imported products must use the rate of exchange that was applicable 14 days prior to the closing date indicated in the bid documents. If this day falls on a week-end or public holiday, the next working day must be used.
- 29.2 Bidders must submit documentary proof (in the form of a certified copy) from their bank or any other legally recognised financial institution, clearly indicating what the rate of exchange was 14 days prior to the closing date, as mentioned above. Information may be obtained from the internet from a financial institution's website.
- 29.3 In addition to this, the bidder must confirm that the bid price relating to an imported product was based on the rate of exchange 14 days prior to the closing date as mentioned above.
- 29.4 The Department of Health reserves the right to re-negotiate the price should there be a reduction of price in the market.

30. Special conditions of contract

The bid is issued in accordance with the provisions of the Public Financial Management Act (PFMA), chapter 16 A of the Treasury Regulations and shall be subject to the provisions of the General Conditions of Contract. The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

31. SANS 10400 W

All Fire hose reels and materials shall comply to the latest design and of the best material possible and fixed in place and approved as per manufactures installation recommendations.

32. Tax and duties

Prices, offered and paid, must include all customs, excise and import duties, and any other tariffs or taxes levied by the government or statutory body having jurisdiction on the goods provided under this contract, including Value Added Tax (applicable to the current rate).

33. Unsatisfactory performance

Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.

- (a) Before any action is taken, the institution shall warn the contractor by registered/certified mail that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the contractor does not perform satisfactorily despite the warning the institution will:

- (i) Take action in terms of its delegated powers
 - (ii) Make a recommendation to its Head Office for cancellation of the contract concerned.
- (b) When correspondence is addressed to the contractor, reference will be made to the contract number/item number/s and an explanation of the complaint.

34. Validity period of bid and extension thereof

The validity (binding) period for the bid must be 90 days from close of bid. However, circumstances may arise whereby this Department may request the 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 tendered for by bidders? This request will be done before the expiry of the original validity (binding) period.

35. VAT

35.1 Bid prices must be inclusive of VAT.

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

- (a) The name, address and registration number of the supplier;
- (b) The name and address of the recipient;
- (c) An individual serialized number and the date upon which the tax invoice is issued;
- (d) A description of the goods or services supplied;
- (e) The quantity or volume of the goods or services supplied;
- (f) Either –
 - (i) The value of the supply, the amount of tax charged and the consideration for the supply; or
 - (ii) Where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

SBD 4

Declaration of interest

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorized representative declare his/her position in relation to the evaluating/adjudicating authority where-

- The bidder is employed by the state; and/or

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

bid.

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:.....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

"State" means –

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

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
.....

Name of state institution at which you or the person connected to the bidder is employed :
Position occupied in the state institution:

Any other particulars:
.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attached proof of such authority to the bid YES / NO document?

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.8 Did you or your spouse, or any of the company's directors / YES / NO
trustees / shareholders / members or their spouses conduct
business with the state in the previous twelve months?

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have YES / NO
any relationship (family, friend, other) with a person
employed by the state and who may be involved with
the evaluation and or adjudication of this bid?

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder,
aware of any relationship (family, friend, other) between
any other bidder and any person employed by the state
who may be involved with the evaluation and or adjudication
of this bid?

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members YES/NO
of the company have any interest in any other related companies
whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

.....
.....

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

Full Name	Identity Number	Personal Tax Reference Number	State Number / Employee Peral Number

4 Declaration

I, the Undersigned (NAME).....

Certify that the information furnished in paragraphs 2 AND 3 above is correct.

I accept that the state may reject the bid or act against me in terms of paragraph 23 of the general conditions of contract should this declaration prove to be false.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

NOTE:

1. The Department of Health reserves the right to verify the veracity of all information submitted.

ANNEXURE A

PART A

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

Signed (bidder) Date :.....

Signed (witness) Date ;

PART B

The bidder must furnish the following details of all current/past contracts. If the bidder has had no contracts awarded to them then the bidder must complete Part A.

Date of commencement	Expiry date	Value of contract	Contract details That is, with whom held, phone number and address/s of the company.

Signed (bidder) _____ Date _____

Signed(witness) _____ Date _____

ANNEXURE B

Business plan

The bidder must provide a business plan on how the contract is going to be successfully executed:

Signed (bidder) _____ Date _____

ANNEXURE C

(Letter of Undertaking)

If my organization is awarded an item or items on bid ZNQ:, my organization will abide with the Special Terms and Conditions and as such a guarantee or letter of undertaking will be submitted to Contract Management, Supply Chain Management, and Department of Health.

Evaluation criteria

All proposals received shall be evaluated on the following:

1. Specifications:

Only offers that meet the specification and Special Terms and Conditions in all aspects as stipulated in the bid document shall be considered.

Offers better than specification are considered to be compliant with the specification.

2. Correctness of information:

All information required in the bid document must be accurate and duly completed including all the appropriate signatures. This includes the completion of documentation where required and the submission of required/requested documentation Eg. Valid Tax Certificate, etc.

Reserves the right to verify all information submitted.

Non-compliance with the above will result in elimination from further evaluation criteria.

3. Plan to execute the contract:

The bidder is required to submit proof that he/she has the required plan to execute the contract. In this instance, you may refer to the "Execution Plan" in Section U of the bid document.

Commitment to training and capacitation of employees must be displayed.

4. Preferential Point System:

The 80/20 Preference Point System will be applicable to this bid and the points will be allocated as follows:

PRICE	80
B-BBEE Status level of contribution	<u>20</u>
Total points for Price and B-BBEE	100

Note: For purposes of comparison and in order to ensure a meaningful evaluation, bidders must submit detailed information in substantiation of compliance to the evaluation criteria mentioned. Should the

space provided not be adequate, bidders are kindly requested to attach the required information as Annexure D following the sequence used in the bid document.

PART THREE

PARTICULAR SPECIFICATION

1. General Requirements
2. Site and Mode of Procedure
3. Scope of Contract

1. General requirements

Tenderers are to make special note of the following:

The whole installation shall be in accordance with the Occupational Health and Safety Act 85/1993 and all regulations framed therein shall be carried out to the satisfaction of the Department of Health.

Competent workmen skilled in their trade shall carry out all work. Quality shall be of the best standard practice and all workmanship will be subject to the approval of the Department of Health.

The work shall at all times, for the duration of the contract, be carried out under the supervision of a skilled and competent representative of the Contractor, who will be able and authorized to receive and carry out instructions on behalf of the Contractor. A sufficient number of Local based workmen shall be employed at all times to ensure satisfactory progress of the work.

All apparatus, component parts, fittings and materials employed in the execution of the Contract shall be new and unused and shall be the latest type or pattern of the particular manufacture employed. S.A.N.S. mark bearing items shall be used wherever possible.

The installation of fire hoses must be guaranteed against defective parts and workmanship for a period of twelve (12) months after the date of issue of the Completion Certificate. This period shall run concurrently with the maintenance period.

Rates are to include for commissioning and testing of the complete installation and handing over in working order ready for use.

Tenderers are advised to visit the site and acquaint themselves fully with the site conditions and nature and full extent of work involved prior to submitting their tender. Claims on the grounds of insufficient information in such respects or otherwise will not be entertained by the Administration.

The Administration reserves the right to make emergency repairs to keep the equipment in operation without voiding the Contractor's Guarantee, nor relieving the Contractor of his responsibility during the guarantee period when, after proper notice, the Contractor fails to attend to such emergency repairs. All costs incurred by the Administration under these circumstances will be for the account of the Contractor.

2. Site and mode of procedure:

The work contained in this contract will be carried out on the site of the existing Catherine Booth Hospital.

Service: Repairs and upgrade of existing public address system at Catherine Booth hospital.

The Bidder is advised that the existing premises will be occupied throughout the period of the contract, and that the minimum amount of disruption to services is of the utmost importance.

Damage to the existing buildings - Bidders to note that any damages done or occurring to any of the

buildings will be repaired at the expense of the contractor/ Bidder.

NB: Bidders are advised to visit the site prior to quoting and to acquaint themselves with the nature of the work to be done and access to the siting of the existing buildings etc., as no claim will be allowed on the grounds of ignorance of the conditions under which the work will be executed.

Occupational Health and Environmental Management:

Occupational Hygiene:

- 1) Occupational exposures are a major problem and all Contractors must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards ext Tuberculosis.
- 2) Water to be utilized for drinking purposes may only be drawn from taps designated for drinking water purposes. Facilities/Amenities within Wards/Cubicles/Rooms are not to be used by Contractor's staff during the execution of this project.

Health and Safety Training:

1) Induction:

- 1.1) The Principal Contractor shall allow for and ensure that all site personnel undergo a site –specific Safety, Health and Environmental Induction Training session before starting work. A record of attendance shall be kept in the project file and issued to the Department Representative upon completion of the project. This induction will be done by the Facility Manager as per prior arrangements.
- 1.2) All visitors to the MDR-TB department must also be subjected to site-specific induction training highlighting the risk involved in this environment.

2) Awareness:

- 2.1) The Principal Contractor shall ensure that frequent on site regular "Toolbox Talks" take place. These talks must once again highlight the risk involved working in this kind of environment.

Satisfactory installation

The whole of the installation shall be carried out in accordance with the South African Bureau of Standards Code of Practice for the application of National Building Regulations, the KZNPA Standard Preambles to all Trades, the KZNPA General Electrical Specification, ICASA, Telecommunications regulations, the South African Bureau of Standards Code of Practice for the Wiring of Premises SABS 0142 and the Occupational Health and Safety Act and Regulations 85/1993 as amended. SANS10400 W

Copies of the KZNPA Standard Preambles to all Trades and the KZNPA General Electrical Specification are available at the office of the Secretary for Health – KwaZulu-Natal and can be obtained on request.

Certificate of compliance

On completion of the service, a certificate verifying compliance of the installation pertaining fire hose installation to be issued and submitted to the Secretary for Health: Kwa-Zulu Natal.

General

The Bidders / Contractors will be responsible for civil work associated with the installation and making good of all work related to the installation. The fire hose installation must be to the satisfaction of the

3. Scope of contract

This Contract is for the execution of the project indicated above at Catherine Booth Hospital- Installation of additional fire hoses

Conditions of contract and preliminaries

Period of contract

Five Weeks (5) as the Contract Period for the completion of the Work from date of Site handover.

Contract guarantee:

The Successful Bidder will NOT be required to submit a contract guarantee.

Guarantee period

The guarantee period for the completion of the Structural and Mechanical work and all materials must be a minimum of Twelve (12) Calendar Months from the date of first delivery.

PART FOUR

TECHNICAL SPECIFICATION

1. Technical specification

General

This technical specification shall be read in conjunction with all other sections of the specification and cognizance shall be taken of the clauses relevant to this particular installation, whether any specific clauses are referred to or not.

Standard Preambles, this is available from the department on request.

2.2 Structural / manufacturing specification:

2.2.1 Site survey:

Site surveying is the basis of ensuring a quality installation. Therefore, only qualified Technical staff with ample experience and training in installation of Fire hoses, and in the manufacturing recommendations for this particular product should be appointed. Estimators should note the following:

- Bidders / Contractor to ensure that they do clarity understand what is required for Catherine Booth Hospital
- Access the affected area to ensure the correct replacement product is procured to match the existing installation.
- Calculating the final required sizes prior to manufacturing.
- Performance and Special Requirements.

2.2.2 Handling and storage:

The appointed contractor shall ensure that all material used on site for the installations of fire hose

reels are transported, handled and stored in accordance with the manufactures recommendations. Material damaged shall be rejected and replaced with undamaged material at the contractors own expense.

2.2.3 Inspection prior to installation or erection:

Before commencing installation, the contractor shall verify that the following items have been checked and accepted:

- a) The existing fire hoses at MDT-TB are in good working order.
- a) All isolation valves are closing properly, with no leaks
- b) Condition of all hoses and nozzels.

2.2.6 Guarantee:

- a) The supplied products shall be SABS approved..
- b) A written and approved guarantee of site-workmanship and water tightness shall be issued after final inspection to Catherine Booth hospital maintenance department.

2.2.7 Installation:

- a) Every precaution shall be taken to prevent damage to newly installed hoses during all stages of the new installations

PART FIVE

Quotation form: (Labour, subsistence, travel and transport to be allowed for in the final price offer)

1. Preamble to Schedule of Prices
2. Official Quotation Documents
 - Estimate form
 - Schedule of Prices – Materials, Components/Ancillary Parts and Sub Contract work

SCHEDULE OF PRICES :

PREAMBLE TO THE SCHEDULE OF PRICES

1. All prices shall be quoted in the currency of the Republic of South Africa and will be fixed. Only where exchange rates have been stated in the quotation document, as at two weeks (14 days) prior to closing date of this quotation, will such exchange rate fluctuation be taken into account in the variation of the cost of the imported items/equipment.
2. The Tenderer shall enter a price against each item in the schedule of prices. If the Tenderer fails to enter a price against any item in the schedule of prices the relevant cost of such item shall be regarded as being covered by other prices in the schedule of prices.
3. The prices quoted against each item of these schedules shall cover the full inclusive cost of everything required for the execution of the work under the item plus an apportionment of any cost involved in meeting the obligations and liabilities imposed by the conditions of contract and in complying with the specifications.

4. The prices quoted for the supply of materials and equipment shall include for all handling, loading, transporting and off-loading required for the delivery of the plant and equipment to the site, including in the case of off-site storage for double handling at the store.
5. The prices quoted for erection and installation shall include for all handling, loading, transporting and off-loading, to take plant and equipment to place on site where required, erection, installation, painting, commissioning, operating, testing, adjusting, handing over in proper working order and guarantee for a period of 12 months, all as specified.
6. The tendered rates and amounts must exclude Value Added Tax (VAT) but must include all levies, other taxes and duties on items to which they apply. Separate provision has been made in the Summary of Schedule of Prices for the purpose of VAT.
7. Amounts allowed for contingencies will be spent in part or as a whole at the sole discretion of the Department of Health's "Representative".
8. The Schedule of Prices shall be completed and signed in black ink. Corrections must be done by deleting, re-writing and initialing next to the amendment.
9. Structural and Mechanical work is not measured according to the Standard Procedures of Building Work.
10. Itemized list of Materials/ Spares Parts/Equipment showing unit cost, contractors mark up and subtotal.
11. Vat and Grand Total.
12. The Contractor's attention is drawn to the following, which under no circumstances will be acceptable and will result in the automatic disqualification of the quotation.
 - Use of correcting fluid i.e. Tippex on the quotation documents.
 - Faxed quotations
 - Photocopies of quotations

PROVINCE OF KWAZULU-NATAL – DEPARTMENT OF HEALTH

SUBMIT TO: CATHERINE BOOTH HOSPITAL

FOR ATTENTION:

INSTITUTION: CATHERINE BOOTH HOSPITAL

REF NO.: ZNQ

SCOPE OF WORK: Supply, install and commission of fire hose reels to identified places at Catherine Booth hospital.

I/We hereby quote for the above service as per the following:

Materials, component/ancillary parts: Firm Price. When applicable a detailed list of materials etc. showing unit costs shall be provided.

A. Quoted for Material / Spares / Labour / Traveling & Profit

R

SUBTOTAL

R

VAT @ %

R

16 Total Price in SA Currency firm for 90 days from date issued.

R

(Should there be additions or omissions to the scope of works quoted for, this price shall be adjusted accordingly).

Time required for completion weeks from receipt of official order.

NAME OF CONTRACTOR:

CIDB REGISTRATION NUMBER :

CIDB CATEGORY :

PROVINCIAL SUPPLIERS DATABASE REGISTRATION NUMBER:

CONTRACTOR'S AUTHORISED SIGNATURE:

QUOTE REF No. : ZNQ

NAME IN BLOCK LETTERS:

COMPANY STAMP:

DATE:

NOTE: If your fixed price is not considered acceptable, the Department reserves the right to reject this quotation, in which case an estimated amount will be allocated, and actual costs with supporting documentation.

SCHEDULE OF PRICES: MATERIALS, COMPONENT/ANCILLARY PARTS
AND SUB CONTRACT WORK

The contractor shall add here, ALL materials, components/ancillary parts which are required for the completion of the work quoted for. In the event that more pages are required, this page may be copied.

Item	DESCRIPTION	UNIT	QTY	RATE/UNIT		TOTAL	
				R	c	R	c
	<u>METAL WORK PREAMBLES:</u> For preambles see Standard Preambles for all trades:						
	<u>SUPPLEMENTARY PREAMBLES:</u> <u>View Site:</u> Before submitting his tender the contractor shall visit the site and satisfy himself as to the nature and extend of the work to be done and the value of materials required to complete the fire hoses installation. No claim for any variations of the contract sum in respect of nature and extend of the work or inferior or damaged materials, adjacent buildings will be entertained:						
	<u>GENERAL:</u> The Contractor shall carry out the whole of the work with as little mess and noise as possible and with the minimum of disturbance at adjoin premises, buildings and ward occupants. He shall provide proper protection and provide and erect ant temporary measurements that may be necessary during the progress of the works, all to the satisfaction of the Dept. of Health Representative as well as in compliance with the OHS Act, NBR ext.						

	PRICES: Prices are to include the removal of the redundant equipment. Installation complete ready to be handed over to the hospital in full working condition without any failures or leaks to the approval of the DoH Representative. Prices to be VAT Exclusive but inclusive of all Labour, Profit, Transport and any other relevant cost required to complete the project cf.						
	NOTE : Only SABS approved materials to be used: All prices quoted should be inclusive of Parts, Labour, Traveling and Profit, but excluding VAT: Contractors to be aware that the facility will be in operation during the execution of this installation project: Strict adherence to the OHS Act 85 of 1993 as amended will be compulsory All material will be for the appointed contractors account:						
1.	Supply, install and commission of fire hoses and hose boxes.						
2.	Creating a safe working environment: :						
2.1	Allow for the installation and provision of all safety measurements, to ensure a safe working environment at all times without any inconvenience caused to ward occupants in close consultation with Facility Manager:		Item	R		R	
Total amount carried forward			PS1			R	

SCHEDULE OF PRICES: MATERIALS, COMPONENT/ANCILLARY PARTS AND SUB CONTRACT WORK

The contractor shall add here, ALL materials, components/ancillary parts which are required for the completion of the work quoted for. In the event that more pages are required, this page may be copied.

Item	DESCRIPTION	UNIT	QTY	RATE/UNIT		TOTAL	
				R	c	R	c
3.	Removal of existing works/materials:						
3.1	Access the identified area on the building in order to install new fire hose reels and boxes.						
3.2	Repairs to exiting fire hoses to ensure no water leaks						
3.3	Install fixed mounting standard type fire hoses with 30 meter 20 mm PVC hoses, installed inside double door reel boxes, to identified places.						
3.4	All installations to be done as per manufacturer specifications, and complying with SANS 10400.						
3.5	All water supply piping to the fire reels shall, be connected to the existing fire water supply lines,						
3.6	All water supplies piping to be done in such a way, not to obstruct or hinder the patient flow in the hospital.						
3.7	Fire hose boxes with reels inside to be installed in such a way not to be a safety hazard on walk ways and verandas.						
3.8	Where paving has to be lifted, the contractor shall replace all paving to match the existing pattern and direction of the existing paving.						
3.9	Install all required signage to identify fire boxes and reels.						
3.10	Ensure no water leaks after installation, all hoses to be pressure tested as per manufacturer specifications.						

3.11	Contractor to commission in accordance with SANS 1475-2, all newly installed equipment, and supply the hospital with installation and tested certificates.							
Total amount carried forward							PS2	R

SCHEDULE OF PRICES: MATERIALS, COMPONENT/ANCILLARY PARTS AND SUB CONTRACT WORK
 The contractor shall add here, ALL materials, components/ancillary parts which are required for the completion of the work quoted for. In the event that more pages are required, this page may be copied.

Item	DESCRIPTION	UNIT	QTY	RATE/UNIT		TOTAL		
				R	c	R	c	
4	Health and safety ACT(Act 85 of 1993)							
4.1	Compliance with the current Occupational Health and Safety Act and all relevant applicable regulations, especially the Construction Health & Safety Act, (as amended) for the duration of the contract as per Annexure ""							
5.	Consumables		Item	R		R		
Total amount carried forward							PS3	R

COLLECTION SUMMARY

Collection summary PS 1	R	
Collection summary PS 2	R	
Collection summary PS 3	R	
Sub-Total	R	
Vat @%	R	
TOTAL AMOUNT CARRIED FORWARD	R	

PART SIX

OFFICIAL ONSITE BRIEFING ATTENDANCE CERTIFICATE

Certificate of tenderer's attendance at compulsory pre-tender briefing meeting

Closing date:

Tender number:

This is to certify that I

A representative of (Tenderer)

of Address:

Telephone No:

Telefax No.:

Attended the Pre-Tender Briefing Meeting on (date);

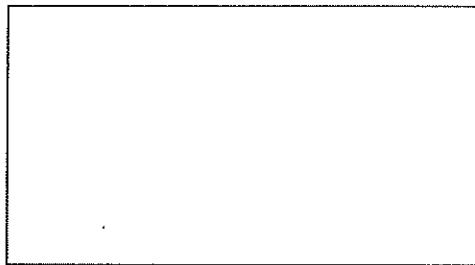
And at the following venue (mark in appropriate block):

Catherine Booth Hospital	
--------------------------	--

Tenderer's representative;

Employer's Representative;

Departmental stamp:



PART SEVEN

Bidders/Tenderers to take note of the following requirements as they will become binding once the contract is awarded to the successful bidders/tenderers:

OHS ACT 85 OF 1993
(Extract from the Construction Regulations) See Annexure "A"

CONTRACT WORK PREFORMED ON DOH PREMISES: See Annexure "B"

General Note :

A) OHS ACT 85 OF 1993:

1. Scope:

This specification details the health and safety requirements associated with the Works required.

2. Interpretations:

Occupational Health and Safety Act, Act 85 of 1993 shall apply to this contract. The Construction Regulations on 18 July 2003 and incorporated into the said Act by Government Notice R1010, published in Government Gazette 25207 apply to any person involved in construction work. These regulations are hereinafter referred to as the "Construction Regulations" and the said Act as "the Act":

Construction work is defined as: Any work in connection with:-

- a) The erection, maintenance, alterations, renovations, repair, demolition or dismantling of or addition to a building or any similar structure;
- b) The installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
- c) The construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- d) The moving of earth, clearing of land, the making of an excavation, pilling, or any similar type of work;
- e) Issuing of relevant PPE's to workmen:

B) Contract work performed on DOH premises:

1. Scope:

This specification details the requirements associated with the Works required.

2. Interpretations:

In terms of Section 8, 9 and 37 of the Occupational Health and Safety Act we would like to draw your attention to certain requirements we have in regard to any contract work performed on Department of Health premises.

DoH will only be able to entertain your quotation/bid/tender once you have completed the contractors declaration contained on the last page of this document.

Please ensure you do understand all the requirements as enumerated on the following pages.

SPECIAL CONTRACT CONDITIONS OF QUOTATIONS

1. AMENDMENT OF CONTRACT

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

2. CHANGE OF ADDRESS

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

3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

- 3.1. The institution is under no obligation to accept the lowest or any quote.
3.2. The price quoted must include VAT (if VAT vendor). However, it must be noted that the department reserves the right to evaluate all quotations excluding VAT as some bidders may not be VAT vendors.
3.3. The bidder must ensure the correctness & validity of quote:
(i) that the price(s), rate(s) & preference quoted cover all for the work/item (s) & accept that any mistakes regarding the price (s) & calculations will be at the bidder's risk
3.4. The bidder must accept full responsibility for the proper execution & fulfilment of all obligations conditions devolving on under this agreement, as the Principal (s) liable for the due fulfilment of this contract.
3.5. This quotation will be evaluated based on the 80/20 points system, specification & correctness of information. All required documentation must be completed in full and submitted.
3.6. Offers must comply strictly with the specification.
3.7. Only offers that meet or are greater than the specification will be considered.
3.8. Late quotes will not be considered.
3.9. Expired products will not be accepted. All products supplied must be valid for a minimum period of six months.
3.10. A bidder not registered on the Central Suppliers Database or verification has failed will not be considered.
3.11. All delivery costs must be included in the quote price, for delivery at the prescribed destination.
3.12. Only firm prices will be accepted. Such prices must remain firm for the contract period. Non-firm prices (including rates of exchange variations) will not be considered.
3.13. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
3.14. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered. Furthermore a verification will be done to identify if bidders have multiple companies and are quoting (cover-quoting) for this bid. In such instances only the cheapest bid according to specification will be considered.

4. SAMPLES

- 4.1. In the case of the quote document stipulating that samples are required, the supplier will be informed in due course when samples should be provided to the institution. (This decreases the time of safety and storage risk that may be incurred by the respective institution). The bidders sample will be retained if such bidder wins the contract.
(i) If a company/s who has not won the quote requires their samples, they must advise the institution in writing of such.
(ii) If samples are not collected within three months of close of quote the institution reserves the right to dispose of them at their discretion.
4.2. Samples must be made available when requested in writing or if stipulated on the document.
(i) If a Bidder fails to provide a sample of their product on offer for scrutiny against the set specification when requested, their offer will be rejected. All testing will be for the account of the bidder.

5. COMPULSORY SITE INSPECTION / BRIEFING SESSION

5.1. Bidders who fail to attend the compulsory meeting will be disqualified from the evaluation process.

- (i) The institution has determined that a compulsory site meeting [] take place
(ii) Date / / Time ; Place

Table with 2 columns: Institution Stamp and Institution Site inspection / briefing session Official. The second column contains fields for Full Name, Signature, and Date.

6. STATEMENT OF SUPPLIES AND SERVICES

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

7. SUBMISSION AND COMPLETION OF SBD 6.1

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

8. TAX COMPLIANCE REQUIREMENTS

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

9. TAX INVOICE

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

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

10. PATENT RIGHTS

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

11. PENALTIES

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

12. TERMINATION FOR DEFAULT

- 12.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (i) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract,
 - (ii) if the supplier fails to perform any other obligation(s) under the contract; or
 - (iii) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 12.2. 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.
- 12.3. 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.

FAILURE TO COMPLY WITH ABOVE WILL RESULT IN YOUR QUOTE BEING PASSED OVER.

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all quotes:

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

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

1.3 Points for this quote shall be awarded for:

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

1.4 The maximum points for this quote is allocated as follows:

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the quote, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **"prices"** includes all applicable taxes less all unconditional discounts;
- (h) **"proof of B-BBEE status level of contributor"** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

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

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

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

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: =(maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

(Tick applicable box)

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

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....

8. Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

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

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

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

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

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

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....
.....

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

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

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

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

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

WITNESSES
1.
2.

..... SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS