




Opening Date: 2019-11-21 

Closing Date: 2019-12-03 

Closing Time: 11:00

## INSTITUTION DETAILS


Institution Name: Harry Gwala district office 

Province: KwaZulu-Natal


Department or Entity: Department of Health


Division or section: Central Supply Chain Management


Place where goods / services is required: Bulwer Forensic Mortuary 

Date Submitted: 2019-11-20 

## ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ: 1226/19/20-H 


Item Category: Services 

Item Description: Supply and Deliver 4 Body Cabinets 

Quantity (if supplies): 


## COMPULSORY BRIEFING SESSION / SITE VISIT


Select Type: Not Applicable 

Date: 


Time: 

Venue: 

QUOTES CAN BE COLLECTED FROM: [www.kznhealth.gov.za](http://www.kznhealth.gov.za) 

QUOTES SHOULD BE DELIVERED TO: [Melanie.grewe@kznhealth.gov.za/musawenkosi.sokhela@kznhealth.gov.za](mailto:Melanie.grewe@kznhealth.gov.za/musawenkosi.sokhela@kznhealth.gov.za) 

## ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name: Londiwe Makhathini 

Email: [londiwe.makhathini@kznhealth.gov.za](mailto:londiwe.makhathini@kznhealth.gov.za) 

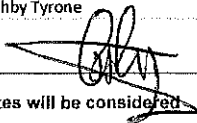
**Contact Number:**

033 815 8407

**Finance Manager Name:**

Mr Ashby Tyrone

**Finance Manager Signature:**



A handwritten signature in black ink, appearing to read 'Ashby Tyrone', is written over a horizontal line. The signature is stylized and somewhat cursive.

No late quotes will be considered





**DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state<sup>1</sup>, 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?)..... | 2.6. 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.

|                         |                    |                   |               |
|-------------------------|--------------------|-------------------|---------------|
| .....<br>Name of bidder | .....<br>Signature | .....<br>Position | .....<br>Date |
|-------------------------|--------------------|-------------------|---------------|

<sup>1</sup>"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.  |

<sup>2</sup>"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.

**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 product/s 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  will not  take place
- (ii) Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Time \_\_\_\_:\_\_\_\_ Place \_\_\_\_\_

|                    |  |
|--------------------|--|
| Institution Stamp: | Institution Site Inspection / briefing session Official<br><br>Full Name: .....<br><br>Signature: .....<br><br>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 quantify 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:

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

- 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:

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

- 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.        | ..... |

|                                     |
|-------------------------------------|
| .....<br>SIGNATURE(S) OF BIDDERS(S) |
| DATE: .....                         |
| ADDRESS.....<br>.....<br>.....      |

**PROVINCE OF KWAZULU-NATAL**  
**DEPARTMENT OF HEALTH**  
**BULWER MEDICO LEGAL MORTUARY**

**SUPPLY AND DELIVER 4 x 3 TIER BODY CABINETS**

**PART 1**

**1. GENERAL**

**1.1 SCOPE OF WORK**

- Supply and deliver 4 tier body cabinets (x3).

**1.2 SITE AND MODE OF PROCEDURE**

- The site is Bulwer Medico Legal Mortuary in KwaZulu-Natal.
- Bidders are advised that all the existing premises will be occupied throughout the period of any contract.
- 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.
- The works must be done to the satisfaction of the KwaZulu-Natal Department of Health Infrastructure Engineering and Technical Services

**1.3 CONTRACT DRAWINGS**

- There are contract drawings issued together with this document for the body cabinets, only the specification.

## **PART 2**

### **a) STANDARDS**

- The operation, construction, material and components of all installations and its associated equipment specified, must comply with the latest requirements of:
  - i) The Occupational Health and Safety Act (Act 85, 1993) as amended.
  - ii) Applicable SANS

### **b) TESTING AND COMMISSIONING**

- The body cabinets shall be tested and commissioned before handing over to Department of Health: Provincial Infrastructure Development Engineer/Facility Manager. There shall be a commissioning program submitted by the service provider prior to the commissioning and the commissioning shall be witnessed by the Department of Health: Provincial Infrastructure Development Engineer/Facility Manager.

### **c) SCHEDULE OF EQUIPMENT**

The equipment to be installed is the following and according to the specification underneath:

- **Cold body cabinets**
  - 3 x 3 tier body cabinets are required for this mortuary
  - The body cabinets must be constructed using stainless steel clad insulated panels.
  - The door frames and rear of the cabinet must be reinforced with selected clear pine frames, rendered waterproof with bituminous solution.
  - The internal and external surfaces of the cabinets must be covered with stainless steel.
  - Doors must be hung onto robust hinges and fitted with heavy duty latches and strikes.
  - All doors must be fitted with airtight neoprene gaskets.
  - The service panel on the rear of the cabinet must be reinforced with inner frame in order to carry the air cooling and condensing units.
  - Each cabinet must be mounted on four adjustable feet and is fitted with a drain point.
  - Overall dimensions: 2665 mm (l) x 822 mm (b) x 1929 mm (h)
  - Insulation material: Type – Polystyrene
    - Thickness – 100mm
  - Clear opening: Bottom – 600mm x 550mm
    - Centre and top – 600mm x 450mm
    - Rear - 600mm x 700mm
    - Dimensions of body trays – 2105mm x 555mm
    - Weight – 377kg

- Self contained cooling unit: Refrigerant – R22
  - Cabinet temperature – 1°C
  - Cooling capacity – 1365W
  - Compressor motor – 0.37kW
  - RPM – 2800
  - Rated voltage – 220/240V
  
- **Freezer body cabinets**
  - 1 x 3 tier body cabinet are required for this mortuary
  - The body cabinets must be constructed using stainless steel clad insulated panels.
  - The door frames and rear of the cabinet must be reinforced with selected clear pine frames, rendered waterproof with bituminous solution.
  - The internal and external surfaces of the cabinets must be covered with stainless steel.
  - Doors must be hung onto robust hinges and fitted with heavy duty latches and strikes.
  - All doors must be fitted with airtight neoprene gaskets.
  - The service panel on the rear of the cabinet must be reinforced with inner frame in order to carry the air cooling and condensing units.
  - Each cabinet must be mounted on four adjustable feet and is fitted with a drain point.
  - Overall dimensions: 2665 mm (l) x 822 mm (b) x 1929 mm (h)
  - Insulation material: Type – Polyurethane
    - Thickness – 100mm
  - Clear opening: Bottom – 600mm x 550mm
    - Centre and top – 600mm x 450mm
    - Rear - 618mm x 700mm
    - Dimensions of body trays – 2105mm x 555mm
    - Weight – 393kg
  - Self contained cooling unit: Refrigerant – R22
    - Cabinet temperature – -18°C
    - Cooling capacity – 1540W
    - Compressor motor – 0.56kW
    - RPM – 2800
    - Rated voltage – 220/240V

### **PART 3**

#### **a) SCHEDULE OF RATES**

##### **- ITEMS AND PRICING**

The Department reserves the right to place an order for any quantities of items included in the Schedules. The Schedule of Rates must also not be assumed to include and describe every detail of the supply requirement, but must be taken and read in conjunction with the other parts of the document. Thus the supplier shall not have claim for further payment in respect of any order which may be described or implied in the contract, although apparently no corresponding items are given in the Schedule of Rates. The supplier shall be deemed to have satisfied himself before quoting as to the correctness and sufficiency of his / her quote for the contract and of the rates and prices stated in the Schedule of Rates.

##### **- TAX AND DUTIES**

Prices, quoted 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).**

##### **- RATES**

The rates, prices inserted shall be the full rates and prices for the service delivered described under the respective items and shall cover all labour, transport and profits.

No payment will be made for abortive work.

| Item                                 | DESCRIPTION   | UNIT       | QTY      | RATE/ UNIT |   | Total |
|--------------------------------------|---|------------|----------|------------|---|-------|
|                                      | <b>NOTE:</b><br>1. All rates for items contained in this Schedule of Rates must have company stamped.<br>2. The Department of Health reserves the right to negotiate rates in the Bill of Quantities.   |            |          | R          | C |       |
|                                      | <b>INSTITUTIONS: Bulwer MLM</b><br>1. All rates quoted shall be inclusive of transport, labour and profit. All relevant mark-ups for specialist shall be included.<br>2. The Bidder is advised that the facilities are fully functional and occupied and disruptions to services are to be kept to the bare minimum |            |          |            |   |       |
| 1                                    | Supply and deliver new three (3) tier cold body cabinets as per item c) SCHEDULE OF EQUIPMENT   | Item       | 3        |            |   |       |
| 2                                    | Supply and deliver new three (3) tier freezer cabinet as per item c) SCHEDULE OF EQUIPMENT  | Item       | 1        |            |   |       |
| 3                                    | Remove and discard the existing body cabinets and credit the Department.  | Item       | 4        |            |   |       |
| <b>Carried To Collection Summary</b> |   | <b>PS1</b> | <b>R</b> |            |   |       |

| Item                                 | DESCRIPTION                    | UNIT       | QTY      | RATE/ UNIT |   | Total |
|--------------------------------------|--------------------------------|------------|----------|------------|---|-------|
| 2.                                   | Travelling                     |            |          | R          | c |       |
| 2.1                                  | Travelling of service provider | km         |          |            |   |       |
| <b>Carried To Collection Summary</b> |                                | <b>PS2</b> | <b>R</b> |            |   |       |

### **COLLECTION SUMMARY**

INSTITUTION: BULWER MLM

NOTE: THIS COLLECTION SUMMARY MUST BE COMPLETED IN FULL BY THE CONTRACTOR AND RETURNED TOGETHER WITH THE TENDER/QUOTATION FORM.

|                                      |     |   |  |  |
|--------------------------------------|-----|---|--|--|
| Collection Summary                   | PS1 | R |  |  |
| Collection Summary                   | PS2 | R |  |  |
| <b>SUB-TOTAL</b>                     |     | R |  |  |
| Value Added Tax of SUB-TOTAL (@ 15%) |     | R |  |  |

TOTAL: CARRIED TO TENDER FORM

R



## **PART 4**

### **SPECIAL TERMS AND CONDITIONS**

#### **1. INTRODUCTION**

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

#### **2. AMENDMENT OF CONTRACT**

- a) 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 Bid Adjudication Committee approval.

#### **3. CHANGE OF ADDRESS**

- a) Bidders must advise Supply Chain Management should their address details change from the time of bidding to the expiry of the contract.

#### **4. RETURNABLE DOCUMENTS**

- a) Proof of available financial credit/bank balance in the approved financial service provider's letter head of not less than R80 000.00, clearly indicating the service provider's account number, name and balance.
- b) Service provider must include the brand name or original equipment manufacturer of the body cabinets to be supplied, together with its specification.

**NOTE: Failure to submit any of the aforementioned documents shall disqualify the bidder.**

#### **5. COMPLIANCE WITH SPECIFICATION REGULATIONS AND STANDARD REGULATIONS (INCLUDING SABS SPECIFICATIONS)**

- a) 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.
- b) The operation, construction, material and components of the equipment specified, must comply with the latest requirements of: The Occupational Health and Safety Act (Act 85, 1993) as amended.
- c) The contractor should fully familiarize himself with this document and the site prior to quoting. No negotiations shall be entered into shall the service provider not be able to finish because he/she was not familiar with the sites. Even when a site briefing is not compulsory in some cases, the expectation from DoH is that the service provider is experienced and will be able to finish the scope of work based on the quoted rates.

## **6. 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.

## **7. EXECUTION PERIOD**

The body trolley shall be delivered within two (2) months from the date of the official order/letter of acceptance or a written explanation shall be provided, failure to meet the time frame the Department reserves the right to cancel the order.

## **8. EXTENSION OF CONTRACT**

An extension of contract may only be considered if the Department alters a scope of the original contract.

## **9. FIRM PRICES**

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.

## **10. GENERAL REQUIREMENTS**

Bidders are to make special note of the following:

- In so far as the conditions contained herein are at variance with any obtained in the Technical Specifications, the contract shall be interpreted in terms of the site instructions issued.
- 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 by the Department.
- 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.B.S. mark bearing items shall be used wherever possible.
- Rates are to include for commissioning and testing of the complete installation and handing over in working order ready for use.
- The Department 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 Department under these circumstances will be for the account of the Contractor.

## **11. GUARANTEE**

All equipment, material, mechanical work and workmanship provided under the Contract must be guaranteed for a minimum period of twelve (12) months from the date of handing over. The successful bidder must arrange with the Department's engineer and facility manager before for handover and training on the equipment. The bidder to note that the Guarantee period must only take effect upon successful handing over and successful test and acceptance by the Department of Health.

## **12. LATE BIDS**

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

## **13. NOTES TO BIDDERS**

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.

All dimensions and sizes shall be checked and confirmed before any work is undertaken or materials ordered. All work is to be carried out as per the specification issued with this document, no alterations will be allowed unless the project leader grants prior authority during the site meeting.

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/sitting or access to the institution will be entertained later.

Contractors are informed that living on the institutions premises during the contract is not allowed and arrangements or accommodation will have to be made.

All rates quoted shall be inclusive of transport, labour, profit and value added tax (VAT).

## **14. NOTIFICATION OF AWARD OF BID**

- a) Notification of the award of bid shall be in writing by a duly authorized official of Department of Health, Supply Chain Management. The written acceptance of an offer constitutes a legal and binding contract if no appeals are lodged.
- b) The award shall be in the form of a works order.

## **15. PAYMENT FOR SUPPLIES AND SERVICES**

- a) A contractor shall be paid by the Department of Health – Infrastructure Unit in accordance with supplies delivered and services rendered.
- b) 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.
- c) Any query concerning the non-payment of accounts must be directed to the Department of Health. The following protocol will apply if accounts are queried:
  - (i) Contact must be made with the officer-in-charge of the department;
  - (ii) If there is no response from facility, the Department of Health Infrastructure responsible Engineer must be contacted;

## **16. 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.

## **17. PROVINCIAL SUPPLIERS DATABASE**

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.

## **18. 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.

## **19. 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).

## **20. UNSATISFACTORY PERFORMANCE**

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

- (a) Before any action is taken, the mortuary 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:
- take action in terms of its delegated powers
  - 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.

## **21. 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 mortuary may request the bidders to extend the validity (binding) period. Should this occur, the mortuary 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.

## **22. VAT**

- a) Bid prices must be inclusive of VAT.
- b) A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:

- The name, address and registration number of the supplier;
  - The name and address of the recipient;
  - An individual serialized number and the date upon which the tax invoice is issued;
  - A description of the goods or services supplied;
  - The quantity or volume of the goods or services supplied;
- Either –
- the value of the supply, the amount of tax charged and the consideration for the supply; or
  - 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.

**NOTE:**

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