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**health**Department:
Health
PROVINCE OF KWAZULU-NATAL**Quotation Advert**

Opening Date: 2020-07-21

Closing Date: 2020-07-29

Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: Select...

Province: KwaZulu-Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required: NEWCASTLE HOSPITAL/ MAINTENANCE

Date Submitted: 2020-07-20

ITEM CATEGORY AND DETAILSQuotation Number: ZNQ:
192/20/21

Item Category: Goods

Item Description: 3 X UNITS SUPPLY AND INSTALL 3 NEW PARK HOMES
AS PER ATTACHED SPECIFICATION

Quantity (if supplies)

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Select...

Date :

Time:

Venue:

QUOTES CAN BE COLLECTED FROM: ATTACHED TO ADVERT - DOWNLOAD DOCUMENT

QUOTES SHOULD BE DELIVERED TO: NEWCASTLE REGIONAL HOSPITAL - NO - 4 HOSPITAL STREET , FRONT
FOYER TENDER BOX**ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:**

Name: THOBILE DAMMANN

Email: Thobile.Dammann@kznhealth.gov.za

Contact Number: 034 328 0050

Finance Manager Name: MISS P. W. MAZIBUKO

Finance Manager Signature:

OFFICIAL PRICE PAGE FOR QUOTATIONS

ZNQ NUMBER: 192/20/21

DESCRIPTION: SUPPLY AND INSTALL 3 NEW PARK HOMES AS PER ATTACHED SPECIFICATION

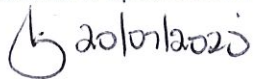
SIGNATURE OF BIDDER DATE.....
 [By signing this document I hereby agree to all terms and conditions]

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

Item No	Quantity	Description	Brand & model	Country of manufacture	Price	
					R	c
	3 UNITS	SUPPLY AND INSTALL 3 NEW PARK HOMES AS PER ATTACHED SPECIFICATION				
		NB: PART DELIVERY SHALL NOT BE ACCEPTED AN ORDER ISSUED TO BE DELIVERED IN FULL.				
		NB: SABS & SANS APPROVED NB: SAMPLES AS PER CLAUSE 6.1 & 6.2				
VALUE ADDED TAX @ 15% (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: <u>THOBILE</u> Tel: <u>0343280050</u> E-Mail Address:	Enquiries regarding <u>technical information</u> may be directed to: Contact Person: <u>BURT</u> Tel: <u>0343280052</u>
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N.V. TWALA S.M.O.
 Demand & Specification


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?):..... | 2.6. 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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¹State¹ 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. |
|---|---|

²Shareholder² 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. SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF THIS QUOTATION.

- 4.1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
- 4.2. Under no circumstances whatsoever may the quotation/bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
- 4.3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
- 4.4. Quotation submitted must be complete in all respects.
- 4.5. Any alteration made by the bidder must be initialled.
- 4.6. Use of correcting fluid is prohibited
- 4.7. Quotation will be opened in public as soon as practicable after the closing time of quotation.
- 4.8. Where practical, prices are made public at the time of opening quotations.
- 4.9. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

5. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS

- 5.1. Quotation shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the quotation documents.
- 5.2. Each quotation shall be addressed in accordance with the directives in the quotation documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the quotation number and closing date indicated on the envelope. The envelope shall not contain documents relating to any quotation other than that shown on the envelope. If this provision is not complied with, such quotations/bids may be rejected as being invalid.
- 5.3. All quotations received in sealed envelopes with the relevant quotation numbers on the envelopes are kept unopened in safe custody until the closing time of the quotation/bids. Where, however, a quotation is received open, it shall be sealed. If it is received without a quotation/bid number on the envelope, it shall be opened, the quotation number ascertained, the envelope sealed and the quotation number written on the envelope.
- 5.4. A specific box is provided for the receipt of quotations, and no quotation found in any other box or elsewhere subsequent to the closing date and time of quotation will be considered.

- 5.5. No quotation/bid sent through the post will be considered if it is received after the closing date and time stipulated in the quotation documentation, and proof of posting will not be accepted as proof of delivery.
- 5.6. Quotation documents must not be included in packages containing samples. Such quotations may be rejected as being invalid.

6. SAMPLES

- 6.1. 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.
- 6.2. **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.

7. COMPULSORY SITE INSPECTION / BRIEFING SESSION

7.1. 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 [redacted] take place
- (ii) Date [redacted] / [redacted] / [redacted] Time [redacted] : [redacted] Place [redacted]

Institution Stamp:	Institution Site Inspection / briefing session Official Full Name: Signature: Date:
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8. STATEMENT OF SUPPLIES AND SERVICES

8.1. 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.

9. SUBMISSION AND COMPLETION OF SBD 6.1

9.1. 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.

10. TAX COMPLIANCE REQUIREMENTS

- 10.1. 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.**
- 10.2. 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.**

11. TAX INVOICE

11.1. 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.

12. PATENT RIGHTS

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.

13. PENALTIES

- 13.1. If at any time during the contract period, the service provider is unable to perform in a timely manner, the service provider must notify the institution in writing/email of the cause of and the duration of the delay. Upon receipt of the notification, the institution should evaluate the circumstances and, if deemed necessary, the institution may extend the service provider's time for performance.
- 13.2. In the event of delayed performance that extends beyond the delivery period, the institution is entitled to purchase commodities of a similar quantity and quality as a substitution for the outstanding commodities, without terminating the contract, as well as return commodities delivered at a later stage at the service provider's expense.
- 13.3. Alternatively, the institution may elect to terminate the contract and procure the necessary commodities in order to complete the contract. In the event that the contract is terminated the institution may claim damages from the service provider in the form of a penalty. The service provider's performance should be captured on the service provider database in order to determine whether or not the service provider should be awarded any contracts in the future.
- 13.4. 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.

14. TERMINATION FOR DEFAULT

- 14.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - (i) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract,
 - (ii) if the supplier fails to perform any other obligation(s) under the contract; or
 - (iii) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 14.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services.
- 14.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

15. 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:

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

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

4. POINTS AWARDED FOR 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 last 51% owned by:	EME √	QSE √
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>
Black people with disabilities	<input type="checkbox"/>	<input type="checkbox"/>
Black people living in rural or underdeveloped areas or townships	<input type="checkbox"/>	<input type="checkbox"/>
Cooperative owned by black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are military veterans	<input type="checkbox"/>	<input type="checkbox"/>
OR		
Any EME	<input type="checkbox"/>	<input type="checkbox"/>
Any QSE	<input type="checkbox"/>	<input type="checkbox"/>

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.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>

<p>..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS.....</p>

ZNQ 192/20/21

Supply and install 3 park homes at NEWCASTLE HOSPITAL

CLOSING DATE: -----

TENDER NUMBER ZNQ -----

**MAINTENANCE, SERVICING, REPAIR, UPGRADING,
REPLACEMENT AND MINOR NEW WORKS FOR STRUCTURAL WORK
AT ALL KWAZULU-NATAL PROVINCIAL HEALTH FACILITIES**

1. SCOPE OF WORK

The work to be carried out in terms of this section of the project comprises the supply and installation of all the materials necessary, as per the Bill of Quantities and Drawings.

PAINTING AND REPAIRS:

1.1.3.3 SITE AND MODE OF PROCEDURE

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

The Contractor is advised that the existing premises will be occupied throughout the period of the contract.

Tenderers should note that the Contractor will be responsible for any damage done by the Contractor and any damage occurring as a consequence of the Contractor's negligence must be repaired at the Contractor's expense, with no additional remuneration for services or costs to be paid by the Department.

The repairs must be to the satisfaction of the Head of Department or his or her designee, KwaZulu-Natal Department of Health.

1.1.3.4 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, the South African Bureau of Standards Code of Practice for the Wiring of Premises SABS 0142 as amended and the Occupational Health and Safety Act and Regulations, 85 of 1993

1.1.3.6 PAYMENT FOR MATERIALS OR EQUIPMENT ON SITE

The HEAD OF DEPARTMENT may authorise payment to be made to the CONTRACTOR for materials or equipment delivered to SITE subject to such materials or equipment being placed in safe and secure storage and being accepted by the DEPARTMENT. No such payment will be made on any material or equipment not being the bona fide property of the CONTRACTOR or his or her approved SUB-CONTRACTOR and the onus is to rest on the CONTRACTOR to prove ownership according to LAW.

1.1.3.7 QUANTITIES OF WORK

1.1.3.7.1 The CONTRACTOR shall receive payment only for the WORKS actually executed and accepted.

1.1.3.7.2 Without invalidating the CONTRACT, the HEAD OF DEPARTMENT shall have the right by means of an ORDER IN WRITING, to increase or decrease the quantities of any item or items or to insert any additional item or items.

1.1.3.7.3 No claim for an extra or for any addition, or for any variation shall be entertained unless the HEAD

OF DEPARTMENT ordered such extra, addition or variation in writing. No objection to the description or terms of ORDER IN WRITING will be entertained unless lodged in writing with the HEAD OF DEPARTMENT within twenty-one (21) calendar days of the date of the Order.

1.1.3.8 INSPECTION OF WORK, MATERIALS, PLANT

The HEAD OF DEPARTMENT may at all times inspect the WORKS and may test the strength or quality of any materials, as he or she shall think necessary. For this purpose the CONTRACTOR shall provide all the assistance necessary. Should he or she consider any materials objectionable, or if it shall appear to him or her at any time during the guarantee period, that any part thereof has been executed with unsound or imperfect workmanship, he or she will notify the CONTRACTOR accordingly in writing, and the CONTRACTOR shall cause the objectionable materials to be instantly removed from the premises and to be replaced by good and suitable materials and shall rectify or reconstruct the WORKS in whole or part, as the case may be, at his or her own proper cost and charge.

1.1.3.9 TESTING, HANDING OVER AND COMPLETION OF THE WORKS

1.1.3.9.1 HANDOVER

The procedure for handover inspection where applicable shall be as follows:

1.1.3.9.1.1 The CONTRACTOR shall satisfy himself or herself that the WORKS are tested and complete and to SPECIFICATION in all respect, and to the satisfaction of the responsible official on SITE.

The CONTRACTOR shall then apply for an inspection on a date that suits both parties.

The CONTRACTOR shall make timely arrangements with the HEAD OF DEPARTMENT for inspection of all work prior to departure of the CONTRACTOR'S staff from the SITE. The CONTRACTOR shall submit his or her final invoice only after the WORKS are accepted.

1.1.3.9.1.2 If any item whatsoever be noted during the inspection, which may require attention or rectification, the WORKS will not be accepted. It will be necessary for the CONTRACTOR to again arrange for an inspection once all outstanding items have been rectified at no cost to the DEPARTMENT. Acceptance of the WORKS will not only be taken as and when the WORKS are completed in every detail.

The CONTRACTOR is responsible for appointing his or her own foreman or site supervisors for the supervision of the WORKS. It is not the responsibility of the HEAD OF DEPARTMENT or his or her designee to perform such functions on behalf of the CONTRACTOR.

1.1.3.10 GUARANTEE PERIOD

1.1.3.10.1 The CONTRACTOR shall unconditionally guarantee all maintenance and repair work performed together with all materials supplied by him or her for a minimum period of three (12) months from the date of acceptance of the WORKS.

1.1.3.10.5 If any defects are not remedied within the period specified by the HEAD OF DEPARTMENT the HEAD OF DEPARTMENT shall have such defect repaired at the risk and cost of the CONTRACTOR by another CONTRACTOR the HEAD OF DEPARTMENT deems to be proficient in the WORK without prejudice to any rights the HEAD OF DEPARTMENT has against the defaulting CONTRACTOR. The HEAD OF DEPARTMENT will give written notice to the CONTRACTOR of such instances where he appoints another CONTRACTOR to remedy defects in the WORKS.

1.1.3.13 RATE OF PROGRESS

1.1.3.13.1 The WORKS shall be completed within the time period indicated on the quotation form from date of official instruction to proceed.

1.1.3.13.2 If the WORKS are delayed by cessation of work by any of the Contractor's staff, inclement weather, or by any omissions, additions, substitutions or variations of the WORKS, or any

items of work, labour or material, or by any other cause beyond the CONTRACTOR'S control then the CONTRACTOR shall have the right within twenty-one days of any such cause of delay arising, to apply in writing to the DEPARTMENT to extend the date of completion, stating the cause of delay and period of extension applied for.

1.1.3.14 TIME TO BE OF THE ESSENCE

1.1.3.14.1 Time shall be considered as the essence of the CONTRACT. If, therefore, the CONTRACTOR fails to commence work or the WORKS or to proceed with and complete the WORKS in compliance with the preceding clause and in the manner therein stated, then the HEAD OF DEPARTMENT shall have the right in his or her absolute discretion forthwith, and from time to time, to adopt and exercise all or any one or more of the following courses either wholly or partly or by way of substitution, succession, or variation of the one or more for the other or others of them wholly or partly, viz:

1.1.3.14.1.1 To direct the CONTRACTOR, in writing, on any day named therein to suspend and discontinue the execution of the WORKS, and to withdraw himself or herself and his or her staff from the said SITE or SITES, and thereupon:-

1.1.3.14.1.2 To make any CONTRACT or CONTRACTS by calling for TENDERS or otherwise with any other CONTRACTOR or CONTRACTORS for the completion of the WORKS, or any part thereof, at such times and upon such terms as to the DEPARTMENT shall seem best.

1.1.3.14.1.3 To provide such number of staff, or purchase such materials, or both provide the staff and purchase the materials as to him or her shall seem fit and proceed with and complete the said WORKS.

1.1.3.14.2 In relation to the foregoing provisions the DEPARTMENT shall charge any sums of money which may be paid by the DEPARTMENT for completing the said CONTRACT against the CONTRACTOR and if such amount shall exceed this CONTRACT, then the DEPARTMENT shall have the right to recover such excess or any balance thereof from the CONTRACTOR by legal proceedings.

1.1.3.15 SITE SERVICES

Although site services e.g. water and electricity, may by mutual arrangement with the responsible official on SITE, be available for use by the CONTRACTOR this however, does not constitute automatic entitlement in every instance. When required the CONTRACTOR shall make his or her own arrangements for such on site services.

1.1.3.16 COMMENCEMENT OF WORK AND OFFICIAL ORDER

No WORK shall be commenced without the approval of the HEAD OF DEPARTMENT, nor without an official order. When quotations are invited for services, no extra WORK requested by the DEPARTMENT shall be performed unless covered by a prior written instruction.

Accounts submitted for extra WORK performed will not be entertained unless accompanied by a copy of such written instruction.

1.1.3.20 ACCOMMODATION AND STORAGE

The CONTRACTOR shall be fully responsible for all arrangements for accommodation of his or her staff and for the safe storage of his or her tools, material and vehicles. All material and plant stored on SITE must be suitably protected against deterioration through any cause whatsoever, including damage or loss by theft or otherwise. The CONTRACTOR shall remain fully responsible for all material and plant until the completed WORK is handed over to, or has been officially accepted by the DEPARTMENT.

1.1.3.21 TECHNICAL SPECIFICATIONS, REGULATIONS AND CODES OF PRACTICE

All materials, equipment, operational methods and workmanship shall comply with the following, all as amended.

1.1.3.21.1 The relevant South African Bureau of Standards Specifications or the British Standard Specifications, wherever such Specifications exist, the SABS Specifications taking preference where both such Specifications exist.

1.1.3.21.2 Occupational Health and Safety Act and Regulations, 85 of 1993.

1.1.3.22 WORKMEN TO BE COMPETENT AND ACCEPTABLE

The CONTRACTOR shall only employ such persons on the WORKS as are thoroughly efficient and of good character. If in the opinion of the DEPARTMENT any person employed by the CONTRACTOR misconducts him or herself or is likely to cause or has caused quarrels, or delay, or is incompetent, the CONTRACTOR when so directed by the DEPARTMENT shall at once remove such persons from the SITE. The CONTRACTOR shall further ensure that all staff are fully aware of the conditions and requirements of this CONTRACT and shall furnish all staff with copies of all relevant Specifications, and Regulations and Codes of Practice.

1.1.3.24 ACCOUNTS

1.1.3.24.1 The following information shall be reflected on all invoices: -

1.1.3.24.1.1 Name of Institution or complex/building

1.1.3.24.1.2 Official Order Number and appointed Representative's reference number where applicable.

1.1.3.24.1.3 Full description of work performed. (In respect of emergency call-outs, the time, date and name of person called the CONTRACTOR out must be indicated).

1.1.3.24.1.4 Detailed list of materials/spare parts used showing unit prices, CONTRACTOR'S mark-up and sub-total.

1.1.3.24.1.5 Labour hours performed, rate and sub-total.

1.1.3.24.1.6 Kilometres travelled and dates, rate and sub-total.

1.1.3.24.1.7 Subsistence claimed with dates, rate and sub-total.

1.1.3.24.1.8 VAT (at current rate).

1.1.3.24.1.9 Grand Total

1.1.3.24.2 Invoices together with supporting documentation and day work sheets shall be made out to the Institution indicated on the official order form and submitted in duplicate to the respective Regional Office of the DEPARTMENT or appointed Representative as applicable.

1.1.3.24.2.1 It is essential that TENDERERS have the administrative facilities to enable them to comply with the clerical and financial procedures entailed in the execution of this contract.

1.1.3.26 PLANT AND TOOLS

The successful CONTRACTOR shall supply all plant and tools normally required to carry out the type of work tendered for, which shall include portable generators, portable engine-driven welding machines and mobile compressors, etc. as applicable. Where a CONTRACTOR is required to hire plant or equipment not deemed to form part of the Contractor's "Scope of Work", prior to approval shall be obtained from the HEAD OF DEPARTMENT or his or her designee.

1.2 WORK DISCIPLINE:

This is a multi disciplinary Contract and Contractors should only tender for services in respect of their own area/s of expertise. The Tenderer shall in the Schedule of Information, and by way of supplementary information, satisfy the Head of Department or his or her designee that sufficient

equipment is possessed to execute the services, or an indication shall be given as to the manner in which such equipment would be sourced. Should the Tenderer not be able to prove possession of, or ability to access, sufficient equipment, the Tender will be wholly disqualified. The Head of Department or his or her designee reserves the right to investigate the existence and/or proposed sourcing of equipment.

The Tenderer also will be required to satisfy the Head of Department or his or her designee that a sufficient/qualified and experienced labour force is employed, or that sufficient

experienced labour can be acquired, to complete the services and produce a fair quality of workmanship. The Tenderer will be required to produce adequate and sufficient references to enable the Head of Department or his or her designee to inspect previously completed work and assess the capacity of the Tenderer.

The Head of Department or his or her designee reserves the right to recommend that Tenderers execute work of only certain types and up to certain capacities due to the limitations of experience and skills of the Tenderer. Any limitations to such work tendered for will be recommended to the Central Procurement Committee for approval and will be applied strictly during the contract period.

The successful Tenderer shall supply all materials, labour, tools and plant etc., necessary to carry out maintenance, repairs, servicing, upgrading, replacement, and minor new works to buildings.

GENERAL NOTES:

Note: The contractor must provide a safety plan in conjunction with the Safety and Health Manager.

Note: The contractor need to make sure that all material is kept safe and it will be his responsibility to ensure that all material is transported and locked after till all work is completed.

Note: The contractor will be given 5 working days to arrange his work before actual starting the work. Failing to start after this time will lead to a warning then cancellation of the project. There will be no further warning as our Head Office has put in place deadline for work to be completed.

Note: the contractor need to wait for the order number and letter of appointment before he starts with the project.

Working Hours:

1/ All work to be performed during normal working hours: Monday to Friday, 07h30 – 16h00.

Occupational Health and Safety:

- 2/ The contractor shall comply with the Occupational Health and safety Act 85 of 193 and shall ensure that all the necessary PPE is utilized as per the risk assessment to be done prior to commencement of the project.
- 3/ The contractor shall be required to complete a Contractors Declaration Form with the Health and Safety Manager of Amajuba health District before commencement of any work.

Completion of Project:

- 4/ The contractor shall make good the working area on completion of the work to the satisfaction of the District manager or her representative.
- 5/ All material to be used must be new and approved standard.
- 6/ All prices to be fixed for (60) days from closing date.

NOTE: PLEASE NOTE THAT THIS CONTRACT PERIOD IS FOR (1) **ONE WEEK.**

CONTRACTOR IS TO ENSURE THAT THEY HAVE STAFF IN PLACE TO COMPLETE THIS CONTRACT WITHIN THE STATED PERIOD.

NOTE: ALL WORK MUST BE OF A HIGH STANDARD NEAT AND CLEAN, AND CORRECT.

NOTE: THIS IS A REUSEABLE BILL AND WORK NOT DONE WILL BE OMITTED.

NOTE: NO V. O WILL BE ACCEPTED

Scope of Works Newcastle Hospital:

SAFETY PLAN: Compulsory safety plan need to be handed in before an order number will be issued. The safety plan must cover all aspects of the work mentioned in this contract over a two – three month contract time period.

NOTE:

PLEASE NOTE IF THE CONTRACTOR FAILS TO BEGIN WORK WITHIN ONE WEEK AFTER THE ORDER FOR THE CONTRACT WAS HANDED TO HIM THIS TENDER WILL BE TERMINATED.

NOTE: ALL MATERIAL TO BE USED IN THIS CONTRACT MUST BE IN ACCORDENCE WITH THE R158 PREAMBLES OF THE DEPARTMENT OF HEALTH. NO INFERIAR MATERIAL WILL BE EXEPTED.

Scope of Works Newcastle Hospital:

Supply and deliver 3 park homes, couple to existing electric power, hot and cold water and sewer line.

1. Supply and install 1 x 6mx3m Park home as per drawing.
2. Supply and install 2 x 3mx3m Park homes as per drawing.
3. Park homes to be standing level on concrete slabs
3. Power supply to be connected in distribution board inside isolation ward and ward1 with 25amps single phase breakers.
4. Hot and cold water to be connected from both park homes to existing water pipe supply on property.
5. Sewer and waste to be connected into existing sewer line on property.
6. A certificate of compliance to be supplied on completion of work.

BILL OF QUANTITIES

NON-SCHEDULED RATES

ITEM	DESCRIPTION	QTY	QUANTITY	RATE	SUPPLY RATE
	General:				
1	Supply and install 1 x 6mx3m Park home as per drawing. Park home to be constructed with Cromadeck panels. 2X Windows 1x Door 1.5M Single bowl sink with cupboard Hot and Cold water mixer 2x Light fittings 1x Light switch 1x Concrete ramp to suit park home Steel hand rails to suit ramp	item	1		
2	Supply and install 2 x 3mx3m Park homes as per drawing. Park home to be constructed with Cromadeck panels. 2x Windows 3x doors 1x Toilet 1x Hot and Cold water Hand Wash Basin Shower cubical with Hot and Cold water 2x Light fittings 1x Light switch 1x Concrete ramp to suit park home Steel hand rails to suit ramp Park home to be divided into two rooms	item	2		
3	Park homes to be standing level on concrete slabs 500mmx500mm	item	3		

4	<p>Power supply to be connected in distribution board inside isolation ward and ward1 with 25amps single phase breakers. 4mm 3core Surfex 2+E cable 2.5mm 3core Surfex 2+E cable Allow for 25mm pvc conduit mounted on the wall</p>	<p>item meter meter</p>	<p>2 55m 25m</p>		
5	<p>Hot and cold water to be connected from both park homes to existing water pipe supply on property. 15MM Copper pipe Allow for Copper fitting to suit water installation</p>	<p>meter item</p>	<p>30m</p>		
6	<p>Sewer and waste to be connected into existing sewer line on property 110mm AG pvc pipe Allow for 110mm pvc fittings to suit sewer installation</p>	<p>meter item</p>	<p>12</p>		
7	<p>A certificate of compliance to be supplied on completion of work.</p>				
8	<p>Safety plan Allow for employment of Safety Officer and drawing up of Safety Plan for the duration of the contract. Note: This contract is 2 X week's contract, contractor need to sign a compulsory complying declaration documentation regarding the regulations for a safe working place for the duration of the project; this must be at our Safety Officer's Office. Note: Should the contract period exceed the time frame allocated by the Engineer, it is imperative that the contractor immediately notifies the Engineer as to the delay in completing the project within the specified time. The signed declaration shall still be a binding contract between the contractor and Department of Health.</p>	<p>item</p>	<p>1</p>		
9	<p>Labour</p>	<p>item</p>			
10	<p>Transport</p>	<p>item</p>			
11	<p>15% Vat</p>	<p>item</p>			
12	<p>TOTAL</p>				

