

Quotation Advert

Opening Date: 2020-05-05

Closing Date: 2020-05-13

Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: Catherine Booth hospital

Province: KwaZulu-Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required: CATHERINE BOOTH HOSPITAL

Date Submitted: 2020-05-04

ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ:
06/20-21

Item Category: Services

Item Description: 1 YEAR CONTRACT OF UPS SYSTEMS

Quantity (if supplies): 1

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Not Applicable

Date :

Time:

Venue:

QUOTES CAN BE COLLECTED FROM: DOWNLOADED FROM DEPT OF HEALTH WEBSITE

QUOTES SHOULD BE DELIVERED TO: CATHERINE BOOTH HOSPITAL/centralinfo@kzhealth.gov.za

ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

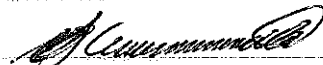
Name: MS NOMUSA ZULU

Email: nomusa.zulu@kzhealth.gov.za

Contact Number: 035 474 8407/ext.1133 or 1163

Finance Manager Name: MR ON DLUDLA

Finance Manager Signature:



No late quotes will be considered

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, shareholder²):..... 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.

2.8. Are you or any person connected with the bidder presently employed by the state? [TICK APPLICABLE]

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? [TICK APPLICABLE]

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? [TICK APPLICABLE]

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? [TICK APPLICABLE]

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? [TICK APPLICABLE]

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? [TICK APPLICABLE]

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

¹"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. |

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

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 take place
- (ii) Date ____/____/____ Time ____:____ Place _____

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

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

7. SUBMISSION AND COMPLETION OF SBD 6.1

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

8. TAX COMPLIANCE REQUIREMENTS

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

9. TAX INVOICE

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

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

10. PATENT RIGHTS

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

11. PENALTIES

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

12. TERMINATION FOR DEFAULT

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

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

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

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

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

1. GENERAL CONDITIONS

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

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

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

1.3 Points for this quote shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]

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

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....

9.6 COMPANY CLASSIFICATION [TICK APPLICABLE BOX]

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

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

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

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

WITNESSES	
1.	.....
2.	.....

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



health

Department:
Health
PROVINCE OF KWAZULU-NATAL

THE SERVICING, REPAIR AND MAINTENANCE OF FIXED MECHANICAL PLANT, EQUIPMENT AND INSTALLATIONS AT CATHERINE BOOTH HOSPITAL FOR THE DEPARTMENT OF HEALTH

ZNQ

QUOTATION DOCUMENT CONTENTS

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PART SIX: DECLARATION OF INTEREST

PART SEVEN: EXECUTION PLAN

NAME OF INSITUTION: CATHERINE BOOTH HOSPITAL AND CLINICS

SERVICE: SERVICING UNINTERRUPTED POWER SUPPLY SYSTEMS AND CHANGING ALL BATERIES.

CONTRACTORS NAME:

BID AMOUNT (Vat incl.): R..... (Vat incl.)

BRIEFING DATE:

CLOSING DATE:

CENTRAL SUPPLIERS DATABASE SUPPLIER NO:

UNIQUE REGISRATION REFERENCE:

CIDB NUMBER:

CIDB CATEGORY : 2- ME or 2-EE

CLIENT

Department of Health, Catherine Booth hospital
Project Leader: A Kruger
Telephone: 035 474 8402
E-Mail: anton.kruger@kznhealth.gov.za

**Catherine Booth hospital
Servicing plant and equipment**

**Contractor read, understood and agree with the contence.
Signature; Date;**

PART ONE

INVITATION TO QUOTE

STANDARD BID SPECIFICATION

INVITATION

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS FOR SERVICES AT CATHERINE BOOTH HOSPITAL

BID NUMBER: ZNQ:

DATE INSPECTION DATE:

TIME:

CLOSING DATE:

TIME:

DESCRIPTION OF SERVICE: SERVICING UNINTERRUPTED POWER SUPPLY SYSTEMS AND CHANGING ALL BATTERIES.

CONTRACT PERIOD: TWELVE MONTHS (12)

VALIDITY PERIOD: 60 DAYS

BID DOCUMENTS TO BE PLACED IN A SEALED ENVELOPE, THE FRONT OF THE ENVELOPE BEING CLEARLY ENDORSED WITH THE BID NO. SERVICE TYPE AND DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

CATERINE BOOTH HOSPITAL
KWAKHOZA RESERVE
AMATIKULU
3801

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

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

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

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

PART TWO

PARTICULAR SPECIFICATION

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

1. GENERAL REQUIREMENTS

Tenderers are to make special note of the following:

The whole Service shall be in accordance with the Occupational Health and Safety Act 85/1993 and all regulations framed therein shall be carried out to the satisfaction of the Department of Health at Catherine Booth hospital

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

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

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

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

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

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

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

2. SITE AND MODE OF PROCEDURE

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

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

Damage to the existing buildings - Bidders to note that any damages done or occurring to any of the buildings will be repaired at the expense of the contractor/ Bidder.

SATISFACTORY INSTALLATION

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

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

CERTIFICATE OF COMPLIANCE

On completion of the service, a copy of the "Structural/ Electrical or Mechanical Compliance Certificate" must be submitted to the office of the Secretary for Health: Kwa-Zulu Natal. (N/A)

GENERAL

The Bidders / Contractors will be responsible for all repair work associated with the service/ repairs and making good of all work related to the installation. The completed must be to the satisfaction of the KwaZulu-Natal Department of Health

3. SCOPE OF CONTRACT

- Contractor to provide regular planned services, of UPS systems at Catherine Booth hospital and Ensingweni and Mvutshini clinics.

CONDITIONS OF CONTRACT AND PRELIMINARIES

PERIOD OF CONTRACT

Twelve Months (12) as the Contract Period for the completion of the Work from date of Site handover. The awarded contract must resume work after Seven (7) working days, after receiving an official order from the Department

CONTRACT GUARANTEE:

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

GUARANTEE PERIOD

The guarantee period for the completion of the Structural / Mechanical / Electrical work and all materials replaced shall be a minimum of Twelve (12) Calendar Months from the date of first delivery. Repaired parts shall have 6 months guarantee.

PART THREE

TECHNICAL SPECIFICATION

4. TECHNICAL SPECIFICATION

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

1. GENERAL

Catherine Booth hospital
Servicing plant and equipment

Contractor read, understood and agree with the contence.
Signature; Date;

1.1 This Contract is to provide regular Maintenance Service and Emergency Repairs to the equipment owned by Catherine Booth hospital

1.2 The Purpose of contract is to ensure that the uninterrupted power supply systems are maintained timeously and kept in a safe Working order.

2. SPECIFIED EQUIPMENT

All uninterrupted power supply units are inclusive of the contract.

3. PREVENTATIVE MAINTENANCE SERVICING

3.1 Contractor will provide regular services on a 12 months interval on the specified equipment. This is in Accordance with the procedures contained in the Maintenance Schedule.

4. EMERGENCY REPAIRS

Contractor shall respond to call outs via official notifications only. Contractor to ensure all emergency call -outs are treated as a priority and will be attending to as soon as possible within 24 hours after been notified by Catherine booth hospital.

5. COSTING OF MAINTENANCE REPAIRS.

5.1 All invoices shall include rates of artisans / semi and unskilled rates. Invoices shall also indicate acquiring pricing with a 20% mark up as final prices. A completed schedule of prices shall be included with invoicing. . All materials shall be specified on schedule of prices. Labour and transport shall also be specified and listed on the schedule of prices. Without the comprehensive price schedule no payment will be authorized by Catherine Booth hospital.

The Department of health reserves the right to query and check all invoices and pricing, to ensure that market related prices are claimed.

6. GUARANTEE

6.1 All materials supplied by Contractor are guaranteed for 6 months.

7. EFFECTIVE DATE AND PERIOD OF AGREEMENT

7.1 This agreement will be effective from theand will be for a period of 12 months. This Agreement may be cancelled by either party giving the other 90 days' notice.

8. BREACH

8.1 Should either party hereto breach or fail to comply with any term or condition of this agreement, then the non-defaulting party shall be entitled:-

8.1.1 To enforce specific performance of the provisions of this agreement

8.1.2 To cancel this agreement (either as an alternative to a claim for specific performance or upon the abandonment of such a claim)

8.2 Provided the non-defaulting party has first given the defaulting party written notice to rectify such breach or failure within 7 (seven) days after receipt of such notice, and the defaulting party has failed to comply therewith. Written notice of any such cancellation shall be given to the defaulting party and such cancellation shall take effect on the giving of such notice.

8.3 The exercising by any party hereto of any right conferred by the foregoing provisions of this clause shall be without prejudice to any claims of such party hereunder then accrued or to any other right or remedy of such party.

9. INDEMNITY

Catherine Booth hospital is against any claims made against Catherine booth Hospital or any of its directors, officers, employees, agents, subcontractors or any other of its personnel, by any third party, arising out of or in connection with this agreement or the services.

10. REQUIREMENT

1. Contractor shall have ISO 9001 2015 certification (proof must be submitted)
2. Contractors shall have EE-2, CIDB certification.
3. Proof of 5 (five) years' experience and qualifications must be submitted together with this document.

Note to Contractors:

- 4.1. Servicing on all equipment to be completed within 7 days from receiving an official order.
- 4.2. Original service schedules to be signed on a daily basis, by technician and Completed schedules must be left with the maintenance manager onsite.
- 4.3. Please take note that during the servicing of equipment the contractor shall present job cards for each day and must be signed by maintenance department, each day.
- 4.4. Maintenance office shall be notified in advance to arrange for an onsite inspection after completion of the servicing No payments will be processed without completed service schedules, job cards and time sheets handed in at the maintenance offices.
- 4.5. No additional work shall be done on the issued servicing order, a detailed after service report, including prices for the repairs shall be handed in at Supply chain management and at maintenance department.
- 4.6. An additional order shall be issued to the contractor before after service repairs can be done.

11. SERVICE SCHEDULES

Service schedules for major service of equipment must be complete onsite during the actual servicing as per manufacturers recommendations, and must be handed over to chief artisan after completion of services

12. SITE SPESIFIC SPESIFICATIONS FOR CATHERINE BOOTH HOSPITAL

1) Equipment that needs to be serviced, repairs under this contract

- Catherine Booth hospital (1 x 2,5Kva UPS)
- Ensingweni clinic (1 x 6Kva UPS)
- Mvutshini clinic (1 x 6Kva UPS)

2) Service instructions to all contractors.

- The Appointed contractors shall report to the Maintenance department for instructions and signing the contractors visitors register, before starting with the requested work.
- Contractor shall communicate by e-mail with Maintenance department; no other means of communications will be accepted as binding.
- Only in emergencies can cell phone be used, followed up by e-mail confirmations.
- Contractors shall start the requested services and complete the service in 1 (one) working week.

3) Service schedules.

- Completed service schedules to be handed in at maintenance department, before payments will be done.

4) After service reports.

- After services are completed, the contractor shall hand in a complete after service report on the condition of serviced items, before payments will be done

5) Documents required to effect invoice payout

- Job cards: Stamped and signed by a maintenance representative.
- Service schedules: Completed schedules with company information as letter head.
- After service reports: Completed after service reports. With company information as letter head.
- Site handover certificate: Issued by maintenance department, signed.
- Site completion certificate: Completed by maintenance department.
- Copy of invoice: Original to be handed in at SCM.
- Contractor liability Form: Ensure workman's compensation commissioner registration number is filled in on the document.

6) Installed and repaired equipment and spares.

- All items serviced shall have a 6 months guaranteed.
- All items replaced shall have 1 year guarantee
- It is the contractor's responsibility to negotiate the required terms with his suppliers.
- The contractor shall make good on all defects due to inferior products/ materials or workmanship at the contractors cost.
- All replaced materials shall be returned to maintenance department.

7) Uneconomical repairs or broken equipment

- Where requested by maintenance department and discussed with the contractor, a detailed report for condemning shall be issued to the hospital.

8) Qualifications of contractors and staff.

- Only qualified and certified artisans and technicians to do work.
- Proof of qualifications to be attached to quotations.
- Only persons with training or experience to work on requested equipment.
- Qualification documents to be attached to service schedules, before payments will be done.
- Contractors working on medical gasses and plants shall have certified copy of a valid certification card from Department of Labour authorizing to work on medical gasses.

9) Quality of workmanship.

- The appointed contractor shall guarantee his workmanship and shall do services as specified by the equipment manufacture.
- Contractor shall always guarantee the quality of work.
- The Department of Health preambles to all trades, electrical and mechanical regulations shall be adhered to at all times.
- The Department of Health reserves the right to reprimand the contractor when underperforming, and terminate the service period official order.

10) Satisfactory completion of work.

- Appointed contractors shall do the requested services in good time, within the requested month period.
- Contractors failing to complete the requested work in the specified time will be warned in writing.
- Failing to comply within 7 working days, the service contract will be cancelled.

11) Measurements

- The appointed contractor shall do own measurements. Estimated measurements are provided on specification. Correct measurements are the responsibility of the contractor.

12) CIDB certification

- All contractors quoting on services shall have the NSI requested CIDB certification.
- Prove of registration to be included on quotation documents.

13) OCHASA

- The occupational health and safety act 85 off 1993 shall be adhered to at all times while working on Government property
- Contractors working on the hospital premises shall adhere to all national building regulations at all times.
- The contractor shall have a competent person on site at all times.
- Contractor to have an up to date safety file onsite during working period.
- Contractor to ensure all staff have the required safety equipment on site.
- Contractor's liability document shall be completed and handed in at maintenance before starting services.
- The Hospital Safety officer will do inspections while the contractor is onsite.

14) Injuries on the hospital premises.

- Contractors are responsible for accounts of staff that are/ were treated by the hospital, while working on state premises.
- Contractor shall include to quotations, certified proof of registration to the workman's compensation commissioner.

15) Quality of materials

- All materials and equipment shall be SABS approved.
- All materials shall be recommended or approved by the registered manufacturer of equipment.
- The hospital reserves the right to approve or reject all materials supplied or used at the hospital and clinics.
- Inferior materials will not be accepted and the contractor shall replace at his own cost.

16) Pricing of repairs or maintenance

- Contractor to provide a detailed list of materials and spares with market related prices, on quotations and invoices.
- Contractor shall provide all materials required for the service.
- Markup on pricing to be at $\pm 20\%$

17) Payment for services rendered.

- The hospital reserves the right to do a final inspection of the service, and after accepting the work, payments will be processed.

PART FOUR

QUOTATION FORM: (LABOUR, SUBSISTENCE, TRAVEL AND TRANSPORT TO BE ALLOWED FOR IN THE FINAL PRICE OFFER)

1. Preamble to Schedule of Prices
2. Official Quotation Documents

- Schedule of Prices -- Materials, Components/Ancillary Parts and Sub Contract work

SCHEDULE OF PRICES:

PREAMBLE TO THE SCHEDULE OF PRICES

1. All prices shall be quoted in the currency of the Republic of South Africa and will be fixed. Only where exchange rates have been stated in the quotation document, as at two weeks (14 days) prior to closing date of this quotation, will such exchange rate fluctuation be taken into account in the variation of the cost of the imported items/equipment.
2. All Prices shall be market related and the administration reserves the right to negotiate exuberant prices with the contractor.
3. The Tenderer shall enter a price against each item in the schedule of prices. If the Tenderer fails to enter a price against any item in the schedule of prices the relevant cost of such item shall be regarded as being covered by other prices in the schedule of prices.
4. The prices quoted against each item of these schedules shall cover the full inclusive cost of everything required for the execution of the work under the item plus an apportionment of any cost involved in meeting the obligations and liabilities imposed by the conditions of contract and in complying with the specifications.
5. The prices quoted for the supply of plant and equipment shall include for all handling, loading, transporting and off-loading required for the delivery of the plant and equipment to the site, including in the case of off-site storage for double handling at the store.
6. The prices quoted for erection and installation shall include for all handling, loading, transporting and off-loading, to take plant and equipment to place on site where required, erection, installation, painting, commissioning, operating, testing, adjusting, handing over in proper working order and guarantee for a period of 12 months, all as specified.
7. The tendered rates and amounts must exclude Value Added Tax (VAT) but must include all levies, other taxes and duties on items to which they apply. Separate provision has been made in the Summary of Schedule of Prices for the purpose of VAT.
8. Amounts allowed for contingencies will be spent in part or as a whole at the sole discretion of the Department of Health's "Representative".
9. The Schedule of Prices shall be completed and signed in black ink. Corrections must be done by deleting, re-writing and initialing next to the amendment.
10. Electrical and Mechanical work is not measured according to the Standard Procedures of Building Work.
11. Itemized list of Materials/ Spares Parts/Equipment showing unit cost, contractors mark up and subtotal.
12. Vat and Grand Total.
13. The Contractor's attention is drawn to the following, which under no circumstances will be acceptable and will result in the automatic disqualification of the quotation.
 - Use of correcting fluid i.e. Tippex on the quotation documents.
 - Faxed quotations
 - Photocopies of quotations

SCHEDULE OF PRICES:

WORK TO BE DONE AND SCHEDULE OF PRICES:

ITEM	DESCRIPTION	UNIT	QTY	RATE/ UNIT	AMOUNT
	<p><u>NOTE:</u> All rates for items contained in this Schedule of Prices must be computed excluding the applicable Sales Tax.</p> <p>All rates quoted shall be inclusive of transport, Labor, Profit and the cost to obtain Material or Equipment and necessary Certificates.</p> <p>The Administration reserves the right to Negotiate prices in the Bill of Quantities</p> <p>Bidders are advised that the buildings will be occupied during the duration of this contract.</p> <p><u>PLEASE NOTE:</u> Sizes given are for quotation purposes only, Contractor responsible for final measurements.</p> <p><u>PROPRIETARY ARTICLES:</u> All equipment and material used in this contract shall be that which is specified or other approved.</p> <p><u>CONTRACT GUARANTEE:</u> The Bidders must allow for all charges in connection with acquiring the Contract guarantee, which is to be furnished.</p>				
	<p><u>INSTITUTION:</u> Catherine Booth hospital <u>SERVICE:</u> Service of aircons and refrigeration</p>				
1	<p>Servicing uninterrupted power supply units at Catherine Booth hospital (1), Ensingweni clinic (1) and Mvutshini clinic (1) and changing all batteries annually</p>	Items	3	R	R
2	<p>After service reports shall be scrutinized by the hospital and only after approval, will an official order be issues, for the repairs</p>	Item	01	R	R
3	<p>All emergency/ urgent repairs shall be approved by the hospital and declared as emergency/ urgent, then an official order issued for such repairs only.</p>	Item	01	R	R
4	<p>All prices quoted shall be valid for one year, for complete duration of this contract.</p>				
	Issue service certificate	Item	01	R	R
	PROVISIONAL SUMS				
	Allow for Consumable Items	Item	01	R	R

SCHEDULE OF PRICES

LABOUR, SUBSISTENCE, TRAVEL AND TRANSPORT REPLACEMENT

6.3.1	LABOUR	TOTAL HOURS	RATE/HR	AMOUNT
a)	Artisans	.....	R.....	R.....
b)	Apprentice	.....	R.....	R.....
	1 st Year	.....	R.....	R.....
	2 nd Year	.....	R.....	R.....
	3 rd Year	.....	R.....	R.....
	4 th Year	.....	R.....	R.....
c)	Semi-skilled	.....	R.....	R.....
d)	Unskilled	.....	R.....	R.....
6.3.2	SUBSISTENCE	TOTAL DAYS	RATE / 24HR DAY	
a)	Artisans	.....	R.....	
b)	Apprentice	.....	R.....	
c)	Semi-skilled	.....	R.....	
d)	skilled	.....	R.....	
6.3.3	TRAVEL	TOTAL Km	RATE/Km	
			Petrol Diesel <u>Delete as applicable</u>	
6.3.3.1	From contractor's premises to site			
a)	..... trips (skilled)	.....	R..... R.....	R.....
	@ km per trip	.....	
b)	..... trips (Semi-skilled)	.....	R..... R.....	R.....
	@ km per trip	.....	
6.3.3.2	From accommodation to site			
a)	..... trips (skilled)	.....	R..... R.....	R.....
	@ km per trip	.....	
b)	..... trips (semi-skilled)	.....	R..... R.....	R.....
	@ km per trip	.....	
6.3.4	TRANSPORT	TOTAL Km	RATE	
b)	Cranage to and on site @ sub contract rate	R.....	x 1.10	R.....

SUB-TOTAL (B) R

PART FIVE

OFFICIAL ONSITE BRIEFING ATTENDANCE CERTIFICATE

CERTIFICATE OF TENDERER'S ATTENDANCE AT COMPULSORY
PRE-TENDER BRIEFING MEETING

NAME OF INSITUATION : CATHERINE BOOTH HOSPITAL

SERVICE: SERVICING UNINTERRUPTED POWER SUPPLY SYSTEMS.

CLOSING DATE:

TENDER NUMBER: ZNQ:

This is to certify that I

A representative of (Tenderer)

Of Address:
.....
.....

Telephone No:

E-Mail address:

Attended the Pre-Tender Briefing Meeting on (date)

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

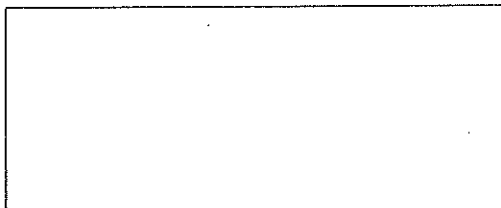
Tenderer's name:

Tenderer's Signature:

Employer's representative name:

Employer's representative signature:

DEPARTMENTAL STAMP:



PART SIX

DECLARATION OF INTEREST
(Bidder to complete)

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

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

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

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:

.....

2.5 Tax Reference Number:

2.6 VAT registration Number:

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

¹"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

Name of person / sector/trustee/shareholder/member:

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

.....

Position occupied in the state institution:

Any other particulars:

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

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

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

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

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

2.8.1.1. If so, furnish particulars:

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

2.9.1 If so, furnish particulars.

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) Between any other bidder and any person employed by the state who may be involved with the Valuation and or adjudication of this bid? YES/NO

2.10.1 If so, furnish particulars.

2.11 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

2.11.1 If so, furnish particulars:

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

Full Name	Identity Number	Personal Income Tax Reference Number	State Number/Persal Number	Employee

DECLARATION

I, the undersigned (name).....

I certify that the information furnished in paragraphs 2 and 3 above is correct.
 I accept that the state may reject the bid or act against me should this declaration prove to be false.

.....
 Signature Date

 Position Name of bidder

PART SEVEN

EXECUTION PLAN

- 1.1 The bidder will be required to provide an efficient and effective service. Therefore, The bidder is required to submit proof that he/she has required capacity to execute The contract tendered for successfully. The bidder must references or states his/her Experience as a company to undertake the contract. References of past experience Of owners /employees of new entities must accompany the bid document. Alternatively, the bid must submit a projects execution plan that the company will Utilise to successfully execute the contract in term of Manpower, machinery, process control, infrastructure, etc. (refer to attach as Annexure B)
- 1.2 It is a bid condition that prior to an award of the bid being made and/ or during the Evaluation process, the Department of Health reserves the right to conduct Inspections of the premises of the most acceptable bidder. Therefore premises of The bidder shall be open, at reasonable hours, for inspection by a representative of The Department of Health or organization acting on its behalf.

**ANNEXURE B
EXECUTION PLAN**

The bidder must provide an execution plan on how the contract is going to be effected successfully:
 (Please refer to clause 23).

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