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## KZN Health Intranet

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**AdvertQuote**



### Quotation Advert

Opening Date: 2021-01-22

Closing Date: 2021-01-29

Closing Time: 11:00

#### INSTITUTION DETAILS

Institution Name: Zululand district office

Province: KwaZulu-Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required: Ceza EMS

Date Submitted: 2021-01-20

#### ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ: ZUL-69/20/21

Item Category: Goods

Item Description: SUPPLY AND INSTALL A NEW PARKHOME FOR CEZA EMS BASE

Quantity (if supplies): 01

#### COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Not Applicable

Date:

Time:

Venue:

QUOTES CAN BE COLLECTED FROM: DOWNLOADED FROM DEPARTMENT WEBSITE/HEALTH DISTRICT OFFICE ^  
SCM ZONE 6 GROUND FLOOR

QUOTES SHOULD BE DELIVERED TO: ZULULAND HEALTH DISTRICT OFFICE TENDERBOX


#### ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name: S.T.MHLUNGU

Email: thabisile.madela@kznhealth.gov.za

Contact Number: 0358740681

Finance Manager Name: K.S.GWALA

Finance Manager Signature: 

No late quotes will be considered





**DECLARATION OF INTEREST**

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

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

- |  |   |
|--|---|
| 2.1. Full Name of bidder/representative.....   | 2.4. Company Registration Number: ..... |
| 2.2. Identity Number: .....  | 2.5. Tax Reference Number: .....        |
| 2.3. Position occupied in the Company (director, trustee, shareholder <sup>2</sup> ):..... | 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? YES  NO

*(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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<sup>1</sup>"State" means –  
 a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);  
 b) any municipality or municipal entity;  
 c) provincial legislature;  
 d) national Assembly or the national Council of provinces; or  
 e) Parliament.

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

## SPECIAL CONTRACT CONDITIONS OF QUOTATIONS

### 1. AMENDMENT OF CONTRACT

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

### 2. CHANGE OF ADDRESS

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

### 3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

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

### 4. 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 N/A take place
- (ii) Date   /  /   Time   :   Place

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**

**SBD 6.1**

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

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

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to all quotes:
  - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2 The value of this quote is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 1.3 Points for this quote shall be awarded for:
  - (a) Price; and
  - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this quote is allocated as follows:

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the quote, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a quote is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2. DEFINITIONS**

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



**3. POINTS AWARDED FOR PRICE**

**3.1 THE 80/20 PREFERENCE POINT SYSTEMS**

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

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

- P<sub>s</sub> = Points scored for price of bid under consideration
- P<sub>t</sub> = Price of bid under consideration
- P<sub>min</sub> = 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	NO	
-----	----	--

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	NO	
-----	----	--

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.

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

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



## **ZULULAND HEALTH DISTRICT OFFICE**

### **MAINTENANCE QUOTATIONS**

### **EVALUATION CRITERIA FOR QUOTATIONS ABOVE R30 000**

ZNQ: Zul-69/20/21

**DESCRIPTION: Supply and install a new parkhome for Ceza EMS.**

All offers received shall be evaluated on the following:

**1. Specifications:**

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

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

**2. Priority areas or qualifying criteria to be considered during evaluation and award**

- a) All information required in the bid document must be accurate and duly completed including all the appropriate signatures.
- b) None compliance with any requirements from this document and terms and conditions attached may result to elimination from further evaluation process.
- c) The institution is under no obligation to accept the lowest or any quotation.
- d) The price quoted must include VAT and remain firm for the contract period.
- e) The bidder must ensure the correctness and validity of quote.
- f) Registration on Central Suppliers Database.
- g) Registration on CIDB.
- h) Previous service rendered (Quality, Duration and record of offers declined)
- i) Database of tender defaulters
- j) Late quotations will not be considered.
- k) All pages of the tender document must be initialed or signed.
- l) Delivery period.

m) Supplier classification industry to be relevant with required goods or service.

**3. Compulsory administrative compliance requirements that must be submitted with the bid**

- a) The bidder must submit certified copy of a registration certificate with CIPC
- b) Valid Original Tax Clearance or certified copy.
- c) Letter of Undertaking (showing experience and the capacity to execute the project and the references).
- d) Certified Copy of the B-BBEE Certificate.
- e) Certified copy of CIDB certificate
- f) Proof of registration with Approved Inspections Authority on all electrical installations.
- g) Signed Declaration of interest forms
- h) Central Supplier Database number

***Where certified copies are requested, bidders must not submit copies of certified copies. Original certification should not be older than three (3) months. Failure to comply with this requirement shall invalidate the bid submitted.***

**4. Preferential Point System:**

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

PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE	100

**5. Execution plan**

The bidder is required to submit proof that he/she has the required plan to execute the contract. The bidder must submit a project execution plan that the company will utilise to successfully execute the contract in terms of manpower, machinery, process control, infrastructure, Delivery Period, Company Experience, risk management plan and safety plan.

**6. Contract duration or Delivery period**

This project is anticipated to be completed in a period of **30 days** after receiving an order unless unforeseen circumstances may arise.

It is imperative to complete the delivery period field on the quotation form. All quotations returned with blank field on delivery period will be disqualified.

Note: For purposes of comparison and in order to ensure a meaningful evaluation, bidders must submit detailed information in substantiation of compliance to the evaluation criteria mentioned. Should the space provided not be adequate, bidders are kindly requested to add extra pages.

**PROVINCE OF KWAZULU-NATAL  
DEPARTMENT OF HEALTH  
ZULULAND DISTRICT**



**Supply and install a new park home at Ceza  
ems**

**(TECHNICAL SPECIFICATIONS)**

**Institution : Ceza Ems**

## PROJECT SPECIFICATION

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 Schedule of Rates*

### PART 1

#### 1.1. SCOPE OF WORK

- 1.1.1 Remove existing park home
- 1.1.2 Electrical Connection to park home
- 1.1.3 Plumbing connection
- 1.1.4 Installation of blinds, burglar guards
- 1.1.5 Installation of air conditioners- split units –alliance 9000BTU hot & cold(fit steps-2T

### PART 2

#### 2.1 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.

### Part 3

#### 3.1 Requirements.

- 3.1.1. CIDB grading = 2GB plus
- 3.1.2. The contractor to submit Trade Test Certificate together with documents for the person who will monitor the work and will be onsite every day. (This will be considered on evaluation and awarding).
- 3.1.3. The contractor to submit work plan also to include delivery date since all building will be operating.
- 3.1.4. The contractor to return fully filled Bill of Quantity.
- 3.1.5. The contractor to comply with EPWP projects specification.
- 3.1.6. The contractor to have the engineers requirements for quality control of all work done.
- 3.1.7. The contractor to provide the proof of similar work that were done previously.

### Part 1

#### 4.1. MATERIALS:

- 4.1.1 Proprietary materials where specified are to be of the brand specified or other approved by the Department.
- 4.1.2 All primers, emulsion paints, enamels, stains, varnishes, etc. are to comply with the relevant SANS specification. Paints, etc. shall be suitable for application on the surfaces to which they are being applied and those used externally shall be of exterior quality or suitable for exterior use. For any particular work the priming coat and subsequent coats of paint are to be executed with paints from the same manufacturer and in accordance with that manufacturer's instructions.



- 4.1.3 The materials are to be brought to the site in unopened containers and no adulteration will be permitted, except thinners of a quantity and quality directed by the manufacturer.
- 4.1.4 The Department shall at all times be permitted to take samples for testing purposes from open containers of any brand of paint being used on the work.
- 4.1.5 All materials, if and when required by the Department, will be subject to tests by the South African Bureau of Standards, and the cost of such tests, should the material under test not meet the requirements of this specification, shall be borne by the Contractor. Fillers and stoppings are to be suitable for use with the material being filled or stopped and to the approval of the Department.

## 4.2. PREPARATORY WORK:

- 4.2.1 All new and existing surfaces are to be thoroughly dry and are to be cleaned of all dust, dirt, grease, oil, rust, scale, efflorescence, fungus, loose or flaking material, etc. rubbed down, stopped, filled, knotted and sanded smooth as required in accordance with the paint manufacturer's recommendations and to the approval of the Department prior to the application of paint, etc.
- 4.2.2 Ceilings are to have nail heads, including those to cornices and cover strips, primed and stopped up as necessary and rubbed down smooth. Asbestos cement shall be primed with an approved alkali resistant primer before the application of subsequent coats which are not, in themselves, alkali resistant.
- 4.2.3 Iron, steel and other ferrous metals shall be cleaned in accordance with SANS Code of Practice 064 to remove rust, scale, grease, oil, etc. and the surface brought to a bright metallic condition. Galvanized iron and zinc shall be cleaned in accordance with SANS Code of Practice 062 to remove the manufacturer's temporary protective coating, white rust, etc.
- 4.2.4 Other non-ferrous metals shall be thoroughly cleaned to remove all milling oils, temporary protective coatings, etc. and the surface abraded with fine water-paper and white spirit.
- 4.2.4 Woodwork to be painted shall have all knots and resinous areas treated with an approved knotting, the surface shall then be primed and all holes, etc. stopped and rubbed down smooth,
- 4.2.5 Woodwork to be oiled, stained, varnished, etc. shall be free of all stains, pencil marks and other surface discolorations and all holes, etc. stopped with tinted stopping and rubbed down smooth.
- 4.2.6 In preparing existing glazed sashes and sash doors, all loose putty is to be removed, the rebates primed and glass re-sprigged and re-puttied as necessary before the painting is commenced.
- 4.2.7 Previously distempered or lime washed surfaces to receive any other type of paint, are to have the existing distemper or lime wash completely removed by scraping or wire brushing and the surfaces treated with an approved bonding liquid.
- 4.2.8 Where existing paint film are in good condition any flaking or bared patches are to be properly feathered into the surrounding paint and spot primed as necessary.
- 4.2.9 Where existing paint films are in poor condition and require to be removed completely, they are to be removed by means of wire brushing, paint remover, burning off, or other approved method.
- 4.2.10 Paint removers shall be free of wax and caustic substances and shall preferably be of water rinse able type. When burning off paint from wood, care must be taken to avoid charring the wood.

4.2.11 The final state of preparatory work to existing decorated surfaces shall in all cases produce in the finished decorated surfaces a condition similar to new work.

4.2.12 The Contractor will be held responsible for the proper and adequate preparation of the surfaces and any work which fails to meet the manufacturer's recommendations must be made good at the Contractor's expense to the satisfaction of the Department.

### **4.3. APPLICATION OF PAINTS, ETC.**

4.3.1 Painting may be carried out by brush, roller or spray as recommended by the manufacturer and to the approval of the Department. All paints, etc. are to be applied in strict accordance with the manufacturer's instructions. Each coat of paint is to be adequately and permanently keyed onto the previous coat or surface and shall be evenly distributed and continuous and shall dry to a smooth film, free from sags, runs or other imperfections. Each coat of paint is to be of a colour distinctive from previous or succeeding coats.

4.3.2 All painting must be done in accordance with a colour scheme which will be provided by the Department and rates for painting etc. are to include for all cutting in of contrasting colours and masking as required. No distinction has been made where more than one colour of the same material is required on the walls or ceiling of the same room.

4.3.3 Samples of colours for the final coats are to be prepared in all cases to the approval of the Department and all work must be finished to the approved colours.

4.3.4 Backs of wood door and similar frames and the surfaces of other new or prefixed joinery in contact with brickwork, etc. and built in as the work proceeds, shall be primed or sealed before building in to prevent moisture seeping into the wood from the mortar bedding.

4.3.5 Tongued and grooved and rebated edges of boards in batten doors and other such like inaccessible parts of new joinery shall, before assembly, be primed, or where the joinery is to receive a finish other than paint, be given one coat of such other finishing material.

4.3.6 All new external structural timbers shall be primed before the timbers are fixed in position and shall include all surfaces such as backs of fascia's and barge boards.

### **4.4. PAINTWORK TO PREVIOUSLY PAINTED PREPARATORY WORK EXISTING SURFACES**

4.4.1 All previously painted surfaces must be sanded and thoroughly washed down and allowed to dry completely before paints is applied. Blistering or peeling shall be completely removed and cracks shall be opened, filled with suitable filler and finished smooth.

4.4.2 Previously painted metal surface shall be thoroughly rubbed and cleaned down. Blistered or peeling shall be completely removed.

4.4.3 Previously painted wood surface shall be thoroughly cleaned down, Blistered or peeling paint shall be peeling paint shall be completely removed and cracks and crevices shall be primed, filled with suitable filler and finished smooth.

### **4.5. RATES:**

4.5.1 Rates for painting, etc. are to include for all preparatory work, and where spraying is employed, are to include or adequately masking all surrounding areas.

- 4.5.2 Where diameters of pipes are stated these are the nominal internal diameters, and rates for painting pipes are to include for painting the holder bats, hangers, clips, etc. supporting the pipes.
- 4.5.3 Rates are to include for providing all necessary dust sheets, covers, etc. taking all necessary precautions to prevent marking the surfaces of joinery, walls, floors, glass, electrical fittings, etc. All surfaces disfigured or otherwise damaged shall be completely renovated or replaced as necessary to the approval of the Department at the Contractor's own expense.

# SCHEDULE OF RATES

## 5. WORK TO BE DONE AND SCHEDULE OF PRICES: CEZA EMS PARK HOME

Item	DESCRIPTION	UNIT	QTY	RATE/ UNIT		TOTAL	
				R	c	R	c
	<p><b>NOTE:</b> All rates for items contained in this Schedule of Prices must be filled <b>excluding</b> the applicable Value Added Tax. All prices shall include labour and transport. The Administration reserves the right to Negotiate prices in the Bill of Quantities</p> <ol style="list-style-type: none"> <li>1. The contractor to provide their own water and electricity</li> <li>2. The contractor is not allowed to sleep on site</li> <li>3. The contractor is not allowed to work during the weekends</li> <li>4. All rubbles must be removed and the contractor to comply with OHS Act</li> <li>5. Service provider to produce Electrical &amp; plumbing compliance Certificate.</li> <li>6. Contractor to comply with COVID-19 requirements</li> </ol>						
	<b>INSTITUTION: CEZA EMS PARK HOME</b>						
	<p><b>PROPRIETARY ARTICLES:</b> All equipment and material used in this contract shall be that which is specified or other approved.</p>						
	<b>NO 1 Single office – 9,6m x3,05m</b>		1				
	<b>The above comes complete with:</b>	unit	1				
1	Door- exterior single chromadek(exterior door chromodek(complete with 1 partitions( no interleading door) 1 partitions ( with interleading door)	unit	1				
	Supply and install burglar guards aluminium – Fws 1100 x 900	unit	3				
	Blinds – hunters green to fit window 1100 x 900	unit	3				
	Air- Conditioners-split units-Alliance -9000BTU Alliance Hot & COLD (FIT	unit	3				
	Steps – 2 tier	unit	2				
	From lundi to Ceza	km	+/-40				
					R		
<b>Carried To Collection Summary PS 1</b>					R		



**COLLECTION SUMMARY**

**INSTITUTION: CEZA EMS PARK HOME**

**PROJECT: SUPPLY AND INSTALL A NEW PARK HOME.**

**NOTE:**

**THIS COLLECTION SUMMARY MUST BE COMPLETED IN FULL BY THE CONTRACTOR AND RETURNED TOGETHER WITH THE TENDER FORM.**

Collection Summary PS 1	R		
Collection Summary PS 2	R		
SUB-TOTAL	R		
ADD Provision for Value Added Tax Allow 15% of SUB-TOTAL			
<b><u>TOTAL: CARRIED TO FORM</u></b>	<b>R</b>		



## SECTION U

### SPECIAL TERMS AND CONDITIONS

#### INTRODUCTION

- (a) Bidder/s must ensure that they are fully aware of the Conditions contained in this bid document as they shall become the Conditions of Contract once the bid is awarded.
- (b) Only bidders that fully meet the specifications shall be accepted.

#### 1. ACCEPTANCE OF BID

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

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

1.3 The Department will assess the financial position and capability of the bidders to deliver. In order to do this, bidders must supply the Department with a Bank Guarantee/Guarantee/confirming the financial capability of the bidder to deliver the contract for the duration of the project. This Guarantee must be in writing and must be issued in relation to the bid and be verifiable by the Department. Failure to provide written and valid Guarantees will render the bid non responsive thereby invalidating the bid. If, on verification by the Department, it is established that the Guarantee provided by the bidder is insufficient, invalid and cannot be confirmed, the bid will be rendered non responsive and thereby invalidating the bid. The Department reserves the right to contact and collect information from any third party/institution/organisation issuing the Guarantee on behalf of the bidder.

#### 2. AMENDMENT OF CONTRACT

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

#### 3. CHANGE OF ADDRESS

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

#### 4. CIDB RATING REQUIRED

The CIDB Rating 2 GB or higher

#### 5. COMPLIANCE WITH SPECIFICATION REGULATIONS AND STANDARD REGULATIONS (INCLUDING SABS/SANS/CKS SPECIFICATIONS)

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

5.2 The operation, construction, material and components of the equipment specified, must comply with the latest requirements of:

- i) The Occupational Health and Safety Act (Act 85, 1993) as amended.
- ii) The Environmental Guidelines for Drilling and Test Pumping Operations
- iii) SANS 10142: Code of Practice for Wiring of Premises.
- iv) All building works shall be in accordance with the Standard Preambles to All Trades.

The contractor should fully familiarise himself with these documents prior to quoting.

Inspection and testing on site, by the approved inspection authority, must be carried out prior to commissioning and after installation.

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

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

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

## 6. CONSTRUCTION

Installation must be carried out in accordance with the South African Bureau of Standards Code of Practice for the application of National Building Regulations, the KZN Standard Preambles to all Trades, the KZN General Electrical Specification, the South African Bureau of Standards Code of Practice for the Wiring of Premises SANS 0142 and the Occupational Health and Safety Act and Regulations 85/1993 as amended.  
NOTE: All electrical equipment shall comply with NER Regulation of voltage.

Standard Preambles can be obtained on request from the Departmental offices at 191 Peter Kerchhoff Street, Pietermaritzburg or may be accessed on the Departmental website at <http://www.kznhealth.gov.za/>

## 7. SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM

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

## 8. COUNTER OFFERS

Bidders' attention is drawn to the fact that counter offers with regard to any of the abovementioned Special Conditions of Contract will invalidate such bids

## 9. DETAILS OF CURRENT CONTRACTS HELD BY THE BIDDER (refer to Annexure A)

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

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

## **10. EQUAL BIDS**

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

## **11. EXECUTION PLAN**

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

11.2 It is a bid condition that prior to an award of the bid being made and/or during the evaluation process, 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 or organization acting on its behalf.

## **12. EXECUTION PERIOD**

The work shall be completed within six (8) weeks from the date of the official order/letter of acceptance.

## **13. EXTENSION OF CONTRACT**

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

## **14. FIRM PRICES**

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

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

## **15. GENERAL REQUIREMENTS**

Bidders are to make special note of the following:

In so far as the conditions contained herein are at variance with any obtained in the Technical Specifications, the contract shall be interpreted in terms of this Part 3 (Particular Specification).

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

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 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.B.S. mark bearing items shall be used wherever possible.

Allow for any anti-vibration equipment required to ensure that the installation is completely acceptable to.

The complete installation shall be maintained for a period of twelve months after acceptance in writing by and shall allow for routine inspections not less frequently than two times a year.

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

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

Bidders 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 Department of Health.

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

## **16. GUARANTEE**

- 16.1 All equipment, material, mechanical work and workmanship provided under the Contract must be guaranteed for a minimum period of twelve (12) months from the date of commissioning. The successful bidder must arrange with the both before installing and commissioning the equipment. The bidder to note that the Guarantee period must only take effect upon successful commissioning and successful test and acceptance by the Department of Health.
- 16.2 The Bidder must state the guarantee period of the equipment offered.
- 16.3 Any breakdown during the guarantee period must include all costs (spares, labour, travelling and sundries) for any prescribed maintenance service (major and minor) as well as any QA testing that is required by during the guarantee period.
- 16.4 Travelling distance and travelling time must be included during the guarantee period.
- 16.5 Spares that may be required during the guarantee period will be supplied at the expense of the bidder.

16.6 Downtime during the guarantee period must extend the guarantee time on a day-to-day basis.

16.7 Original certified copies of certificates to be attached to the to the bid document, failure to comply will disqualify the offer.

**17. INFORMATION REQUIRED FROM BIDDER (please mark as Annexure E)**

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

17.2 Where they have their Headquarters.

17.3 Where they have their Regional Offices.

} Details to be supplied  
on company's  
letterhead.

**18. INJURIES TO STAFF**

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

**19. IRREGULARITIES**

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

**20. JOINT VENTURES**

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

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

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

20.4 Each party to a Joint Venture/Consortium must submit an original valid Tax Clearance Certificate together with the bid before the closing date and time of bid.

**21. LATE BIDS**

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

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

**22. NOTES TO BIDDERS**

- 22.1 Contractors are urged to ensure that safety measures as per the Occupational Health and Safety (OHS) Act are in place before any work is undertaken.
- 22.1 All dimensions and sizes shall be checked and confirmed before any work is undertaken or materials ordered. Any discrepancies shall be brought to the attention of the project leader immediately.
- 22.3 All work is to be carried out as per the specification issued with this document, no alterations will be allowed unless the project leader grants prior authority.
- 22.4 Department of Health reserves the right to negotiate prices in the Bill of Quantities.
- 22.5 All materials used in this contract shall be that which is specified or other approved by the Department of Health or SANS.
- 22.6 All materials and fittings—structural, electrical and mechanical—shall comply with standard specifications (copies available on request).
- 22.7 Contractors are advised to visit site to acquaint themselves with the site and the layout of the institution as no claims on the grounds of ignorance of the locality/siting or access to the institution will be entertained later.
- 22.8 Contractors are informed that living on the institutions premises during the contract is not allowed and arrangements for accommodation will have to be made.
- 22.9 All rates for items contained in this Schedule of Prices must be computed excluding the applicable VAT.
- 22.10 All rates quoted shall be inclusive of transport, labour and profit but exclude VAT.
- 22.11 Where steel components/materials are used in this contract, all such materials shall be hot deep galvanised unless other materials such as stainless steel is specified.



**23. MAINTENANCE AND SERVICE**

23.1. Where the Department of Health has requested bidders to include a price for a service contract for maintenance/planned preventative maintenance to become effective at the end of the guarantee period.

23.2. The price for maintenance and service costs will form part of the pricing structure for evaluation purposes but will not necessarily bind the Department of Health into entering into an agreement on the basis of such price.

23.3. The bidder must have a well-established service and repair facility in KwaZulu-Natal to service, repair and calibrate the equipment offered. Please supply details as follows:

Company Name \_\_\_\_\_

Technician(s) name in KZN \_\_\_\_\_

Physical Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone number(s) \_\_\_\_\_

Fax number \_\_\_\_\_

E-mail address: \_\_\_\_\_

State Number of other medical equipment "Repair & Service" Agencies (excluding your Agency) represented by the subcontractor, where applicable.

**SUBCONTRACTOR Where applicable**

If the service is subcontracted to a local service agent, a signed copy of the letter of appointment by the bidder and acceptance by the subcontractor must be submitted with this bid / quotation. Please supply details as follows:

Company name : \_\_\_\_\_

Technician/s name/s: \_\_\_\_\_  
(Based IN KZN)

Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number/s: \_\_\_\_\_

Fax number : \_\_\_\_\_

E-mail address: \_\_\_\_\_

## FULLY COMPREHENSIVE SERVICE AGREEMENT

The bidder must state the number of services per annum that are required for the equipment offered as per the manufacturer's recommendations.

The bidder must state the cost (inclusive of vat.) of each service per unit.

The bidder must include all costs (inclusive of vat) ie; labour, travelling, mileage, spare parts, service kits, breakdowns and all call outs that is required for the servicing of each unit. (The bidder must attach on a separate annexure detailing the cost of each of the above.)

The bidder must attach proof of the number of services as per the manufacturer's recommendation.

The bidder must submit a draft maintenance and service agreement with their bid.

The bidder must complete the schedule below.

<u>Number of Services Required Per Unit</u>	<u>Cost of each service per Unit</u>	<u>Quantity of units</u>	<u>Total Cost</u>

Institution for which the equipment is intended \_\_\_\_\_

Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### 24. MATERIALS FROM THE ALTERATIONS

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

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

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

### 25. NOTICE OF DISCONNECTIONS

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

## **26. NOTIFICATION OF AWARD OF BID**

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

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

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

27.1 A contractor shall be paid by the Department of Health in accordance with supplies delivered and services rendered.

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

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

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

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

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

## **28. PENALTY CLAUSE**

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

## **29. PRICES-ONLY OFFER**

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

Proof of reasonableness will be determined in the following sequence:

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

## **30. PROVINCIAL SUPPLIERS DATABASE**

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

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

### **31. PUBLIC LIABILITY INSURANCE**

31.1 The successful contractor must provide proof of Public Liability Insurance at site hand over. Regular inspection will be conducted by the Departmental officials to ensure quality and standards are adhered to.

31.2 In the event of products tested the contractor will bear the cost of any item failing to meet the relevant standard.

### **32. RATE OF EXCHANGE**

32.1 All bids involving imported products must use the rate of exchange that was applicable 14 days prior to the closing date indicated in the bid documents. If this day falls on a week-end or public holiday, the next working day must be used.

32.2 Bidders must submit documentary proof (in the form of a certified copy) from their bank or any other legally recognised financial institution, clearly indicating what the rate of exchange was 14 days prior to the closing date, as mentioned above. Information may be obtained from the internet from a financial institution's website.

32.3 In addition to this, the bidder must confirm that the bid price relating to an imported product was based on the rate of exchange 14 days prior to the closing date as mentioned above.

32.4 The Department of Health reserves the right to re-negotiate the price should there be a reduction of price in the market.

### **33. SPECIAL CONDITIONS OF CONTRACT**

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

### **34. STEELWORK**

All steel members for water tanks and support structure shall be as per drawing supplied hot deep galvanised prior to assembly. All holes and welding as required shall be done before galvanising as no welding or drilling of steel members will be allowed on site.

### **35. TAX AND DUTIES**

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

### **36. UNSATISFACTORY PERFORMANCE**

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

- (a) Before any action is taken, the institution shall warn the contractor by registered/certified mail that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the contractor does not perform satisfactorily despite the warning the institution will:
  - (i) take action in terms of its delegated powers
  - (ii) make a recommendation to its Head Office for cancellation of the contract concerned.
- (b) When correspondence is addressed to the contractor, reference will be made to the contract number/item number/s and an explanation of the complaint.

### **37. VALIDITY PERIOD OF BID AND EXTENSION THEREOF**

The validity (binding) period for the bid must be 180 days from close of bid. However, circumstances may arise whereby this Department may request the bidders to extend the validity (binding) period. Should this occur, the Department will request bidders to extend the validity (binding) period under the same terms and conditions as originally tendered for by bidders. This request will be done before the expiry of the original validity (binding) period.

### **38. VAT**

38.1 Bid prices must be inclusive of VAT.

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

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

#### **NOTE:**

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

## ANNEXURE A

**Bidders to complete Part A and B as applicable**

**PART A**

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

Signed (bidder) \_\_\_\_\_ Date: \_\_\_\_\_

Signed (witness) \_\_\_\_\_ Date: \_\_\_\_\_

**PART B**

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

DATE OF COMMENCEMENT	EXPIRY DATE	VALUE OF CONTRACT	CONTRACT DETAILS That is, with whom held, phone number and address/s of the company.

Signed (bidder) \_\_\_\_\_ Date \_\_\_\_\_

Signed (witness) \_\_\_\_\_ Date \_\_\_\_\_





## **ANNEXURE C**

### **(Letter of Undertaking)**

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

## GENERAL CONDITIONS OF CONTRACT

**DEFINITIONS:** The following terms shall be interpreted as indicated:

- (a) "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- (b) "Contract" means the written agreement entered into between the Province and the Contractor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (c) "Contract price" means the price payable to the Contractor under the contract for the full and proper performance of his contractual obligations.
- (d) "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- (e) "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- (f) "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- (g) "Day" means calendar day.
- (h) "Delivery" means delivery in compliance with the conditions of the contract or order.
- (i) "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- (j) "Delivery into consignees store or to his site" means delivery and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the Contractor bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- (k) "Dumping" occurs when a private enterprise abroad market its goods and services on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- (l) "Force majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such event may include, but is not restricted to, acts of the Province in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- (m) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- (n) "GCC" means the General Conditions of Contract.
- (o) "Goods" means all the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

- (p) "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the Contractor or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic, where supplies covered by the bid will be manufactured.
- (q) "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- (r) "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- (s) "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- (t) "Project site" where applicable, means the place indicated in bidding documents.
- (u) "Province" means the procuring Department, incorporating the KwaZulu-Natal Provincial Legislature.
- (v) "Republic" means the Republic of South Africa.
- (w) "SCC" means the Special Conditions of Contract.
- (x) "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the Contractor covered under the contract.
- (y) "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **1. CESSION OF CONTRACTS**

- 1.1 The Contract is personal to the Contractor who shall not sub-let, assign, cede or make over the Contract or any part thereof, or any share of interest therein, to any other person without the written consent of the Province, and on such conditions as it may approve.
- 1.2 This sub-clause shall not apply to sub-contracts given to regular suppliers of the Contractor for materials and minor components relating to the goods or services supplied. The Province reserves the right to require the Contractor to submit, for noting, the names of such sub-contractors in order to ascertain their registration on the Provincial Suppliers Database and they must be legal entities.

## **2. DISCREPANCIES**

Should there appear to be any discrepancies, ambiguities or want of agreement in description, dimensions, qualities or quantities in the Contract, the Contractor shall be obliged to refer the matter to the Provinces' Representative for a decision, before proceeding to execute the Contract or part thereof in respect of which the said discrepancies, ambiguities or want of agreement appear to exist.

### 3. QUALITY AND GUARANTEE

- 3.1 All Goods supplied shall be equal in all respects to samples, patterns or specifications where such are provided. Any changes to quality or brands will have to be approved by the Province, as this is a change to the conditions of the contract.
- Should the Province, after the award of the Contract and/or during the manufacture of the goods specified, decide on a variation or alteration to the specification, either at the suggestion of the Contractor or otherwise, which will be to the Province's advantage, such variation or alteration shall be performed to the Province's satisfaction. Any variation in the Contract Price arising there from shall be subject to agreement between the Province and the Contractor.
- 3.3 The Contractor shall not be relieved of his obligations with respect to the sufficiency of the materials and workmanship and the quality of the Goods supplied by the reason of no objection having been taken thereto by the Province's Representative at the time the Goods were delivered.
- 3.4 The Contractor warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The Contractor further warrants that all goods supplied under this contract shall have no defect, arising from design, materials or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the Contractor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of the final destination.
- 3.5 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in the Special Conditions of Contract.
- 3.6 The Province shall promptly notify the Contractor in writing of any claims arising under this warranty. The Contractor shall immediately remedy the said defect free of cost to the Province. Should the Contractor delay remedial work in excess of time stipulated by the Province's representative, the Province may have such remedial work executed at the Contractor's expense. Should the Province decide that the defect is such that it cannot be remedied, the Goods may be rejected. Such rejected goods shall be held at the risk and expense of the Contractor and shall, on request of the Province, be removed by him immediately on receipt of notification of rejection. The Contractor shall be responsible for any loss the Province may sustain by reason of such action as the Province may take, in terms of this clause.
- 3.7 The risk in respect of the Goods purchased by the Province under the contract shall remain with the Contractor until such goods have been delivered to the Province.
- 3.8 The principle feature of the Goods and Work are described in the Goods or Services Information, but the Goods or Services Information does not purport to indicate every detail of construction, fabrication or arrangements of Goods and Works necessary to meet the requirements. Omission from the Goods or Services information of reference to any part or parts shall not relieve the Contractor of his responsibility for carrying out the Work as required under the Contract.
- 3.9 If any dispute arises between the Province and the Contractor in connection with the quality and guarantee of the Goods, either party may give the other notice in writing of the existence of such dispute, and the same shall thereupon be referred to arbitration in South Africa by a person mutually agreed upon by both parties. The submission shall be deemed to be a submission to arbitration within the meaning of the terms of the arbitration laws in force in the Republic of South Africa.

#### 4. FAILURE TO COMPLY WITH CONDITIONS AND DELAYED EXECUTION

- 4.1 If a bidder amends or withdraws his/her/their bid after the closing time but before the bidder is notified that his/her/their bid has been accepted, or when notified that his/her/their bid has been accepted, he/she/they fail/fails, within the period stipulated in the conditions of bid or such extended period as the Province may allow, to sign a contract or to provide security when requested to do so, he/she/they shall, unless the Province decides otherwise, and without prejudice to any other right which the Province may have under paragraphs 4.2 and 4.4, including the right to claim damages if a less favourable bid is accepted or less favourable arrangements are to be made, forfeit any deposit which may have been made with the bid.
- 4.2 Should the contractor fail to comply with any of the conditions of the contract, the Province shall be entitled, without prejudice to any of its other rights, to cancel the contract.
- 4.3 Upon any delay beyond the contract period in the case of a supplies contract, the Province shall, without canceling the contract, be entitled forthwith to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any supplies delivered later at the contractor's expense and risk, or forthwith to cancel the contract and buy such supplies as may be required to complete the contract, and without prejudice to its rights, be entitled to claim damages from the contractor.
- 4.4 Upon any delay beyond the contract period in the case of a service contract, the Province shall, without prejudice to any other right and without canceling the contract, be entitled forthwith to arrange the execution of the service not rendered in conformity with the contract or to cancel the contract, and without prejudice to its other rights, be entitled to claim damages from the contractor.
- 4.5 In the event of the Province availing itself of the remedies provided for in paragraph 4.2 -
- 4.5.1 the contractor shall bear any adverse difference in price of the said supplies services and these amounts plus any other damages which may be suffered by the Province, shall be paid by the contractor to the Province immediately on demand, or the Province may deduct such amounts from moneys (if any) otherwise payable to the contractor in respect of supplies or services rendered or to be rendered under the contract or under any other contract or any other amounts due to the contractor; or
- 4.5.2 if the Contractor fails to supply the goods or render the service within the period stipulated in the contract, the Province shall have the right, in its sole discretion, to claim any damages or loss suffered.
- 4.6 No damages shall be claimed in respect of any period of delay which the contractor can prove to be directly due to a state of war, sanctions, strikes, lockouts, damage to machinery as a result of accidents, fire, flood or tempest or act of God, which could not be foreseen or overcome by the contractor, or to any act or omission on the part of persons acting in any capacity on behalf of the Province.
- 4.7 If the delivery of the supplies or the rendering of the service is likely to be delayed or is in fact being delayed on account of any of the reasons mentioned in paragraph 4.6, full particulars of the circumstances shall be reported forthwith in writing to the Province and at the same time the contractor shall indicate the extension of the delivery period which is desired.

#### 5. PATENTS

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

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

## 6. PACKAGING, MARKING AND DELIVERY

- 6.1 All goods shall be crated, packed or battened securely in such a manner as to prevent damage during loading, transport and off-loading. Unless otherwise specified, packing cases and packing materials are included in the Contract Price, and shall be and remain the property of the Province.
- 6.2 All goods shall be clearly marked in the manner stated in the Goods or Services Information.
- 6.3 Goods shall be delivered to the address within the Province's area of jurisdiction as set out in the Special Conditions of Contract or Goods and Services Information.
- 6.4 Goods shall be delivered on Weekdays between 08:00 and 16:00, free of all charges, only when ordered upon an official letter or form of order issued by the Province. No goods will be received on Saturdays, Sundays and public holidays. This paragraph (6.4) is applicable only when not excluded in the Special Conditions of Contract.
- 6.5 Goods delivered shall in all cases be accompanied by delivery notes in duplicate, one which will be retained by the Province. The Contractor shall be responsible for the safe delivery as to the quality, quantity and condition of the goods.
- 6.6 Delivery, unless otherwise provided for in the Special Conditions of Contract, shall be affected within seven (7) days from receipt of the order. The Contractor shall advise the Province upon receipt of an order in writing of any anticipated delays, citing reasons therefore and put forward a new anticipated delivery date. The Province may then extend the delivery date, if and as it deems fit.
- 6.7 Should the Contractor fail to supply the material within the time stated in his bid, or within the extended time allowed to him in terms of clause 6.6 hereof, the Province reserves the right (after giving the Contractor seven days' notice in writing) to cancel the contract and purchase the materials elsewhere and the bidder shall refund to the Province any extra cost incurred over and above the contract price. No liability shall, however, be attached to the Contractor if delivery of materials is rendered impossible or delayed by reason of circumstances beyond the Contractor's control.
- 6.8 If the Contractor cannot produce proof satisfactory to the Province that the delay was due to circumstances beyond his control, no price increase after the due date will be recognized.
- 6.9 If at any time the Province ascertains that, due to negligence of the Contractor or for reasons beyond his control:
- 6.9.1 No work on the order has been commenced and in the opinion of the Province, there is little or no prospect of work being commenced in reasonable time;
- 6.9.2 Delivery of any materials is being or is likely to be delayed beyond the delivery date promised, and/or
- 6.9.3 There is little or no prospect of the order being completed within a reasonable time after the promised date; the Province may, by notice to the Contractor in writing, cancel as from the future date specified in such notice, the whole or any part of the order in respect of which material has not been delivered by that date without incurring any liability by reasons of such cancellation. The cases where circumstances beyond the control of the Contractor have delayed commencement or completion of the order, cancellation of the order will be effected by mutual arrangement or where this is not possible by the decision of the Province. The Contractor shall then as soon as possible after such date deliver to the Province that part of the order which has been completed, and payment is to be effected is for the part

performance on a proportional basis, subject to the uncompleted part not being an integral or essential part of the contract.

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

## 7. CONSIGNMENT OF GOODS

7.1 Goods, if delivered by Spoornet may be consigned carriage paid in the Contractor's name, care of the Province to the place of delivery stipulated, but not in the name of the State. Goods consigned to stores located in areas which Spoornet may refuse to deliver, must be done so care of a local agent or to a local depot from which they may be re-delivered by road to such stores.

7.2 Contractors shall arrange with Spoornet to deliver goods to the Province's stores during the hours and on the days that the stores are open.

7.3 The Province will not be responsible for any damage, re-delivery charges or any other charges raised by Spoornet.

7.4 Claims on the South African Transport Services or on any other carrier in respect of weight, quantity, damage or loss, shall be made by the Contractor.

## 8. PAYMENT

8.1 The Contractor shall furnish the Province with an invoice accompanied by a copy of the delivery note upon fulfilment of other obligations stipulated in the contract.

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

8.3 Payments will be made in Rand unless otherwise stipulated.

8.4 Payments for goods are made by the Province only. Any disputes regarding late or delayed payments must be taken up with the department and if a problem persists, the Supply Chain Management Office can be requested to investigate the delays.

## 9. INVOICES

All invoices submitted by the Contractor must be Tax Invoices indicating quantity ordered and quantity delivered, the amount of tax charged and the total invoice amount.

## 10. CONTRACT PRICE ADJUSTMENT

10.1 Firm contract prices shall not be subject to adjustment. contract prices which are not firm shall be increased or reduced by the amount of variation between the Cost to Bidder and the actual cost to the Contractor, such variations to be subject to the following conditions:-

10.1.1 Where the Cost to Bidder was based on a printed catalogue or list price, the variation shall be the difference between that price list and the price list actually charged. Should it transpire that the Cost to Bidder was not based on the latest available price list at the Date of Bid, the Province shall have the right to elect the price list on which any variation shall be based.

10.1.2 Where the Cost to Bidder was based on a quotation by the manufacturer, or where the Contractor is the manufacturer, and the Contract Price was based on the cost of materials and labour ruling at a certain date, the variation in the Contract Price shall be calculated by means of the Steel and Engineering Industries Federation of South Africa (SEIFSA) formula if this is stipulated in the Contract, or if the Province's representative considers it to be appropriate. Where the use of the SEIFSA formula is not appropriate, the variation shall be calculated by



means of another formula acceptable to the Province, which shall be indicated in the Special Conditions of Contract. Only those cost increases due to wage increases prescribed by regulating measures having the force of law, or increases in the cost of materials and railage as may be proven by documentary evidence, or published data, will be considered in determining Contract Price variation.

- 10.1.3 Any difference between Rates and Charges ruling at the time of bid and those actually paid by the Contractor will be for the account of the Province. The Contract Price adjustment arising from any variation in Rates and Charges shall, in every instance, be applied to the appropriate value, or tonnage, of the Goods shipped. Where a variation in the Cost to bidder has been allowed, the contract price shall be adjusted by the product of such variation and every component of Rates and Charges which is based on the value of the Goods, whether or not the costs of such components have varied.
- 10.1.4 No claim for increased costs will be entertained if the Contractor is unable to produce documentation to substantiate Cost to Bidder and Rates and Charges on which the contract price was based and documentation to support his claim. Such documentation must, in the opinion of the Province, adequately support the Contractor's claim. No claim for increased costs to the Contractor arising from negligence on his part, or that of the manufacturer, will be considered.
- 10.1.5 The Contractor shall, in respect of every consignment or shipment of Goods delivered, supply to the Province's Representative documentary evidence of variation, if any, in Cost to Bidder and Rates and Charges.
- 10.1.6 Claims for increased cost shall be submitted with the invoice for the Goods in respect of which the claim is made, or as soon thereafter as possible. Claims shall not be considered if received more than 180 days after the expiry of the Contract unless notice of intention to claim has been given to the Province before such date.
- 10.1.7 In the event of there being no claim by the Contractor for increased costs, the Contractor shall not be entitled to full payment under the Contract before he has submitted to the Province, in his own name or in the name of the manufacturer, a certificate declaring that there have been no adjustments in the cost of manufacture which entitle the Employer to a reduction in the Contract Price as provided for in this clause.

## **11. REMEDIES IN THE CASE OF DEATH, SEQUESTRATION, LIQUIDATION OR JUDICIAL MANAGEMENT**

- 11.1 In the event of the death of a contractor or the provisional or final sequestration of his/her/their estate or of his/her/their cession or transfer of a contract without the approval of the Province or of the surrender of his/her/their estate or of his/her/their reaching a compromise with his/her/their creditors or of the provisional or final liquidation of a contractor's company/closed corporation or the placing of its affairs under judicial management, the Province may, without prejudice to any other rights it may have, exercise any of the following options :
- 11.1.1 Cancel the contract and accept any of the bids which were submitted originally with that of the contractor or any offer subsequently received to complete the contract. In such a case the estate of the contractor shall not be relieved of liability for any claim which has arisen or may arise against the contractor in respect of supplies not delivered or work not carried out by the contractor, under the contract.
- 11.1.2 Allow the executor, trustee, liquidator or judicial manager, as the case may be, for and on behalf of and at the cost and expense of the estate of the contractor to carry on with and complete the contract.

11.1.3 For and on behalf of and at the cost and expense of the estate of the contractor, itself carry on with and complete the contract and in that event the Province may take over and utilize, without payment, the contractor's tools, plant and materials in whole or in part until the completion of the contract.

11.2 Should the Province elect to act in terms of paragraph 11.1.3 it shall give notice of its requirements to the executor, trustee, liquidator or judicial manager of the contractor's estate and should the said executor, trustee, liquidator or judicial manager fail within 14 days of the dispatch of such notice to make provision to the satisfaction of the Province for the fulfillment of such requirements, or should no trustee, liquidator or judicial manager be appointed within 14 days of the occurrence mentioned in paragraph 11.1, the Province may apply any remedy open to it in terms of the contract as if a breach thereof had taken place.

11.3 Should the Province act in terms of paragraph 11.1.3 the contractor must leave the premises immediately and may not occupy such premises on account of retention or any other right.

## **12. LAW TO APPLY**

The Contract shall in all respects be construed in accordance with the law of the Republic of South Africa, and any difference that may arise with the law of the Republic of South Africa, and any difference that may arise between the Province and the Contractor in regard to the Contract, shall be settled in the Republic of South Africa.

## **13. OFFERING OF COMMISSION OR GRATUITY**

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

## **14. PREFERENCES**

14.1 Should the Contractor apply for preferences in the submission of his bid, and it is found at a later stage that these applications were incorrect or made under false pretences, the Province may, at its own right:-

14.1.1 Recover from the Contractor all costs, losses or damages incurred or sustained by the Province as a result of the award of the Contract; and / or

14.1.2 Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation.

14.1.3 The Province may impose penalties, however, only if provision therefore is made in the Special Conditions of Bid.

## **15. WEIGHTS AND MEASURES**

The quantities of goods offered or delivered shall be according to South African standard weights and measures.

## **16. SECURITY**

16.1 Special Conditions of Contract relating to Surety/Guarantee requirement must be dealt with in strict compliance with the Conditions of Bid set out herein.

16.2 In respect of contracts less than R 500 000, the guarantees and sureties required may be based on a risk evaluation conducted by the Province inviting the bid.

16.3 No deposits are required for bid applications for contracts below R 500 000.

**17. ORDERS**

17.1 Goods shall be delivered and services rendered only upon receipt of a written official order or the signing of a contract with the Province, and accounts shall be rendered as indicated on the official order or in the contract, as the case may be.

17.2 The Province reserves the right to call upon any Contractor during the contract period to make known the following details:

17.2.1 Name of Institution placing order;

17.2.2 Provincial official order number;

17.2.3 Quantity ordered; and

17.2.4 List of items ordered.

**18. EXPORT LICENCES**

18.1 When orders are placed for goods in respect of which an export licence from the country of origin of supplies is required, the Contractor shall:

18.1.1 Not incur any direct or indirect costs in connection with the supply or despatch of such supplies before he has obtained such licence;

18.1.2 If the government of the country from which the supplies are to be exported refuses, or fails to grant such licence within three months of the placing of the order, the order shall be considered to be cancelled and no liability will be accepted for any loss or expenses irrespective of the nature thereof, including loss or expenditure suffered or incurred by the Contractor or any other person in respect of the production, supply, transportation or delivery of such supplies.

**19. INSURANCE**

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

19.2 Any insurance policies taken out by a Contractor to cover goods delivered for a contract must be taken out with a company registered in South Africa in terms of relevant insurance and companies acts.

## 20. INSPECTION, TESTS AND ANALYSES

- 20.1 In terms of Provincial policy, inspections of a Bidder's goods and services are permitted. Bidders and Contractors must allow reasonable access to premises to officials from the department inviting the bid, or person specially appointed by the Province to carry out inspection or tests. There are two main categories: Firstly, where the bid conditions call for goods to be inspected during the contract period. Secondly, where the inspection results are to be submitted with the bid document.
- 20.2 If it is a bid condition that goods to be produced should at any stage during production or on completion be subject to inspection, the premises of the Contractor shall be open, at all reasonable hours, for inspection by a representative of the Province or of organisation acting on its behalf.
- 20.3 Inspections tests and analyses may be carried out prior to despatch in regard to such contract goods as may be deemed necessary by the Province, and the Contractor shall provide, if required, all the required facilities for the inspection, tests and analyses of the goods free of charge and shall, if required, provide all the materials, samples and labour and available apparatus which may be required for the purposes of such inspection, tests and analyses free of charge, unless otherwise specified.
- 20.4 If there are no inspection requirements in the bid documents and no mention thereof is made in the letter of acceptance, but during the contract it is decided that inspections shall be carried out, the Province shall itself make the necessary arrangements, including payment arrangements, with the testing authority concerned. The premises of the Bidder Contractor must be open and accessible at all reasonable times for the purposes of these tests.
- 20.5 If the inspection, tests and analyses show the goods or service to be in accordance with contract requirements, the cost of the inspection, tests and analyses shall be defrayed by the Province calling for such tests or analyses. Where the supplies or services do not comply with the contract, the costs shall be defrayed by the Contractor and the Province shall have the right, without prejudice to any other legal remedy it may have, to deduct such costs from payments due to the Contractor under the contract or under any other contract.
- 20.6 Goods and services which do not comply with the contract requirements may be rejected.
- 20.7 Any goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract, and such rejected goods shall be held at the cost and risk of the Contractor who shall, when called upon, remove them immediately at his own cost and forthwith substitute them for goods which do comply with the requirements of the contract, failing which such rejected goods shall be returned at the Contractor's cost and risk. Should the Contractor fail to provide the substitute goods forthwith, the Province may, without giving the Contractor a further opportunity to substitute the rejected goods, purchase such supplies as may be necessary at the expense of the Contractor, for example, the transport costs and other expenses regarding the rejected goods must be refunded by the Contractor.
- 20.8 Where imported goods are to be inspected before delivery, the Contractor shall notify his suppliers abroad of the conditions applicable to inspections.
- 20.9 Provisions contained in sub-clause 20.1 and 20.8 shall not prejudice the right of the Province to cancel the contract on account of a breach of the conditions thereof.

## 21. RESTRICTION OF BIDDING

Without prejudice on any other legal remedies, the Province may impose restrictions on a Bidder in terms of which bids to the Province will not be accepted for such period as determined by the Province. This information may be passed to other provinces or State organisations in the Republic of South Africa. These restrictions may be imposed in terms of the breach of any of the requirements to be met in terms of the accepted bid or contract. The Province may also make a restriction on a bidder from another province or State institution applicable to this Province.

## **22. CONTRACTOR'S LIABILITY**

- 22.1 In the event of the contract being cancelled by the Province in the exercise of its rights in terms of these conditions, the Contractor shall be liable to pay to the Province any losses sustained and/ or additional costs or expenditure incurred as a result of such cancellation, and the Province shall have the right to recover such losses, damages or additional costs by means of set-off from moneys due or which may become due in terms of the contract or any other contract or from guarantee provided for the due fulfilment of the contract and, until such time as the amount of such losses, damages or additional costs have been determined, to retain such moneys or guarantee or any deposit as security for any loss which the Province may suffer or may have suffered.
- 22.2 The Contractor may be held responsible for any consequential damages and loss sustained which may be caused by any defect, latent or otherwise, in supply or service rendered or if the goods or service as a result of such defect, latent or otherwise, does not conform to any condition or requirement of the contract.

## **23. PRICE LISTS**

Price lists which are part of the contract shall not be amended without the approval of the Province, unless the SCC specify otherwise.

## **24. SUBMISSION OF CLAIMS**

- 24.1 Claims must be submitted within 180 days of the delivery date of items, but the delivery date will be calculated according to the delivery period stipulated in terms of the contract, unless an extension for late delivery has been granted by the Province.
- 24.2 For period contracts, no price increase will be granted within the first 180 days of the contract period. No price increase applications which are submitted later than 180 days after the contract period expired, will be considered. The claims shall be accompanied by documentary proof and, if required, an auditor's report sustaining the claim shall be provided.
- 24.3 Claims referring to formulae and indices must be clearly set out in terms of indices or formulae values used to calculate the bid price, and the adjusted indices or values.

## **25. PROVINCIAL PROPERTY IN POSSESSION OF A CONTRACTOR**

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

## **26. RIGHTS TO PROCURE OUTSIDE THE CONTRACT**

- 26.1 The Province reserves the right to procure goods outside the contract in cases of urgency or emergency or if the quantities are too small to justify delivery costs, or if the goods are obtainable from another organ of Province or if the Contractor's point of supply is not situated at or near the place where the goods are required or if the Contractor's goods are not readily available.
- 26.2 No provision in a contract shall be deemed to prohibit the obtaining of goods or services from a Province or local authority.

**27. AMENDMENT OF CONTRACT**

No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing.

**28. NOTICES**

- 28.1 Every written acceptance of a bid shall be posted to the supplier/bidder concerned by registered or certified mail and any other notice to him/her/it shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him/her/it in writing and such posting shall be deemed to be proper service of such notice.
- 28.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting such notice.

**29. INCIDENTAL SERVICES**

- 29.1 The Contractor may be required to provide any or all of the following services, including additional services, if any, specified in the Special Conditions of Bid:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (a) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (b) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (c) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the Contractor of any warranty obligations under this contract; and
  - (d) training of the Province's personnel, at the Contractor's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 29.2 Prices charged by the Contractor for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Contractor for similar services.

**30. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION**

- 30.1 The Contractor shall not, without the Province's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Province in connection therewith, to any person other than a person employed by the Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 30.2 The Contractor shall not, without the Province's prior written consent, make use of any document or information mentioned in GCC clause 30.1 except for purposes of performing the contract.
- 30.3 Any document, other than the contract itself mentioned in GCC clause 30.1 shall remain the property of the Province and shall be returned (all copies) to the Province on completion of the Contractor's performance under the contract or so required by the Province.
- 30.4 The Contractor shall permit the Province to inspect the Contractor's records relating to the performance of the Contractor and to have them audited by auditors appointed by the Province, if so required by the Province.

### **31. SPARE PARTS**

31.1 If specified in SCC, the Contractor may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Contractor:

(a) Such spare parts as the Province may elect to purchase from the Contractor, provided that this election shall not relieve the Contractor of any warranty obligations under the contract.

(b) In the event of termination of production of the spare parts:

- (i) Advance notification to the Province of the pending termination, in sufficient time to permit the Province to procure needed requirements; and
- (ii) Following such termination, furnishing at no cost to the Province, the blueprints, drawings, and specifications of the spare parts, if requested.

### **32. PENALTIES**

32.1 Subject to GCC Clause 4, if the Contractor fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the Province 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 delayed goods or unperformed services, using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The Province may also consider termination of the contract in terms of the GCC.

### **33. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS**

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

### **34. GOVERNING LANGUAGE**

The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

### **35. TAXES AND DUTIES**

35.1 A foreign Contractor shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the Province's country.

35.2 A local Contractor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the Province.

35.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Province must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.