

*Amended*

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**AdvertQuote**



**Quotation Advert**

Opening Date: 2021-11-02

Closing Date: 2021-11-19

Closing Time: 11:00

**INSTITUTION DETAILS**

Institution Name: Dannhauser CHC

Province: KwaZulu-Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required: dannhauser chc

Date Submitted: 2021-10-29

**ITEM CATEGORY AND DETAILS**

Quotation Number: ZNQ: DAN 315/21/22

Item Category: Goods

Item Description: installation of staff parking at dannhauser chc (16 parking bays) at dannhauser chc. cidb G8 1 TO BE ATTACHED..  
NB:service providers attending the site meeting must wear masks

Quantity (if supplies): 16 bays

**COMPULSORY BRIEFING SESSION / SITE VISIT**

Select Type: Compulsory Site Visit

Date: 2021-10-08 *08/11/2021*

Time: 09:00 (10 minute grace period will be given)

Venue: dannhauser chc front entrance by the gate, open space .... no 07 Durnacol road dannhauser 3080

QUOTES CAN BE COLLECTED FROM: available for printing on the intranet

QUOTES SHOULD BE DELIVERED TO: no 07 Durnacol road dannhauser 3080,/emailed back to:dannhauser.quotations@kznhealth.gov.za

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

Name: Simphiwe Khambule

Email: simphiwe.khambule@kznhealth.gov.za

Contact Number: 034 621 6111

Finance Manager Name: S MBENSE

Finance Manager Signature: 

No late quotes will be considered

STANDARD QUOTE DOCUMENTATION OVER R30 000.00

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: DANNHAUSER COMMUNITY HEALTH CENTRE
DATE ADVERTISED: 02/11/2021 CLOSING DATE: 19/11/2021 CLOSING TIME: 11:00
FACSIMILE NUMBER: 034 621 6182 E-MAIL ADDRESS: dannhauser.quotations@kznhealth.gov.za
PHYSICAL ADDRESS: no 07 durnacol road dannhauser 3080

QUOTE NUMBER: dan 315/21/22
DESCRIPTION: parkings
CONTRACT PERIOD: once off VALIDITY PERIOD 60 Days SARS PiN:
(if applicable)

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

UNIQUE REGISTRATION REFERENCE [grid]

DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS)
front entrance near the help desk, the are two white boxes

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

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

QUOTATIONS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RETYPED)

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

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

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

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) YES NO
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

OFFICIAL PRICE PAGE FOR QUOTATIONS

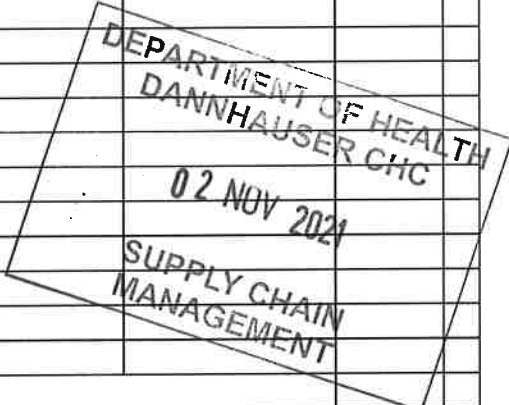
QUOTE NUMBER: dan 315/21/22

DESCRIPTION: supply of parkings

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

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

Item No	Quantity	Description	Brand & model	Country of manufacture	Price	
					R	c
01	16 bays	supply,deliver and installation of parking bays at dannhauser chc				
		SEE SPECIFICATION AND REQUIREMENT , ATTACH ALL DOCUMENTS AND RETURN TOGETHER WITH QUOTATION				
		CIDB GB1 MUST BE ATTACHED				
		SITE MEETING ON 08/11/2021@09:00 AT DANNHAUSER CHC OPEN SPACE BY THE GATE SBD FORM MUST BE FILLED ,SIGNED AND RETURNED TOGETHER WITH THE QUOTATION DOCUMENT				
		NB:IF THE COMPANY FAILS TO DELIVER WITHIN THE STIPULATED PERIOD,24HRS,NOTIFICATION OF INTENTION TO CANCEL THE ORDER WILL BE ISSUED.				
		SARS CERTIFICATE, BBBEEE/ SWORN AFFIDAVIT CERTIFIED COPIES MUST BE ATTACHED				
VALUE ADDED TAX @ 15% (Only if VAT Vendor)						
TOTAL QUOTATION PRICE (VALIDITY PERIOD 60 Days)						



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

<p>Enquiries regarding the <u>quote</u> may be directed to:</p> <p>Contact Person: <u>SP. Khambuli</u> Tel: <u>034 621 6111</u></p> <p>E-Mail Address: <u>Smphwe.khambuli@k2n.health.gov-za</u></p>	<p>Enquiries regarding <u>technical information</u> may be directed to:</p> <p>Contact Person: <u>S. mbatha</u> Tel: <u>034 621 6152</u></p> <p><u>B. Manatha</u></p>
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## 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 Department is under no obligation to accept the lowest or any quote.
- 3.2. The Department reserves the right to communicate in writing with vendors in cases where information is incomplete or where there are obscurities regarding technical aspects of the offer, to obtain confirmation of prices or preference claims in cases where it is evident that a typing, written, transfer or unit error has been made, to investigate the vendor's standing and ability to complete the supply/service satisfactorily.
- 3.3. **ALL DECISIONS TAKEN BY THE DEPARTMENT ARE FINAL, INCLUDING THE AWARD OF THIS QUOTATION.**
- 3.4. 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.
- 3.5. The bidder must ensure the correctness & validity of the quotation:
- (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*
  - (ii) *it is the responsibility of the bidder to confirm receipt of their quotation and to keep proof thereof.*
- 3.6. 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.
- 3.7. This quotation will be evaluated based on the 80/20 points system, specification, correctness of information and/or functionality criteria. All required documentation must be completed in full and submitted.
- 3.8. Offers must comply strictly with the specification.
- 3.9. Only offers that meet or are greater than the specification will be considered.
- 3.10. Late offers will not be considered.
- 3.11. Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.
- 3.12. Used/ second-hand products will not be accepted.
- 3.13. A bidder not registered on the Central Suppliers Database or whose verification has failed will not be considered.
- 3.14. All delivery costs must be included in the quoted price for delivery at the prescribed destination.
- 3.15. 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.
- 3.16. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.17. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered.
- 3.18. Verification will be conducted to identify if bidders have multiple companies and are cover-quoting for this bid.
- 3.19. In such instances, the Department reserves the right to immediately disqualify such bidders as cover-quoting is an offence that represents both corruption and acquisition fraud.

### 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. Quotations submitted must be complete in all respects. However, where it is identified that information in a bidder's response is incomplete in any respect, the said supplier meets all specification requirements and is lowest to quote, the Department reserves the right to request the bidder to complete/submit such information.
- 4.5. Any alteration made by the bidder must be initialled; failure to do so may render the response invalid.
- 4.6. Use of correcting fluid is prohibited and may render the response invalid.
- 4.7. Quotations 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.
- 4.10. The Department is under no obligation to pay suppliers in part for work done if the supplier can no longer for fulfil their obligation.

**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  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**

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)**

(Tick

YES		NO	
-----	--	----	--

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

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		
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9. DECLARATION WITH REGARD TO COMPANY/FIRM

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]

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

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

9.6 COMPANY CLASSIFICATION [TICK APPLICABLE BOX]

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

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

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

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

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

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p> <p>ADDRESS.....</p> <p>.....</p> <p>.....</p>
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PROVINCE OF KWAZULU-NATAL  
DEPARTMENT OF HEALTH  
DANNHAUSER CHC

**SCOPE OF WORK FOR THE INSTALLATION UNDERCOVER FOR STAFF VEHICLES**

1. Supply, deliver and install all material required for this particular work.
2. All poles must be 300mm deep inside the concrete.
3. Poles must be 2m above the ground elevated up to an angle of 7° (note other poles are longer than 2m), Hot Deep Galvanized 75x75x2mm poles with footing.
4. Put Poles in the centre to support Lipped Channel.
5. Use Self-tapping roof screws, four per sheet on each Lipped Channel.
6. Hot Deep Galvanized 100x50x20mm Lipped Channels, channels joints must be neatly bolted and welded.
7. Lay channels one at back, one at front and one at the middle (3 sets).
8. 8x85mm stainless steel bolts, 8mm stainless steel nuts and flat washers.
9. Drill 8mm holes on poles and channels and bolt them
10. Put GREEN CHROMADEK IBR 6Mx3mm.
11. Put Seamless Gutter with brackets 1m apart
12. Excavate 300x300x300mm holes for poles.
13. Pour 30MPa concrete with 19mm stones into the holes, with poles inside, allow curing of concrete before putting Channels.
14. White Aluminium Rectangle down pipes, 45°elbow 30mm above the ground, each with 3 clamps.
15. Remove all rubble away from the site and dispose accordingly.
16. Each parking bay is 2.5mx 6m.

**PROVINCE OF KWAZULU-NATAL  
DEPARTMENT OF HEALTH  
DANNHAUSER CHC CLINICS**

**INSTALLATION UNDERCOVER FOR STAFF VEHICLES**

**PART 1**

**1. GENERAL**

**1.1 SCOPE OF WORK**

The current scope of work entails: see page 1.

The contractor shall allow for appointing relevant professionals, all independent statutory obligations for inspections and certificates.

**1.2 SITE AND MODE OF PROCEDURE**

The site at KwaZulu Natal: Amajuba District: Dannhauser CHC.

Bidders are advised that all the existing premises will be occupied throughout the period of any contract.

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

The service must be to the satisfaction of the KwaZulu-Natal Department of Health.

**1.3 CONTRACT DRAWINGS**

There are no contract drawings issued together with this document.

**PART 2**

**2. GENERAL TECHNICAL SPECIFICATION**

This Technical Specification (page 1) is provided as a guideline for bid purposes.

**2.1 STANDARDS**

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

- i) The Occupational Health and Safety Act (Act 85, 1993) as amended.

**2.2 PROGRAMMING OF WORKS**

The contractor shall notify the institution two (2) days prior to carrying out any site work. As the Centre is to remain fully operation for the duration of the works, work to be planned and executed so as to cause minimum inconvenience to the facility. Contractor shall finish this work within three weeks counting from the date when the order number has been issued, unless other strong and valid reason.

**2.3 TESTING AND COMMISSIONING**

The units shall be tested and commissioned before handing over to Safety Officer, Systems Manager, CEO, District Works Inspector and artisan foreman.

**PART 3**

**3. SCHEDULE OF RATES**

**3.1 ITEMS AND PRICING**

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

correctness and sufficiency of his / her quote for the contract and of the rates and prices stated in the Schedule of Rates.

3.2

**TAX AND DUTIES**

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

3.3

**RATES**

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

No payment will be made for abortive work.

**SCHEDULE OF RATES:**

Item	DESCRIPTION	UNIT	QTY	RATE/ UNIT		Total
				R	c	
	<b>NOTE:</b> 1). All rates for items contained in this Schedule of Rates must have company stamped 2). The Department of Health reserves the right to Negotiate rates in the Bill of Quantities.					
	<u>INSTITUTIONS :Dannhauser CHC</u> All rates quoted shall be inclusive of transport, labour and profit. All relevant mark-ups for specialist shall be included. The Bidder is advised that the facilities are fully functional and Occupied and disruptions to services are to be kept to the bare minimum.					
1	<b>Supply, deliver and install all material required for this particular work, for <del>94</del> <sup>84</sup> undercover parking for staff at DANNHAUSER C.H.C..</b>	no	1			
	Hot Deep Galvanized 75x75x2mm poles, 2.5m long.	no	06			
2	Hot Deep Galvanized 75x75x2mm poles, 2.8m long.	no	06			
3	Self-tapping roof screws, four per sheet on each Lipped Channel	no	400			
4	Hot Deep galvanized 100x50x20mm lay channels	m	36			
5	Hot Deep Galvanized 100x50x20mm Lipped Channels	m	62			
6	8x85mm stainless steel bolts	no	72			
9	8mm stainless steel nuts	no	72			
10	8mm stainless steel flat washers	no	72			
11	Seamless Gutter with brackets 1m apart	m	20.6			
12	GREEN CHROMADEK IBR 6mx3mm	No.	32			
13	Excavate 300x300x300mm holes	no	08			
14	Poor 30MPa concrete with 19mm stones	m <sup>3</sup>	0.4			
15	White Aluminium Rectangle down pipes, 45°elbow 30mm above the ground, each with 3 clamps.	no	03			
16	Remove all rubble away from the site and dispose accordingly	no	1			
Carried To Collection Summary			PS 1		R	

Item	DESCRIPTION	UNIT	QTY	RATE/ UNIT		Total
				R	c	
2.	<b>Labour, Travelling and Accommodation</b>					
2.1	Labour	hours				
2.2	Travelling to DANN HAUSER C.H.C.	km				
2.3	Accommodation	days				
Carried To Collection Summary		PS 2		R		

**COLLECTION SUMMARY**

**INSTITUTION: DANNHAUSER CHC 7 CLINICS**

**Preventative Maintenance: INSTALLATION UNDERCOVER FOR STAFF VEHICLES**

NOTE:

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

Collection Summary	PS 1	R		
Collection Summary	PS 2	R		
SUB-TOTAL		R		
ADD Provision for Value Added Tax of SUB-TOTAL		R		
Total of 8 PARKING BAYS		R		
<b>TOTAL: CARRIED TO TENDER FORM</b>		R		

\*NB. Bill of Quantity 15 For  
 08 Bays of Parking  
 \* Safety Plan to be included.

## SCOPE OF WORK FOR THE INSTALLATION UNDERCOVER FOR STAFF VEHICLES

1. Supply, deliver and install all material required for this particular work.
2. All poles must be 300mm deep inside the concrete.
3. Poles must be 2m above the ground elevated up to an angle of 7° (note other poles are longer than 2m), Hot Deep Galvanized 75x75x2mm poles with footing.
4. Put Poles in the centre to support Lipped Channel.
5. Use Self-tapping roof screws, four per sheet on each Lipped Channel.
6. Hot Deep Galvanized 100x50x20mm Lipped Channels, channels joints must be neatly bolted and welded.
7. Lay channels one at back, one at front and one at the middle (3 sets).
8. 8x85mm stainless steel bolts, 8mm stainless steel nuts and flat washers.
9. Drill 8mm holes on poles and channels and bolt them
10. Put GREEN CHROMADEK IBR 6Mx3mm.
11. Put Seamless Gutter with brackets 1m apart
12. Excavate 300x300x300mm holes for poles.
13. Poor 30MPa concrete with 19mm stones into the holes, with poles inside, allow curing of concrete before putting Channels.
14. White Aluminium Rectangle down pipes, 45°elbow 30mm above the ground, each with 3 clamps.
15. Remove all rubble away from the site and dispose accordingly.
16. Each parking bay is 2.5mx 6m.

**PROVINCE OF KWAZULU-NATAL  
DEPARTMENT OF HEALTH  
DANNHAUSER CHC CLINICS**

**INSTALLATION UNDERCOVER FOR STAFF VEHICLES**

**PART 1**

**1. GENERAL**

**1.1 SCOPE OF WORK**

The current scope of work entails: see page 1.

The contractor shall allow for appointing relevant professionals, all independent statutory obligations for inspections and certificates.

**1.2 SITE AND MODE OF PROCEDURE**

The site at KwaZulu Natal: Amajuba District: Dannhauser CHC.

Bidders are advised that all the existing premises will be occupied throughout the period of any contract. Damage to the existing buildings - Bidders to note that any damages done or occurring to any of the buildings will be repaired at the expense of the contractor.

The service must be to the satisfaction of the KwaZulu-Natal Department of Health.

**1.3 CONTRACT DRAWINGS**

There are no contract drawings issued together with this document.

**PART 2**

**2. GENERAL TECHNICAL SPECIFICATION**

This Technical Specification (page 1) is provided as a guideline for bid purposes.

**2.1 STANDARDS**

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

- i) The Occupational Health and Safety Act (Act 85, 1993) as amended.

**2.2 PROGRAMMING OF WORKS**

The contractor shall notify the institution two (2) days prior to carrying out any site work. As the Centre is to remain fully operation for the duration of the works, work to be planned and executed so as to cause minimum inconvenience to the facility. Contractor shall finish this work within three weeks counting from the date when the order number has been issued, unless other strong and valid reason.

**2.3 TESTING AND COMMISSIONING**

The units shall be tested and commissioned before handing over to Safety Officer, Systems Manager, CEO, District Works Inspector and artisan foreman.

**PART 3**

**3. SCHEDULE OF RATES**

**3.1 ITEMS AND PRICING**

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



**correctness and sufficiency of his / her quote for the contract and of the rates and prices stated in the Schedule of Rates.**

### 3.2 TAX AND DUTIES

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

### 3.3 RATES

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

**No payment will be made for abortive work.**

### SCHEDULE OF RATES:

Item	DESCRIPTION	UNIT	QTY	RATE/ UNIT		Total
	<b>NOTE:</b> 1). All rates for items contained in this Schedule of Rates must have company stamped 2). The Department of Health reserves the right to Negotiate rates in the Bill of Quantities.			R	c	
	<b>INSTITUTIONS :Dannhauser CHC</b> All rates quoted shall be inclusive of transport, labour and profit. All relevant mark-ups for specialist shall be included. The Bidder is advised that the facilities are fully functional and Occupied and disruptions to services are to be kept to the bare minimum.					
1	<b>Supply, deliver and install all material required for this particular work, for <del>28</del><sup>295</sup> undercover parking for staff at DANNHAUSER C.H.C..</b>	no	1			
	Hot Deep Galvanized 75x75x2mm poles, 2.5m long.	no	06			
2	Hot Deep Galvanized 75x75x2mm poles, 2.8m long.	no	06			
3	Self-tapping roof screws, four per sheet on each Lipped Channel	no	400			
4	Hot Deep galvanized 100x50x20mm lay channels	m	36			
5	Hot Deep Galvanized 100x50x20mm Lipped Channels	m	62			
6	8x85mm stainless steel bolts	no	72			
9	8mm stainless steel nuts	no	72			
10	8mm stainless steel flat washers	no	72			
11	Seamless Gutter with brackets 1m apart	m	20.6			
12	GREEN CHROMADEK IBR 6mx3mm	No.	32			
13	Excavate 300x300x300mm holes	no	08			
14	Poor 30MPa concrete with 19mm stones	m <sup>3</sup>	0.4			
15	White Aluminium Rectangle down pipes, 45°elbow 30mm above the ground, each with 3 clamps.	no	03			
16	Remove all rubble away from the site and dispose accordingly	no	1			
<b>Carried To Collection Summary</b>		<b>PS 1</b>		<b>R</b>		

Item	DESCRIPTION	UNIT	QTY	RATE/ UNIT		Total
<b>2.</b>	<b>Labour, Travelling and Accommodation</b>			<b>R</b>	<b>c</b>	
<b>2.1</b>	Labour	hours				
<b>2.2</b>	Travelling to DANN HAUSER C.H.C.	km				
<b>2.3</b>	Accommodation	days				
<b>Carried To Collection Summary</b>		<b>PS 2</b>		<b>R</b>		

### COLLECTION SUMMARY

**INSTITUTION: DANNHAUSER CHC 7 CLINICS**

**Preventative Maintenance: INSTALLATION UNDERCOVER FOR STAFF VEHICLES**

NOTE:

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

Collection Summary	PS 1	R		
Collection Summary	PS 2	R		
SUB-TOTAL		R		
ADD Provision for Value Added Tax of SUB-TOTAL		R		
Total of <sup>08</sup> PARKING BAYS		R		
<b>TOTAL: CARRIED TO TENDER FORM</b>		<b>R</b>		

\*NB: Bill of Quantity is for 08  
 Parking bays  
 & safety plan to be included

**PART 4**  
**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. 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.

**2. CHANGE OF ADDRESS**

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

**3. CIDB RATING REQUIRED**

The CIDB Rating ME

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

- 4.1 Supplier must comply strictly with the specification. Supplier exceeding specification requirements is deemed to comply with the specification. The quality of products must not be less than what is specified.
- 4.2 The operation, construction, material and components of the equipment specified, must comply with the latest requirements of:
  - a. The Occupational Health and Safety Act (Act 85, 1993) as amended.

The contractor should fully familiarize himself with this document and the site prior to quoting.

**5. 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.

**6. EXECUTION PLAN**

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.

**7. EXECUTION PERIOD**

The work shall be completed within three (3) week from the date of the official order/letter of acceptance, failure to meet the timeframe Facility reserve a right to cancel the order.

**3. EXTENSION OF CONTRACT**

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

**9. FIRM PRICES**

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

**10. GENERAL REQUIREMENTS**

Bidders are to make special note of the following:

In so far as the conditions contained herein are at variance with any obtained in the Technical Specifications, the contract shall be interpreted in terms of 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-corrosive equipment required to ensure that the installation is completely acceptable to.

The complete installation must be guaranteed against defective parts and workmanship for a period of twelve month after the date of issue of the Completion Certificate.

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 Centre.

No claims to the Centre for any form of a Disaster during the construction.

The Centre reserves the right to make emergency repairs to keep the asset in operation without voiding the Contractor's Guarantee

**11. GUARANTEE**

All equipment, material, mechanical work and workmanship provided under the Contract must be guaranteed for a minimum period of twelve (12) months from the date of handing over. The Successful bidder must arrange with the both before installing and commissioning the equipment. The bidder to note that the Guarantee period must only take effect upon successful handing over and successful test and acceptance by the Centre.

**12. INJURIES TO STAFF**

If equipment or any other object within the SERVICING causes injury to staff, the contractor will subsequently be required to draft a detailed report incorporating inter alia, reasons for such injury/injuries and report to Facility Safety Officer and Department of Labour.

The contractor will under the supervision of the Facility Safety Officer to execute the required safety plan performance.

**13. LATE BIDS**

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

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

**14. NOTES TO BIDDERS**

14.1 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.

14.2 All dimensions and sizes shall be checked and confirmed before any work is undertaken or materials ordered.

14.3 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 during the site meeting.

14.4 Contractors are advised to visit site to acquaint themselves with the site and the layout of the institution as no claims on the grounds of ignorance of the locality/sitting or access to the institution will be entertained later.

14.5 Contractors are informed that living on the institutions premises during the contract is not allowed and no arrangements or accommodation will have to be made.

14.6 All rates quoted shall be inclusive of transport, labour and profit but exclude VAT.

14.7 Invoice must accompanied by Completion Certificate and Guarantee Certificates

**15. NOTIFICATION OF AWARD OF BID**

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

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

**16. PAYMENT FOR SUPPLIES AND SERVICES**

16.1 A contractor shall be paid by the Centre in accordance with supplies delivered and services rendered.

16.2 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.

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

- (i) Contact must be made with the officer-in-charge of the Facility;
- (ii) If there is no response from facility, the CEO must be contacted;

**17. 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.

**18. PROVINCIAL SUPPLIERS DATABASE**

A bidder submitting quote must be registered on the Provincial Suppliers Database. A bidder not registered on the Provincial Suppliers Database, quote will not be considered.

**19. 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.

**20. 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).

**21. UNSATISFACTORY PERFORMANCE**

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

- (a) Before any action is taken, the Facility 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 service 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.

**22. VALIDITY PERIOD OF BID AND EXTENSION THEREOF**

The validity (binding) period for the bid must be 90 days from close of bid. However, circumstances may arise whereby the Facility may request the bidders to extend the validity (binding) period. Should this occur, the Facility 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.

**23. VAT**

- 23.1 Bid prices must be inclusive of VAT.
- 23.2 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 Centre reserves the right to verify the veracity of all information submitted.

**PART 5**

**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 anything 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 characteristic: 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. FAILURE TO COMPLY WITH CONDITIONS AND DELAYED EXECUTION**

- 1.2 Should the contractor fail to comply with any of the conditions of the contract, Facility shall be entitled, without prejudice to any of its other rights, to cancel the contract.

**2. PAYMENT**

- 2.1 The Contractor shall furnish the Facility with an invoice accompanied by a copy of the delivery notes upon fulfilment of other obligations stipulated in the contract.
- 2.2 Payments shall be made promptly by Facility only the execution meet requirements, but in no case later than thirty days (30) days after submission of an invoice or claim by the Contracto
- 3.3 Payments will be made in Rand unless otherwise stipulated.
- 4.4 Payments for goods will be made by the Facility. Any disputes regarding late or delayed payments must be taken up with the Management, Supply Chain Management can be requestec investigate the delays.

**3. 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. Tax invoice m be accompanied by work completion certificate and guarantee certifications.

**4. OFFERING OF COMMISSION OR GRATUITY**

If the Contractor or any Contractor representative is found to have either directly or indirectly offered or promised any commission, gratuity, or gift to any office bearer of the Department of Health. The Department of Health shall have the right, summarily and without recourse to law and without prejudice to any other legal remedy which it may have ir

regard to any loss or additional cost or expenses, to cancel the Contract without paying any compensation to the Contractor.

**5. ORDERS**

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

5.2 The Department of Health reserves the right to call upon any Contractor during the contract period to make known the following details:

- 5.2.1 Name of Institution placing order;
- 5.2.2 Provincial official order number;
- 5.2.3 Quantity ordered; and
- 5.2.4 List of items ordered.

**6. INSPECTION, TESTS AND ANALYSES**

6.1 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 Centre 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.

6.2 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.

6.3 Inspections tests and analyses may be carried out prior to despatch in regard to such contract goods as may be deemed necessary by the Facility. The Contractor shall provide, if required all the required equipment 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.

6.4 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 Facility 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.

6.5 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 Centre 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 Centre 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.

6.6 Goods and services which do not comply with the contract requirements may be rejected.

6.7 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 requirement 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 Centre 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.

6.8 Where imported goods are to be inspected before delivery, the Contractor shall notify his suppliers abroad of the conditions applicable to inspections.

6.9 Provisions contained in sub-clause 6.1 and 6.8 shall not prejudice the right of the Centre to cancel the contract on account of a breach of the conditions thereof.

#### **7. CONTRACTOR'S LIABILITY**

In the event of the contract being cancelled by the Centre in the exercise of its rights in terms of these conditions, the Contractor shall be liable to pay the Facility any losses sustained or additional costs or expenditure incurred as a result of such cancellation; and the Centre have the right to recover such losses, damages or additional costs

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.

#### **8. PRICE LISTS**

Price lists which are part of the contract shall not be amended without the approval of the Centre

#### **9. SUBMISSION OF CLAIMS**

9.1 Claims must be submitted within 10 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 Centre.

9.2 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.

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

10.1 Facility'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 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 Centre forthwith.

10.2 The Contractor shall be responsible at all times for any loss or damages to the Facility's property in his possession and, if required, he shall furnish such security for the payment of any such loss or damages as the Facility may require.

**11. 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.

**12. NOTICES**

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.

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.

**13. INCIDENTAL SERVICES**

13.1 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;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) 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
- (e) training of the Facility's personnel, at the Contractor's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 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.

**14. 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.



**health**

Department:  
Health  
PROVINCE OF KWAZULU-NATAL

Physical Address No 7 Durnacol Road, Dannhauser, 3080  
Postal Address: Private Bag x 1008, Dannhauser, 3080  
Tel:0346216100 Fax:0346216180 Email: siboniso.mbatha@kznhealth.gov.za  
[www.kznhealth.gov.za](http://www.kznhealth.gov.za)

Artisan Forman

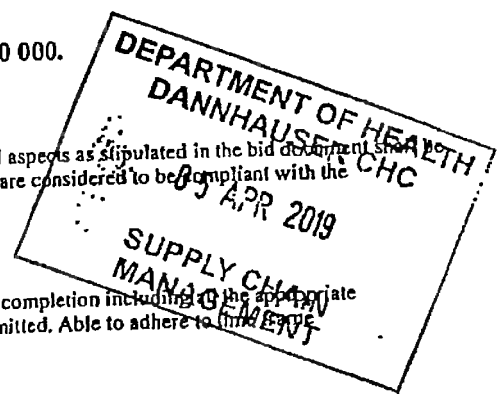
**REQUIREMENTS OF THE INSTALLATION OF STAFF CAR PARKINGS AT DANN HAUSER C.H.C. CLINI**

1. Companies must be registered with CIDB minimum 1 GB
2. Companies must comply with CSD
3. Companies must have valid letter of good standing with Department of labor(compensation commissioner)
4. Companies must provide TWO proof of work done before GENERAL BUILDING ( CAR PORTS )

Kindly Regards

Mr. SC Mbatha (Artisan Forman)  
Dannhauser CHC

**EVALUATION CRITERIA UNDER R30 000.**



Proposals received shall be evaluated on the following.

**1. Specification**

Only offers that meet the specification in all aspects as stipulated in the bid document shall be considered. Offers better than specification are considered to be compliant with the specification.

**2. Correctness of information**

All information required in the bid document must be accurate and dully completion including the appropriate signatures. The institution reserves the right to verify all information submitted. Able to adhere to the (delivery/service period must be clearly indicated).

**3. Preferential Points System**

3.1 The 80/20 preferential point system shall be used in the evaluation process

B-BBEE Status Level of contributor	Number of points (80/20 system company to ring their level)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

**4. Specific Goals**

4.1 Over and above the following activities will be considered in the evaluation/ adjudication process.

- (i) The promotion of South African owned enterprises
- (ii) The promotion of enterprises located within the District of the organization calling for bid.
- (iii) Documentation reports received from an institutions pertaining to past bad performance by a company who is tendering, will be taken into consideration.
- (iv) S.A.B.S approved products
- (v) Whether the quotation offers value for money
- (vi) Representatively in the composition of the vendor and the possibility of fronting
- (vii) End User/SCM official to approve product sample before final delivery
- (viii) Compulsory registration of the Central Suppliers Database
- (ix) Verification of the identity numbers of the directors/trustees/shareholders of the preferred bidder(s) against the institution's staff establishment in order to determine whether or not any of the directors/trustees/shareholders are in the service of the State or officials employed by specific institution
- (x) The department request S.A products unless specified
- (xi) All warranties/guaranties must be provided with the purchase of the unit/equipment.
  - (xii) Delivery period shall adhere to time frame as specified on quotation documents
  - (xiii) Service provider should provide an enclosed vehicle or tarpaulin cover for all deliveries
  - (xiv) Targeted suppliers
  - (xv) CIDB registration must be attached
  - (xvi) Supervision will be carried out by representative of the department of health, between 7H30 TO 16H00 from Monday to friday
    - (i) Service to be provided as per OHS ACT 85 OF 1993
    - (ii) As per attached specification

**PLEASE SIGN AND RETURN THE EVALUATION CRITERIA WITH THE QUOTATION FORM AND RELEVANT DOCUMENTS**

\_\_\_\_\_  
NAME & SURNAME

\_\_\_\_\_  
SIGNATURE