



KZN Health &gt; Components &gt; Supply Chain Management

AdvertQuote



## Quotation Advert

Opening Date: 2021-11-12 Closing Date: 2021-11-19 

Closing Time: 11:00

**INSTITUTION DETAILS**Institution Name: Port Shepstone hospital 

Province: KwaZulu-Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required: PORT SHEPSTONE HOSPITAL

Date Submitted: 2021-11-12 **ITEM CATEGORY AND DETAILS**Quotation Number: ZNQ:  
PSH 587-2122Item Category: Services 

Item Description: OUTSOURCING OF PORTERS AND MESSANGERS

Quantity (if supplies): 3 MONTHS CONTRACT

**COMPULSORY BRIEFING SESSION / SITE VISIT**Select Type: Not Applicable Date: Time: Venue: 

QUOTES CAN BE COLLECTED FROM: PORT SHEPSTONE HOSPITAL

QUOTES SHOULD BE DELIVERED TO: PORT SHEPSTONE HOSPITAL

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

Name: MR SM CELE

Email: sphamandla.cele@kznhealth.gov.za

Contact Number: 039-688 6129

Finance Manager Name: MR NSB RADEBE

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?

*(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); | c) provincial legislature;                                    |
| b) any municipality or municipal entity;  | d) national Assembly or the national Council of provinces; or |
|   | e) Parliament.  |

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

## SPECIAL CONTRACT CONDITIONS OF QUOTATIONS

### 1. AMENDMENT OF CONTRACT

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

### 2. CHANGE OF ADDRESS

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

### 3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

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

### 4. 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  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:

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

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: = .....(maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

(Tick applicable box)

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

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....

8. Whether the sub-contractor is an EME or QSE

(Tick applicable box)

iv) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]

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

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
.....

9.6 COMPANY CLASSIFICATION [TICK APPLICABLE BOX]

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

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

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

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

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

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



health

Department:  
Health  
PROVINCE OF KWAZULU-NATAL

**PORT SHEPSTONE HOSPITAL  
PORTERS AND MESSENGERS**

**CONTRACT DOCUMENT REQUIREMENT AND CHECK LIST**

DOCUMENTS REQUIRED	YES	NO
Certified Company Registration Document (CK)		
Certified Proof of Ownership/Shareholder Certificate		
Registration Document with Department of Labour		
Workman's Compensation Document		
An original valid tax clearance certificate		
Signed and fully completed specification document		
Fully completed official quotation document (original)		
CSD Registration Report		

I ACKNOWLEDGE THAT THIS FORM HAS BEEN CHECKED BY ME, AND THAT ALL THE REQUIRED INFORMATION AND DOCUMENTS HAVE BEEN FURNISHED. FAILURE TO PROVIDE THESE DOCUMENTS MAY RENDER MY BID AS INVALID.

INITIALS

FIRST NAME

SIGNATURE

DATE SIGNED

**SECTION B**  
**SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING**  
**THE COMPLETION OF BIDDING FORMS**

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated. Bidder is requested to sign and date each page.
4. Bids submitted must be complete in all respects.
5. Bids 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 bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. **Use of correcting fluid is prohibited**
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. 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.

**SPECIAL CONTRACT CONDITIONS  
OUTSOURCING OF PORTER AND MESSENGERS**

**DEFINITION OF TERMS**

The following definitions will apply in respect of the contract.

- **ADMINISTRATION**  
Head of Department of Health KwaZulu-Natal
  - **AGREEMENT PERIOD**  
The period during which the service is to be rendered and originally determined in the agreement, or as amended, extended or renewed.
  - **FACILITY/INSTITUTION**  
The grounds on which and/or the building (s) in which the service shall be rendered.
  - **FACILITY MANAGEMENT (FM)**  
The person/s in charge of the specific facility and who is an official/s acting on behalf of the Head of Department of Health KwaZulu-Natal.
  - **CONTACT PERSON**  
At the facility where the Contractor is to render a service, Facility Management will appoint a person who will act as intermediary between the contracted at the Facility and the Facility Management (FM).
  - **CONTRACTOR**  
The person or persons, partnership, closed corporation, firm or company, whose bid for the service was accepted.
  - **CONTRACTOR'S STAFF**  
Staff in the employ of the Contractor
  - **DEPARTMENT**  
The Department of Health Port Shepstone Hospital Contract Administration
  - **PARTIES**  
The Head of Port Shepstone Hospital and the Contractor
  - **SERVICE**  
The rendering of a porter and messenger service to be rendered in terms of the contract
  - **SUPERVISORY (CONTRACTOR)**  
The person executing direct supervision and control over the Contractors staff at the Facility
1. **ACCEPTANCE OF BID**
    - 1.1 The Department of Health Bid Adjudication Committee is under no obligation to accept the lowest or any bid.
  2. **AMENDMENT OF CONTRACT**
    - 2.1 Any amendment to or renunciation of the provisions of a resulting contract shall at all times be done in writing and shall be signed by both parties.
  3. **ANNUAL PRICE INCREASE**
    - 3.1 On the anniversary of the contract the Department will automatically allow a contract price adjustment. The percentage (%) increase used will be guided by the use of the Consumer Price Index (CPI) (Geographic Indices) as published by Statistics South

Africa. The departments Head Office will advise the contractor of such percentage increase as well as its facility.

**4. AWARD OF BID**

- 4.1 The Department reserves the right to award the contact to:
- (i) companies located in the Province of KwaZulu-Natal;
  - OR
  - (ii) companies located in a specific district;
  - OR
  - (iii) companies located in a specific municipal area; and

**5. CHANGE OF ADDRESS**

- 5.1 The successful Contractor must advise the Department of Health should their address (*domicilium citandi et executandi*) details change from the time of bid to the expiry of the contract.

**6. MONITORING OF SERVICE**

- 6.1 Monitoring of the service shall be done by the Contractor himself/herself on a weekly basis to monitor the performance of the contract and report to the contact person at the Facility to resolve any problems. A person will be appointed by the Finance Manager of the Facility to perform Contract Administration and to report such performance to Head Office Contract Administration.
- 6.2 The person appointed, shall be entitled at any time to monitor the service rendered by the Contractor, in order to ensure that the service rendered is in accordance with the contract conditions.

**7. CONTRACT PRICE**

- 7.1 The contract price per month will be taken as fixed (not open to an increase) for the contract duration.

**8. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR**

- 8.1 It is the responsibility of the Contractor to ensure that his/her staff:
- 8.1.1 Presents a presentable image and is attired in an appropriate uniform.
    - 8.1.1.1 The Company name and contact details must be printed on the back of the uniform.
    - 8.1.1.2 All staff under the direct employ of the awarded company must have identity badges, of which must be on the person at all times.
  - 8.1.2 Shall not argue with visitors/staff/patients or be discourteous to them.
  - 8.1.3 Does not read office documents or rummage through office/kitchen waste.
  - 8.1.4 On award of the contract the Contractor shall sign an undertaking in which he/she declares that his/her staff will refrain from any action which might be to the detriment of the facility where the service is rendered and such undertaking must be handed to the facility on commencement of the contract.
  - 8.1.5 No information concerning the facilities activities may be furnished to the public or news media by the Contractor or his/her employees without the express written permission of the Head of Department of Health KwaZulu-Natal.

**9. LETTER OF ACCEPTANCE**

- 9.1 Acceptance of the contract shall be in writing by a duly authorized official of the Department of Health KwaZulu-Natal.

**10. MISCELLANEOUS**

- 10.1 The Contractor's staff shall not sell or buy any items to/from any facility patient or staff member.

- 10.2 If in the opinion of the Facility Management any person employed by the Contractor misconducts himself/herself, or is likely to cause or has caused quarrelling, or delays, the Contractor, when so directed in writing by the Facility Management, shall at once remove that person/s from the facilities premises and shall not allow him/her to return without the written permission of the Facility Management.
- 10.3 The Head: Department of Health, KwaZulu-Natal, or his/her representative may at any time inspect the Contractor's work and/or performance. Should he/she or the representative consider the standard unsatisfactory and contrary to the contract or specification he/the representative will notify the Contractor accordingly in writing and the Contractor shall rectify the defect, to the standard required by the contract specification and Special Contract Conditions within seven (7) days at his/her own cost. In the event of the Contractor disregarding the representative's instructions for a period of seven (7) days, the Head of Department or his/her representative is at liberty forthwith to employ other workmen to perform the work or cause the work to be performed and to charge any expense thereby incurred to the Contractor or to deduct it from any sum due or to become due to the Contractor. The Department also reserves the right to cancel the contract should the contractor not rectify the breach within 7 days.
- 10.4 The equipment used by the Contractor must be kept in a safe condition, and the use of such shall not prejudice the health and safety of the staff, patients and the general public.
- 10.5 The Contractor is responsible for providing all his/her own equipment, materials, consumables etc.
- 10.5.1. The contractor is to ensure that all equipment is removed from the clinic grounds after each day. No equipment may be left or stored on the clinic property.
- 10.5.2. The facility will not be held responsible for any damage or loss to any equipment belonging to the contractor.
- 10.5.3. No equipment may be left unattended at any given time, while on the premises.
- 10.6 The facility will provide electrical power (220 volt, 15 amp) if required, and water to the Contractor, free of charge, by means of existing plugs and taps. Every electrical appliance shall be operated through a plug-in earth leakage protection device. The Contractor is advised that fire hoses may only be used for their *bona fide* fire fighting purposes. All other fuel and batteries necessary shall be provided by the Contractor.
- 10.7 The facility will provide existing toilet facilities free of charge, to the staff of the Contractor, but will not be responsible for providing living accommodation for his/her staff. No staff may be housed on the premises.
- 10.8 Whilst on the premises, the Contractor's staffs are to be limited to the areas where they are required to perform their duties and will under no circumstances be permitted to enter areas outside the contract area.
- 10.9 The Contractor will under no circumstances be permitted to employ child labour to perform any duties in respect of the contract.
- 10.10 The Department of Health, KwaZulu-Natal will terminate the contract in the event of the Contractor breaching any of the conditions of the contract or rendering continuous unsatisfactory service. In such event the Head of Department shall have the right to recover from the Contractor any losses which the Department may have suffered as a result of the failure, without prejudicing any other rights the Department may have.
- 10.11 Once a month the Contractor shall have formal discussions with the Facility Manager). Minutes of the meetings shall be taken and kept by the Facility Manager for record purposes.

**12. PRESENTATION TO THE DEPARTMENTAL BID EVALUATION COMMITTEE**

12.1 The Department of Health, KwaZulu-Natal reserves the right to call upon a bidding company to make a presentation to the Departmental Bid Evaluation Committee during the evaluation phase as a means of assessment.

**13. PROVINCIAL SUPPLIERS DATABASE**

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

**14. SITE MEETING**

14.1 It is the responsibility of the bidder to ensure that a visit is made to the clinics prior to the closing date of this tender in order to include travelling distance in the final bid price. The visit is to be made at the convenience of the bidder.

**15. SPECIAL CONTRACT CONDITIONS**

15.1 The General Conditions of Contract are supplementary to that of the Special Conditions of Contract. Where, the General Conditions of Contract are in conflict with the Special Contract Conditions, the Special Contract Conditions prevail.

**16. TAX CLEARANCE CERTIFICATE**

16.1 An original Tax Clearance Certificate must be submitted with the bid before the closing date and time of the bid. Failure to submit an original and valid Tax Clearance Certificate will invalidate the bidder's bid.

16.2 The Department of Health will verify the validity of the recommended bidder's Tax Clearance Certificate before any agreement or contract is entered into. The South African Revenue Services will clear the Tax Clearance Certificate.

**17. TAX INVOICE**

17.1 Must be in the currency of the Republic of South Africa and shall contain the following particulars:

- (a) the words "tax invoice" in a prominent place;
- (b) the name, address and registration number of the supplier;
- (c) the name and address of the client;
- (d) an individual serialized number and the date upon which the tax invoice is issued;
- (e) a description of the services supplied;
- (f) the quantity of the services supplied;
- (g) the contract number;
- (h) the order number

**18. UNSATISFACTORY PERFORMANCE**

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

(i) 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 services within a specified reasonable time (7 days minimum). If the contractor does not perform satisfactorily despite the warning the facility will:

- (a) make a recommendation to the Department for cancellation of the contract concerned.



**19. VALIDITY PERIOD AND EXTENSION THEREOF**

19.1 The validity (binding) period will be 90 days from close of bid. However, circumstances may arise whereby the Department may request the bidder to extend the validity (binding) period. This will be done in writing.

**20. VAT**

- 20.1 Regardless whether your business is registered as a VAT Vendor or not, the bid price must be inclusive of VAT.
- 20.2 If a bidder is awarded the contract and is not a VAT Vendor, the VAT will be deducted from the total bid price.

**22. LIABILITY OF STAFF:**

- 22.1. The Bidder must be registered with the Department of Labour.
- 22.2. The company must be registered with Workman's Compensation Act.
- 22.2. Injuries sustained while on the premises and during performance of the contract shall be the responsibility of the bidder.
- 22.3. No claims will be made to the Department of Health.

**SPECIFICATION: PORTER AND MESSENGER SERVICE**

1. **PORTERS AND MESSENGERS:** The total number of porters and messengers required is 20 for a 24 hour day service split as per table below.

2. **Coverage : Sunday to Saturday ( 7 days a week )**

DAY SHIFT = 16	NIGHT SHIFT = 4
Day Shift - <b>Team A</b> 06:00 to 16:00 = 9 hours + 1 hour lunch ( 5 porters ) - <b>Team B</b> 08:00 to 18:00 = 9 hours + 1 hour lunch ( 7 porters )  Staff to work 9 hours for 5 days = 45 hours per week  - <b>Team C</b> 06:00am to 18:00 pm = 12 hours ( 4 porters )	Night shift to start at 6:00pm and end at 6:00am

2.1. **STATIONED DEPARTMENT:** the porter station will be in the Casualty Department which has a designated office , with 1 Chief Porter present at all times. Allocation to be done by chief porter

2.2 **JOB DESCRIPTION OF PORTER / MESSENGER:**

**2.3 Key Responsibilities of the acquired personnel are as follows:**

- Pushing of wheelchairs and stretchers to transport patients safely between wards and departments within the hospital.
- Transporting of patients to and from the ambulance.
- Transporting of corpses to the mortuary from wards / casualty, place on mortuary fridge tray escorted by nursing and oversee by mortuary attendant.
- To ensure that Wheel chairs and patient trollies are clean before being used.
- To ensure that a clean sheet is put onto the mattress of the patient trolley before being used.
- The delivering and collection of laboratory specimens.

- The delivering and collection of the official mail and other general correspondence.
- Assisting of mobile patients to wards and departments.
- To inspect patient wheelchairs and stretchers regularly and to report findings to the Sister or Supervisor in charge of the respective department.
- To report any irregularities to the Sister or Supervisor in charge of the respective department.
- To ensure that all allocated wheelchairs and patient trollies are returned to the respective wards and departments.
- Removal of items eg equipments from one ward to another , should the need arises
- Placed at strategic points eg access control areas to cater for those patients visiting hospital that are wheelchair bound to be escorted to the clinics / wards concerned

### **3. THE CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING THE FOLLOWING:**

- 3.1. A suitable uniform that is neat and professional.
- 3.2. Suitable and comfortable shoes.
  - 3.2.1. The porters must be provided with safety shoes, that has a steel cap toe shield.
- 3.3. Each staff member must have an ID badge, which is worn every day whilst on duty.
- 3.4. The following information is to be clearly printed on the ID badge.
  - 3.4.1. Staff members name.
  - 3.4.2. Name of the Company.
  - 3.4.3. Photo of the employee.
- 3.5. Mobile radios (two way radios) for the communication of the porters.
- 3.6. Contractor to note that Port Shepstone Regional Hospital will not be held responsible for any injury sustained by employees who are found not wearing the necessary safety PPE.
- 3.7. A certificate stating that all staff had their base line medicals and periodicals.

### **4. THE HOSPITAL WILL BE RESPONSIBLE FOR PROVIDING THE FOLLOWING:**

- 4.1. Orientation and Induction.
- 4.2. Space for charging and storing mobile radios.
- 4.3. Disposable gloves, Aprons and Masks only.

### **5. CONTRACT DURATION:**

- 5.1. Bidder to note that duration of the contract is for a period of 3 months.

### **6. CODE OF CONDUCT:**

- Bidder is to ensure that the personnel allocated to the Institution adhere to the following.
- Neat and presentable image at all times.
- To report on duty in full uniform with name tags.
- Contractor to provide identification tags for each employee.
- Personnel employed by the contractor are not to argue with any staff, patients or visitors.
- Personnel employed by the contractor are to conduct themselves a polite and professional manner at all times.
- Personnel employed by the contractor are to ensure that confidentiality is maintained at all times.
- The contractor is responsible for the reprimanding and disciplining of staff employed.

### **7 UNIFORM:**

- It is the responsibility of the contractor to provide the employed staff with prescribed uniforms:
- Male Porter / Messenger: Navy trouser, White shirt, Navy jersey, a Navy rain coat and black comfortable closed shoes.
- Female Porter/Messenger: Navy skirt, White shirt, black comfortable closed shoes navy jersey and a navy rain coat.
- The shoes provided must have steel caps for protection.

**8 COMMUNICATION:**

- The contractor is to ensure that each of the staff allocated to the Institution are issued with a 2 way radio.

**9 DUTY ROSTER:**

- a. The contractor will be responsible for the compiling of the duty roster.
- b. A copy of the compiled duty roster is to be submitted to the Institutional Manager.
- c. The contractor is to ensure that personnel employed adhere to the duty roster allocated.

**10 INJURIES SUSTAINED WHILE ON DUTY:**

- a. The Contractor is to note that the Institution will not be held responsible for any injuries sustained by the personnel employed by the Contractor, while on the premises of Port Shepstone Regional Hospital.





SCHEDULE OF PAYMENT PROFILE FOR OUT SOURCING OF PORTERING AND MESSENGER SERVICES

	ADDITIONAL INFORMATION	SERVICE PROVIDER PRICE BREAK DOWN
NO. OF DAY SHIFT STAFF	16	
PAYMENT RATES PER STAFF MEMBER BASIC	BASIC CONDITION OF EMPLOYMENT	Rate per hour: R
SUNDAY ALLOWANCE	TIME AND HALF	Rate per hour: R
UNIFORM ALLOWANCE	2 SETS PER STAFF	Rate: R
PUBLIC HOLIDAY ALLOWANCE	DOUBLE	Rate per hour: R
PROVIDENT FUND	REGISTERED WITH DOL	Contributions: R
BARGAIN COUNCIL LEVY	N/A	
COIDA	REGISTERED WITH DOL	PROOF OF REGISTRATION REQUIRED
LEAVE ALLOWANCE	1 DAY FOR EVERY 17 DAYS	
SICK LEAVE ALLOWANCE	1 DAY FOR EVERY 26 DAYS	
FAMILY RESPONSIBILITY LEAVE	N/A	
NO. OF NIGHT STAFF	4	
PAYMENT RATES PER STAFF MEMBER BASIC	BASIC CONDITION OF EMPLOYMENT	Rate per hour: R
SUNDAY ALLOWANCE	TIME AND HALF	Rate per hour: R
UNIFORM ALLOWANCE	2 SETS PER STAFF	Rate per hour: R
PUBLIC HOLIDAY ALLOWANCE	DOUBLE	Rate: R
PROVIDENT FUND	REGISTERED WITH DOL	Rate per hour: R
BARGAIN COUNCIL LEVY	N/A	Contributions: R
COIDA	REGISTERED WITH DOL	PROOF OF REGISTRATION REQUIRED
LEAVE ALLOWANCE	1 DAY FOR EVERY 17 DAYS	
SICK LEAVE ALLOWANCE	1 DAY FOR EVERY 26 DAYS	
FAMILY RESPONSIBILITY LEAVE	N/A	
NIGHT SHIFT ALLOWANCE	10% OF HOURLY RATE	Rate per hour: R

NOTE TO BIDDER:

1. PLEASE NOTE THAT THE INFORMATION PROVIDED ABOVE IS IN LINE WITH THE REQUIREMENTS OF THE DEPARTMENT OF LABOUR (DOL)
2. PLEASE NOTE THAT SHOULD THIS INFORMATION NOT BE PROVIDED ON THIS PAGE THE SUBMITTED QUOTATION WILL NOT BE CONSIDERED.
3. THE TOTAL PRICE OF PRICE BREAK DOWN INDICATED ON THIS PAGE MUST BE THE SAME AS THAT WHICH IS ON THE OFFICIAL QUOTATION PAGE, FAILING THIS THE SUBMITTED QUOTATION WILL NOT BE CONSIDERED.

BIDDER'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**SECTION C – Confirmation**

*Compulsory to be completed by the bidder and returned with quotation:*

I, .....  
(Print Name) ..... from .....  
(Name of Business) .....do hereby  
acknowledge that I have read and understand the specifications as laid out above and will ensure that the  
quotation price submitted will address all the requirements as stipulated.

.....  
Signature ..... / ..... / .....  
Date