



KZN Health > Components > Supply Chain Management

## AdvertQuote



## Quotation Advert

Opening Date:

Closing Date:

Closing Time: 11:00

### INSTITUTION DETAILS

Institution Name:  ▾

Province: KwaZulu-Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required:

Date Submitted:

### ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ:

Item Category:  ▾

Item Description:

Quantity (if supplies):

### COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type:  ▾

Date:

Time:

Venue:

QUOTES CAN BE COLLECTED FROM:

QUOTES SHOULD BE DELIVERED TO:

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

Name:

Email:

Contact Number:

Finance Manager Name:

Finance Manager Signature:

No late quotes will be considered



**KWAZULU-NATAL PROVINCE**

**HEALTH**  
REPUBLIC OF SOUTH AFRICA

**UMG 243/21/22**

**UMGUNGUNDLOVU HEALTH DISTRICT  
OFFICE**

**PROVISION OF PEST CONTROL SERVICES IN  
ALL MORTUARIES UNDER UMGUNGUNDLOVU  
DISTRICT**

Advert Date : 22 October 2021  
Closing Date & Time : 03 November 2021  
Site Briefing Date : 26 October 2021  
Site Briefing Venue : PMB Mortuary, 1 Devonshire Place, Napierville  
Enquires : Miss Nozipho Kweza  
Contact Number : 033 897 1097

Documents may be delivered by hand and deposited in the quotation box situated in:

**UMGUNGUNDLOVU HEALTH DISTRICT OFFICE**  
171 HOOSEN HAFEEJEE STREET  
GROUND FLOOR  
PIETERMARITZBURG

OR

Documents may be delivered by fax: 033 897 1006/1086

Documents sent by email will **NOT** be accepted.





OFFICIAL PRICE PAGE FOR QUOTATIONS

ZNQ NUMBER: UMG 243/21/22

DESCRIPTION: PROVISION OF PEST CONTROL SERVICES

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
		PROVISION OF PEST CONTROL SERVICES				
		IN ALL MORTUARIES UNDER				
		UMGUNGUNDLOVU DISTRICT FOR THE PERIOD				
		OF 24 MONTHS				
		SPECIFICATION ATTACHED				
		COMPULSORY REQUIREMENTS				
		Tax Clearance				
		Certified BBBEE or EME Certification/ Sworn Affidavit				
		Certified company registration with South African				
		Pest Control Services				
		Valid Pest Control Operator certificate accredited				
		by Department of Agriculture				
		Certification should not be older than three(3) months				
		Failure to comply with this requirement				
		shall invalidate the quotation submitted				
VALUE ADDED TAX @ 15% (Only if VAT Vendor)						
TOTAL QUOTATION PRICE (VALIDITY PERIOD 60 Days)						

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

<p>Enquiries regarding the quote may be directed to:</p> <p>Contact Person: <b>Nozipho Kweza</b> ..... Tel: <b>0338971097</b>.....</p> <p>E-Mail Address: .....</p>	<p>Enquiries regarding technical information may be directed to:</p> <p>Contact Person: <b>N Phungula</b> ..... Tel: <b>0332646304</b>.....</p>
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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 10/26/21/ Time 10:00 Place PMB Mortuary1 Devonshire Place.

Institution Stamp:	Institution Site Inspection / briefing session Official
	Full Name: .....
	Signature: .....
	Date: .....

**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;
  - (iv) a description and quantity or volume of the goods or services supplied;
  - (ii) the name and address of the recipient;
  - (v) the official department order number issued to the supplier;
  - (iii) an individual serialized number and the date upon which the tax invoice is issued;
  - (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** (here after 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)

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

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

7.1.1 If yes, indicate:

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

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

(Tick applicable box)

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

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

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



9. **DECLARATION WITH REGARD TO COMPANY/FIRM**

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]

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

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
.....

9.6 COMPANY CLASSIFICATION [TICK APPLICABLE BOX]

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

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

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

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

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

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

**SPECIFICATION**  
**FOR A TWENTY-FOUR MONTH CONTRACT FOR A PEST CONTROL SERVICE IN BUILDINGS OF ALL**  
**MORTUARY FACILITIES**

The service provider shall conduct:

**Monthly** Services in the kitchen, bathroom and stair areas:

**Six weekly** (intervals of 6 weeks) services in all other areas as specified for each Mortuary.

Specific service required is listed hereunder, together with areas to be serviced.

**1. COCKROACH TREATMENT**

Treatment of the following areas against cockroaches

- All offices, reception areas and rest rooms
- Ducts
- Stairs
- Kitchens
- Walk in safes
- Toilets
- Archives
- Change rooms
- Air-conditioning plant rooms
- Store rooms
- Mortuary cold rooms, freezer rooms, autopsy rooms, offloading bays and all grey areas and passages
- Laundry rooms
- All drains, drainage systems and gutters and downpipes outside and inside mortuary facilities
- 

The above mentioned areas to be treated with approved insect gel bait  
As well as a residual insecticide where applicable.

**2. RODENT TREATMENT**

Treatment of the following areas against rodents

- Offices, reception areas and rest rooms
- Ducts
- Stairs
- Tea kitchens
- Walk in safe's
- Toilets
- Paper archives
- Change rooms
- Air-conditioning plant rooms, inverter boxes and electricity distribution boxes
- Store rooms



- Mortuary cold rooms, freezer rooms, autopsy rooms, offloading bays and all grey areas and passages
- Laundry rooms
- All drains and drainage systems outside and inside mortuary facilities

The above mentioned areas to be treated with an approved rodenticide placed in appropriate areas.

Outside perimeter and basement area to be treated with approved tamperproof bait stations (secured and lockable units).

### **3. FLY TREATMENT**

Supply, install and maintain fly traps in all mortuaries

At Pietermaritzburg Forensic, fly traps that are present, need to be cleaned and maintained on a monthly basis and lamps must be replaced every three (3) months.

- Additional 2 fly traps to be installed, cleaned and maintained at PMB Forensics, which also has existing fly traps that are present.

-For the 4 small mortuaries the following fly traps to be supplied, installed, cleaned and maintained:

New Hanover -3 (three)

Richmond -2 (two)

Howick – 2 (two)

Mooi river – 1 (one)

**NB: PLEASE NOTE THAT 5 AMP PLUGS TOPS TO BE USED IN SMALL MORTUARIES WITH 5 AMP CEILING PLUGS- SUPPLIED BY CONTRACTOR.**

### **4. BIRD LICE TREATMENT**

All buildings are to be treated with an approved treatment to prevent the infestation of bird lice

### **5. GECKO TREATMENT**

Especially needed for the air-conditioning inverter units outside both buildings (quote for PMB Mortuary only)

### **6. AUTOMATIC AIRFRESHENER SYSTEM**

To be supplied, installed and refilled by the supplier, units must be battery operated with indicator light, refill must last for 60 days and minimum maintenance required. The supply, installation and maintenance of automatic air freshener units as per each mortuary required:

- PMB Forensic -8(eight)
- New Hanover -2 (two)
- Richmond -2(two)
- Howick -2(two)
- Mooi River- 2(two)

## SECTION U

### SPECIAL TERMS AND CONDITIONS

#### INTRODUCTION

(a) Bidder/s must ensure that they are fully aware of all the Conditions contained in this bid document.

(b) Only bidders that fully meet the specifications shall be considered.

#### 1. ACCEPTANCE OF BID

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

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

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

#### 2. AMENDMENT OF CONTRACT

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

#### 3. AWARD

The awarding of this bid is not dependent solely on the factors of prices and preference points.

#### 4. CHANGE OF ADDRESS

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

#### 5. COMPLIANCE WITH SPECIFICATION

5.1. Offers must comply strictly with the specification. Offers exceeding specification requirements are deemed to comply with the specification. The quality of products must not be less than what is specified. Where SABS/SANS or CKS specifications are called for, the



Bidder must submit a certificate of compliance from the SABS with the submission of the bid. If the product is an SABS mark bearing product, this certificate will not be necessary.

5.2. SABS/SANS can be contacted for testing and conformity services at Tel: 031 – 203 2900/  
Fax: 031 – 203 2907.

5.3. SANS, SABS AND CKS specifications will be for the account of the prospective bidder.

## 6. CONSUMER PROTECTION ACT

The Department of Health KwaZulu-Natal will take cognizance of the Consumer Protection Act, 2008 (Act no.68 of 2008), section 61 in it's contract administration functions.

## 7. COUNTER OFFERS

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

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

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

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

## 9. DOCUMENTATION OF UNDERTAKING AND LEGISLATIVE REQUIREMENTS

9.1. In the event of the bidder not being the actual manufacturer and will be sourcing the product(s) from another company, a letter from that company(ies)/supplier(s) confirming firm supply arrangement(s) including lead times in this regard, must accompany the bid at closing date and time.

9.2. The said company/manufacturer/supplier issuing such a letter must confirm that it has familiarised itself with the item description/specification and bid conditions and if the bid is for more than one item, it should be clearly indicated in respect of which item(s) the supportive letter has been issued.

**Non-compliance with the above mentioned Special Conditions will invalidate the offers for such products offered.**

## 10. EQUAL BIDS

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

## 11. EXTENSION OF CONTRACT

It is the normal policy that contracts are not extended. However, circumstances may arise whereby a contract cannot be renewed in time. If this is found to be the case, the right is reserved for the Department of Health to approach existing contractor(s) to extend the contract for such period agreed to.

## 12. EXECUTION PLAN

- 12.1. The bidder will be required to provide an efficient and effective service. Therefore, the bidder is required to submit proof that he/she has the required capacity to execute the contract tendered for successfully. The bidder must supply references or state his/her experience as a company to undertake the contract. References of past experience of owners/employees of new entities must accompany the bid document. Alternatively, the bidder must submit a project execution plan that the company will utilise to successfully execute the contract in terms of manpower, machinery, process, process control, infrastructure, etc. (refer to/attach as Annexure B).
- 12.2. If the bidder is a supplier/distributor, not a manufacturer of the product offered for, he/she must submit with the bid document on the closing date and time of bid a guarantee or a letter of undertaking from a manufacturer that support required to execute the contract successfully for the duration of the contract shall be provided. (Please mark as Annexure C).

**NOTE: Failure to submit sufficient information for an assessment to be made may invalidate the entire bid.**

- 12.3. It is a bid condition that prior to an award of the bid being made and/or during the evaluation process, the Department of Health reserves the right to conduct inspections of the premises of the most acceptable bidder. Therefore premises of the bidder shall be open, at reasonable hours, for inspection by a representative of the Department of Health or organisation acting on its behalf.

## 13. FIRM PRICES

- 13.1. This bid requires that all bid prices offered are firm. If a non-firm bid price is offered then the bidder may be disqualified for not complying with the Conditions of the Bid.
- 13.2. Bidders are advised that should they be successful in being awarded the contract, it is mandatory for such bidders to take out forward cover with a recognised financial Institution.

## 14. HISTORICAL DATA

- 14.1. Historical value and volume reports must be submitted on a three (3) monthly basis to Contract Management, Department of Health, Umgungundlovu District Office by all successful bidders:

### 14.1.1. SUPPLIER MEASURES

- a) Delivery period adherence
- b) Quality adherence

### 14.1.2. END USER MEASURES

- a) On time payment
- b) Rand value of invoices not paid on time
- c) Actual quantities ordered vs. estimated quantities forecasted
- d) On time order placement

- 14.2. This information will be submitted at the expense of the contractor.



**15. INFORMATION REQUIRED FROM BIDDER (please mark as Annexure D)**

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

- 15.1. Where they have their Headquarters.
  - 15.2. Where they have their Regional Offices.
  - 15.3. The product offered on this bid must be supported with a letter of appointment of the bidder as a sole agent by the original product manufacturer.
- } Details to be supplied  
On company's  
Letterhead.

**16. INSPECTION FOR QUALITY**

- 16.1. All deliveries to authorised participants will be subjected to a visual examination and scrutiny by the relevant participants, and/or inspection for quality by Provincial Quality Control Laboratories in the Republic of South Africa, and/or inspection for quality by an accredited South African National Accreditation Section (SANAS) testing agency.
- 16.2. In the event of products tested the contractor will bear the cost of any item failing to meet the relevant standard.

**17. IRREGULARITIES**

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

**18. JOINT VENTURES**

- 18.1. In terms of the Preferential Procurement Regulations, 2011 pertaining to the Preferential Procurement Policy Framework Act 5 of 2000, a trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.
- 18.2. Should this bid be submitted by a joint venture, the joint venture agreement must accompany the bid document before the closing date and time of bid? The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.
- 20.3. Separate a PREFERENCE POINTS CLAIM FORMS must be submitted by each company participating in the joint venture. The non-submission of a PREFERENCE POINTS CLAIM FORM by a company will result in preference points not being allocated to such company. Failure to submit the joint venture Agreement will result in preference points not being allocated to all companies participating in the joint venture.
- 18.4. Each party to a Joint Venture/Consortium must submit an original valid Tax Clearance Certificate together with the bid before the closing date and time of bid.

**19. LATE BIDS**

- 19.1. Bids are late if they are received at the address indicated in the bid documents after the closing date and time.
- 19.2. A late bid shall not be considered and, where practical, shall be returned unopened to the Bidder, accompanied by an explanation.



**20. NOTIFICATION OF AWARD OF BID**

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

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

**21. PAYMENT FOR SUPPLIES AND SERVICES**

21.1. A contractor shall be paid by the institution concerned, in accordance with supplies delivered and services rendered.

21.2. 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.

21.3. Any query concerning the non-payment of accounts must be directed to the District Office concerned. The following protocol will apply if accounts are queried:

- (i) contact must be made with the officer-in-charge of District office finance;
- (ii) if there is no response from stores, the Manager of the institution must be contacted;
- (iii) failing all of the above, the contractor must contact The General Manager: Accounting Services supplying the following details :
  - (a) name/s of person/s contacted at the institution and dates; and
  - (b) details of outstanding account.

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

**22. PRICE INCREASES**

All bid prices must be firm for the contract period. Failure to comply with this condition will invalidate the bid.

**23. PRICES – ONLY OFFER**

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

Proof of reasonableness will be determined in the following sequence:

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

**24. CENTRAL SUPPLIERS DATABASE**

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

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

**25. PERIOD OF CONTRACT**

The contract will run for a period of twelve (12) months.

**26. RATE OF EXCHANGE**

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

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

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

26.4 The clauses in this paragraph must be read in conjunction with paragraph 14.1 and 14.2.

**27. QUALITY CONTROL/TESTING OF PRODUCTS**

27.1 The Department reserves the right to have any product in this bid tested with an accredited agent in the Republic of South Africa. The quality control testing administrative procedures will be undertaken by the Department's Supply Chain Management Contract Management section.

27.2 If it is discovered that the product supplied is not in accordance with the specification the following will occur:

- (i) testing charges will be for the account of the principal contractor;
- (ii) possible cancellation of the contract with the principal contractor;
- (iii) reporting such negligence by the principal contractor to the Provincial and National Treasury for listing on the Restricted Suppliers Database

**28. 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 will prevail.

**29. SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM**

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

**30. STATEMENT OF SUPPLIES AND SERVICES**

30.1 The contractor shall, monthly, furnish particulars of supplies delivered or services executed. Such information must be submitted to the Department of Health Supply Chain Management. Information required is as follows:

- (i) Name of institution
- (ii) Orders received – order number & catalogue number & quantity delivered.



- (iii) Training performed – Name of institution, number of officials trained and type of training performed.

30.2 If the contractor fails to provide the required information, the Department of Health may, without prejudice to any other rights which it may have, institute inquiries at the expense of the contractor to obtain the required particulars.

### 31. SPECIFIC CONDITIONS OF CONTRACT

31.1 **The bidder must be able to comply with Health & Safety requirements including First Aid Services and Crowd Management**

31.2 **The bidder must be able to provide environmental and ecological management**

31.3 **The bidder must be able to meet security requirements in consultation with Departmental Security Services**

### 32. 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).**

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

### 33. UNSATISFACTORY PERFORMANCE

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

- (i) Before any action is taken, the institution shall warn the contractor by registered/certified mail that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7days minimum). If the contractor does not perform satisfactorily despite the warning the institution will:

- (a) Take action in terms of its delegated powers.
- (b) Instil penalties against non-compliance per treatment
- (c) Thus office will make a recommendation for the cancellation of the contract.

- (ii) When correspondence is addressed to the contractor, reference will be made to the contract.

- (iii) All costs resulting from cancellation of contract and appointment of new service provider will be the responsibility of the service provider.

### 34. VALIDITY PERIOD OF BID AND EXTENSION THEREOF

The validity (binding) period for the bid must be 180 days from close of bid. However, circumstances may arise whereby this Department may request the bidders to extend the validity (binding) period. Should this occur, the Department will request bidders to extend the validity (binding) period under



the same terms and conditions as originally tendered for by bidders. This request will be done before the expiry of the original validity (binding) period.

**35. VAT**

35.1. Bid prices must be inclusive of VAT.

35.2. 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 serialised 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.

35.3. Bidders who are VAT vendors must provide proof that they are VAT registered.

## EVALUATION CRITERIA

### PROVISION OF PEST CONTROL SERVICES IN BUILDINGS OF ALL MORTUARY FACILITIES. PERIOD: TWENTY FOUR (24) MONTHS CONTRACT.

All proposals received shall be evaluated on the following:

**1. Specifications:**

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

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

**2. Correctness of information:**

All information required in the bid document must be accurate and duly completed including all the appropriate signatures. This includes the completion of documentation where required and the submission of required/requested documentation e.g. Valid Tax Certificate, registration on Central Supplier Database, guarantee, declaration of interest, sample etc.

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

Non-compliance with the above may result in elimination from further evaluation criteria.

**3. The following documents to be attached:**

- Tax Clearance
- BBEE Certificate/ Sworn Affidavit
- Certified Copy Company Registration with South African Pest Control Association
- Certified Copy valid pest control operator certificate accredited by Department of Agriculture
- CSD Registration

Service providers must not submit copies of certified copies. Original certification should not be older than three (3) months. Failure to comply with this requirement shall invalidate the quotation submitted.

**4. Demonstrated capacity to successfully execute the contract.**

**5. Preferential Point System:**

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

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

**Note:** For purposes of comparison and in order to ensure a meaningful evaluation, bidders must submit detailed information in substantiation of compliance to the evaluation criteria mentioned. Should the space provided not be adequate, bidders are kindly requested to attach the required information as Annexure E following the sequence used in the bid document.

**KWAZULU-NATAL PROVINCE**HEALTH  
REPUBLIC OF SOUTH AFRICA

DIRECTORATE: SUPPLY CHAIN MANAGEMENT

DEMAND MANAGEMENT

171 Hoosen Haffejee Street, Pietermaritzburg

Private Bag x9124, Pietermaritzburg,3200

Tel: 033 897 1097

**PRICE SCHEDULE- TREATMENT ONLY****PMB MORTUARY**

	<u>COST PER MONTH</u>	<u>TOTAL PER ANNUM</u>
Cockroach Treatment		
Rodent Treatment		
Fly Treatment		
Bird lice Treatment		
Gecko Treatment		
Automatic Air freshener System		
<b>TOTAL COST</b>		

**HOWICK MORTUARY**

	<u>COST PER MONTH</u>	<u>TOTAL PER ANNUM</u>
Cockroach Treatment		
Rodent Treatment		
Fly Treatment		
Bird lice Treatment		
Automatic Air freshener System		
<b>TOTAL COST</b>		

**NEW HANOVER MORTUARY**

	<u>COST PER MONTH</u>	<u>TOTAL PER ANNUM</u>
Cockroach Treatment		
Rodent Treatment		
Fly Treatment		
Bird lice Treatment		
Automatic Air freshener System		
<b>TOTAL COST</b>		

**RICHMOND MORTUARY**

	<u>COST PER MONTH</u>	<u>TOTAL PER ANNUM</u>
Cockroach Treatment		
Rodent Treatment		
Fly Treatment		
Bird lice Treatment		
Automatic Air freshener System		
<b>TOTAL COST</b>		





**KWAZULU-NATAL PROVINCE**

HEALTH  
REPUBLIC OF SOUTH AFRICA

**DIRECTORATE: SUPPLY CHAIN MANAGEMENT**

**DEMAND MANAGEMENT**

171 Hoosen Haffeejee Street, Pietermaritzburg

Private Bag x9124, Pietermaritzburg, 3200

Tel: 033 897 1097

**PRICE SCHEDULE**

NOTE: The price for each service shall include all travelling and labour costs for the service technician and all assistants to carry out the service as per the specification.

<b>PMB Mortuary</b>	Total Costs for 24 months
Total contract price for services during the contract period of twenty four months (excluding VAT)	
<b>Howick Mortuary</b>	Total Costs for 24 months
Total contract price for services during the contract period of twenty four months (excluding VAT)	
<b>Richmond Mortuary</b>	Total Costs for 24 months
Total contract price for services during the contract period of twenty four months (excluding VAT)	
<b>NewHanover Mortuary</b>	Total Costs for 24 months
Total contract price for services during the contract period of twenty four months (excluding VAT)	
Sub-Total:	
VAT:	
Total: To be carried forward to the official price page for all four mortuaries	

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

Company Stamp: