

KZN Health Intranet

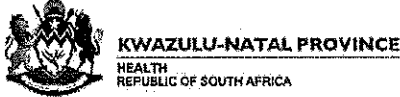
KZN HEALTH

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AdvertQuote



Quotation Advert

Opening Date:

Closing Date:

Closing Time:

INSTITUTION DETAILS

Institution Name:

Province:

Department or Entity:

Division or section:

Place where goods / services is required:

Date Submitted:

ITEM CATEGORY AND DETAILS

Quotation Number:

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:

STANDARD QUOTE DOCUMENTATION OVER R30 000.00

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: DEPARTMENT OF HEALTH- CENTRAL SCM
DATE ADVERTISED: 08/07/2022 CLOSING DATE: 14/07/2022 CLOSING TIME: 11:00
FACSIMILE NUMBER: N/A E-MAIL ADDRESS: Quotations.scmho@kznhealth.gov.za
PHYSICAL ADDRESS: 310 Jabu Ndlovu Street, SCM Offices, Pietermaritzburg, 3200

QUOTE NUMBER: ZNQ / - / 0476 / 2 - 3

DESCRIPTION: IXOPO MEDICO LEGAL MORTUARY REFUBISHMENT OF AUTOPSY AREA

CONTRACT PERIOD: Once off (if applicable) VALIDITY PERIOD 60 Days SARS PIN.....

CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO. M A A A

UNIQUE REGISTRATION REFERENCE

DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS)

.....
.....

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

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

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

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

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

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

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

OFFICIAL PRICE PAGE FOR QUOTATIONS OVER R30 000

QUOTE NUMBER: ZNQ/--- / 0476 / 2 - 3

DESCRIPTION: IXOPO MEDICO LEGAL MORTUARY REFURBISHMENT OF AUTOPSY AREA

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
1		Ixopo Medico Legal Mortuary Refurbishment of Autopsy area				
		NB: Specification attached				
		NB: CIBD, 2GB				
		Compulsory Site Visit				
		Date: 12 July 2022				
		Time: 12:30 pm				
		Venue: Ixopo Medico Legal Mortuary				
		Original documents required in a sealed envelope with current CSD summary report reflecting banking details, certified copy of B-BBEE certificate by verified agency and accredited by SANAS, Tax Clearance certificate or SARS pin				
		Responses to be delivered : 310 Jabu Ndlovu Street, old boys Model, Quotation tender box Or Quotations@scmho.gov.za				
VALUE ADDED TAX @ 15% (Only if VAT Vendor)						
TOTAL QUOTATION PRICE (VALIDITY PERIOD 60 Days)						

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

<p>Enquiries regarding the <u>quote</u> may be directed to:</p> <p>Contact Person: Jabulani Hlongwane Tel: 033 815 8345</p> <p>E-Mail Address: Jabulani.Hlongwane@kznhealth.gov.za</p>	<p>Enquiries regarding <u>technical information</u> may be directed to:</p> <p>Contact Person: Amle Ndlovu Tel: 033 940 2535</p>
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BIDDER'S DISCLOSURE**1. PURPOSE OF THE FORM**

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. BIDDER'S DECLARATION

- 2.1. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State Institution

- 2.2. Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

- 2.2.1. If so, furnish particulars:

- 2.3. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

- 2.3.1. If so, furnish particulars:

3. DECLARATION

I, the undersigned,(name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1. I have read and I understand the contents of this disclosure;
- 3.2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6. There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Name of Bidder

.....
Signature

.....
Position

.....
Date

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

GENERAL CONDITIONS OF CONTRACT**1. AMENDMENT OF CONTRACT**

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

2. CHANGE OF ADDRESS

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

3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

- 3.1. The Department is under no obligation to accept the lowest or any quote.
- 3.2. The Department reserves the right to communicate in writing with vendors in cases where information is incomplete or where there are obscurities regarding technical aspects of the offer, to obtain confirmation of prices or preference claims in cases where it is evident that a typing, written, transfer or unit error has been made, to investigate the vendor's standing and ability to complete the supply/service satisfactorily.
- 3.3. **ALL DECISIONS TAKEN BY THE DEPARTMENT ARE FINAL, INCLUDING THE AWARD OR CANCELLATION OF THIS QUOTATION.**
- 3.4. The price quoted must include VAT (if VAT vendor).
- 3.5. Should a bidder become a VAT vendor after award or during the implementation of a contract, they may not request the VAT percentage from the Department as the service provider made an offer during the period they were not registered as a VAT vendor. The Department is only liable for any VAT from registered VAT vendors as originally stated on the quotation document.
- 3.6. The bidder must ensure the correctness & validity of the quotation:
(i) *that the price(s), rate(s) & preference quoted cover all for the work/item (s) & accept that any mistakes regarding the price (s) & calculations will be at the bidder's risk*
(ii) *it is the responsibility of the bidder to confirm receipt of their quotation and to keep proof thereof.*
- 3.7. 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.
- 3.8. This quotation will be evaluated based on the 80/20 points system, specification, correctness of information and/or functionality criteria. All required documentation must be completed in full and submitted.
- 3.9. Offers must comply strictly with the specification.
- 3.10. Only offers that meet or are greater than the specification will be considered.
- 3.11. Late offers will not be considered.
- 3.12. Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.
- 3.13. Used/ second-hand products will not be accepted.
- 3.14. A bidder not registered on the Central Suppliers Database or whose verification has failed will not be considered.
- 3.15. All delivery costs must be included in the quoted price for delivery at the prescribed destination.
- 3.16. 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.
- 3.17. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.18. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered.
- 3.19. Verification will be conducted to identify if bidders have multiple companies and are cover-quoting for this bid.
- 3.20. In such instances, the Department reserves the right to immediately disqualify such bidders as cover-quoting is an offence that represents both corruption and acquisition fraud.

4. SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF THIS QUOTATION.

- 4.1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
- 4.2. Under no circumstances whatsoever may the quotation/bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
- 4.3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
- 4.4. Quotations submitted must be complete in all respects. However, where it is identified that information in a bidder's response, which does not affect the preference points or price, is incomplete in any respect, the said supplier meets all specification requirements and scores the highest points in terms of preference points and price, the Department reserves the right to request the bidder to complete/submit such information.
- 4.5. Any alteration made by the bidder must be initialled; failure to do so may render the response invalid.
- 4.6. Use of correcting fluid is prohibited and may render the response invalid.
- 4.7. Quotations will be opened in public as soon as practicable after the closing time of quotation.
- 4.8. Where practical, prices are made public at the time of opening quotations.
- 4.9. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

4.10. The Department is under no obligation to pay suppliers in part for work done if the supplier can no longer for fulfill their obligation.

5. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS

- 5.1. Quotation shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the quotation documents.
- 5.2. Each quotation shall be addressed in accordance with the directives in the quotation documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the quotation number and closing date indicated on the envelope. The envelope shall not contain documents relating to any quotation other than that shown on the envelope. If this provision is not complied with, such quotations/bids may be rejected as being invalid.
- 5.3. All quotations received in sealed envelopes with the relevant quotation numbers on the envelopes are kept unopened in safe custody until the closing time of the quotation/bids. Where, however, a quotation is received open, it shall be sealed. If it is received without a quotation/bid number on the envelope, it shall be opened, the quotation number ascertained, the envelope sealed and the quotation number written on the envelope.
- 5.4. A specific box is provided for the receipt of quotations, and no quotation found in any other box or elsewhere subsequent to the closing date and time of quotation will be considered.
- 5.5. No quotation/bid sent through the post will be considered if it is received after the closing date and time stipulated in the quotation documentation, and proof of posting will not be accepted as proof of delivery.
- 5.6. Quotation documents must not be included in packages containing samples. Such quotations may be rejected as being invalid.

6. SAMPLES

- 6.1. In the case of the quote document stipulating that samples are required, the supplier will be informed in due course when samples should be provided to the institution. (This decreases the time of safety and storage risk that may be incurred by the respective institution). The bidders sample will be retained if such bidder wins the contract.
 - (i) If a company/s who has not won the quote requires their samples, they must advise the institution in writing of such.
 - (ii) If samples are not collected within three months of close of quote the institution reserves the right to dispose of them at their discretion.
- 6.2. **Samples must be made available when requested in writing or if stipulated on the document.**
 - (i) If a Bidder fails to provide a sample of their product on offer for scrutiny against the set specification when requested, their offer will be rejected. All testing will be for the account of the bidder.

7. COMPULSORY SITE INSPECTION / BRIEFING SESSION

- 7.1. Bidders who fail to attend the compulsory meeting will be disqualified from the evaluation process.
 - (i) The institution has determined that a compulsory site meeting **will** take place
 - (ii) Date **12 / 07 / 2022** Time **12 : 30** Place **Ixopo Medico Legal Mortuary**

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** (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. THE DEPARTMENT RESERVES THE RIGHT TO PASS OVER ANY QUOTATION WHICH FAILS TO COMPLY WITH THE ABOVE.

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

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

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

1. GENERAL CONDITIONS

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

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

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

1.3 Points for this quote shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

$$Ps = 80 \left(1 - \frac{Pt - P \text{ min}}{P \text{ min}} \right) \text{ Where}$$

- 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
applicable box)**

(Tick

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

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

7.1.1 If yes, indicate:

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

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

(Tick applicable box)

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

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

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

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

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 **TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]**

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

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....
.....

9.6 **COMPANY CLASSIFICATION [TICK APPLICABLE BOX]**

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

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

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

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

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

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



**IXOPO MEDICO LEGAL MORTUARY
 REFURBISHMENT OF THE AUTOPSY AREA**

SCOPE OF WORK

PART 1

1. GENERAL

1.1 SCOPE OF WORK

THE CURRENT SCOPE OF WORK BELOW ENTAILS BOQ

- The preferred bidder will be required to provide only competent personnel to perform all duties as per BOQ.
- Supply and deliver all required material and tools for this particular maintenance project.
- This maintenance project must be completed within eight (8) weeks after order number has been issued, failure to meet the timeframe the Department reserve a right to cancel the order.
- After site handing over to the contractor, the risk of any loss or damage or theft shall be the responsibility of the contractor. Contractor shall take necessary precautions against loss or damage or theft.
- The contractor should consider the BOQ below and confirm measurements prior submitting quotation.
- The contractor shall allow for appointing relevant professionals, all independent statutory obligations for inspections and certificates.
- Contractor must always comply with safety precautions as the Ward will be fully operational.
- Contractor must report the start date 2 days prior commencing repairs.

1.1.1 PAINTING WORK

- Universal undercoats are to comply with SANS 681:1997 in all respects. Emulsion paints are to comply with the requirements of SANS 1586:1995 Grade 1. Eggshell enamels are to comply with the requirements of S.A.N.S 515: of 1972 in all respects.
- No paint shall be used past its maximum life span.
- For any particular paint work the priming coat and subsequent coats of paint are to be executed in accordance with manufacturer's instructions.
- Paint to be brought to the site in unopened containers and no adulteration will be permitted.
- Painting may be carried out by brush, roller as recommended by the manufacturer and to the approval of the Department.
- All paints are to be applied in strict accordance with the manufacturer's instructions.
- Each coat of paint is to be adequately and permanently keyed onto the previous coat or surface and shall be evenly distributed and continuous and shall dry to a smooth film, free from sags, runs or other imperfections.
- Each coat of paint is to be of a colour distinctive from previous or succeeding coats.
- Apply 1 coat primer and 2 coat Odorless interior Wall paint, metal paint and vanishing to match the existing colour. Allow 2 to 3 hours between the coats to dry.

1.1.2 INTERIOR WALLS FINISH

- Surface Preparations: (wash surfaces with low-suds detergent, rinse dry surfaces, gently remove peeling paint, fill all wall cracks and sand with 200-grit sand paper and wipe clean with dust remover cloth) before applying paint. Remove wall cladding 110m² at (E4, E14, E15, E17, E1 passage and E22
- Neatly paint interior walls: apply 1 coat primer and 2 coats Odorless interior with Semi-Gloss paint to be same as the existing colour.

1.2 SITE AND MODE OF PROCEDURE

The site at KwaZulu Natal: IXOPO MLM – Harry Gwala District.

The Service Provider is advised that the facility is fully functional, occupied and disruptions to services are to be kept to the bare minimum.

1.3 CONTRACT DRAWINGS

There are no contract drawings issued together with this document.

PART 2

2. GENERAL TECHNICAL SPECIFICATION

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

2.1 STANDARDS

All work must comply with,

- All technical specification to be as per SANS 1200 (SABS 1200)
- The Occupational Health and Safety Act (Act 85, 1993) as amended.

2.2 PROGRAMMING OF WORKS

The contractor shall notify the institution two (2) days prior to carrying out any site work. As the Department is to remain fully operation for the duration of the works, work to be planned and executed so as to cause minimum inconvenience to the Department. Contractor shall finish this work within 8 weeks counting from the date when the order number has been issued, unless other strong and valid reason,

2.3 INSPECTION

Work shall be inspected before handing over to Chief Artisan and Systems Manager.

PART 3

3. SCHEDULE OF RATES

All rates includes supply material, deliver material and tools

3.1 ITEMS AND PRICING

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

3.2 TAX AND DUTIES

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

3.3 RATES

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

No payment will be made for aborted work.

3.4 BILL OF QUANTITIES

NOTE:

- The quantities measured in the Bill of Quantities for work and material must not be viewed as a limitation of the amount of work to be done and material provided by the contractor in the complete execution of the work.
- The general descriptions and data of the work given in the specification, drawings or schedules are not fully repeated in the Bill of Quantities and reference to the other documents for complete information is therefore important and necessary.
- In these bills, the word "rate" shall be deemed to include the acquiring of equipment and materials from suppliers and workshops and the delivery, off-loading and safe storage of the equipment on site as well as unpacking, hoisting, placing and fixing, suspending or building in an approved position, cutting, connection, commissioning, testing and handing over of plant, equipment and materials.

ITEM	DESCRIPTION	UNIT	QTY	RATE/ UNIT		TOTAL
				R	C	
1	OCCUPATIONAL HEALTH AND SAFETY – PROTECTIVE EQUIPMENT					
1.1	Overalls	Item	1			
1.2	Hard Hats	Item	1			
1.3	Safety boots/shoes	Item	1			
1.4	Gloves	Item	1			
1.5	Safety glasses	Item	1			
1.6	Reflector Bibs	Item	1			
1.7	Barricading Material	Item	1			
1.8	Dust masks	Item	1			
Carried to Collection Summary						
		PS1			R	
	REFURBISHMENT WORK - IXOPO MEDICO LEGAL MORTUARY					
	The contractor is referred to the Model Preambles for Trades (2008 edition) as issued the Association of South African Quantity Surveyors before pricing this bill					

2	REMOVAL OF EXISTING					
2.1	Safely remove the existing ceiling board and cornices	m ²	40			
2.2	Remove the existing autopsy table and related ancillaries	Item	1			
2.3	Remove existing wooden door	m ²	4			
2.4	Remove existing extraction fan	No.	1			
2.5	Remove existing wall tiles and prepare surface for priming and painting.	m ²	100			
Carried to Collection Summary		PS2		R		
3	DEMOLITIONS					
3.1	Demolish middle wall at the office and make good	m ²	25			
3.2	Demolish wall in autopsy area and construct double skin wall as per drawing	m ²	36			
Carried to Collection Summary		PS3		R		
4	BUILDER'S WORK					
4.1	Replace the two doors with new doors.	No.	2			
Carried to Collection Summary		PS3		R		
5	MACHINERY AND EQUIPMENT					
5.1	Supply and install roller down door	m ²	6			
5.2	Supply and install autopsy table with all ancillaries	No.	1			
5.3	Supply and install new instrument cabinet.	No.	1			
5.4	Supply and install extraction fan	No.	1			
5.5	Supply and install high pressure hose reel	No.	1			
5.6	Supply and install writing desk	No.	1			
5.7	Supply and install single bowl Medical sink	No.	1			
5.8	Supply and install stainless steel or bronze number disc fitted.	No.	15			
5.9	Supply and deliver to site a hydraulic body hoist.	No.	1			
5.10	Install air conditioner in the office.	No.	1			
Carried to Collection Summary		PS5		R		

6	FLOORING					
6.1	Supply and install epoxy flooring	m ²	40			
Carried to Collection Summary		PS6		R		
7	CEILINGS					
7.1	Supply and install ceiling	m ²	80			
7.2	Prepare the ceiling for painting and paint	m ²	40			
Carried to Collection Summary		PS7		R		
8	PAINTWORK					
8.1	Prepare internal walls for painting and paint	m ²	300			
Carried to Collection Summary		PS7		R		
9	ELECTRICAL					
9.1	Supply and install IP56 LED light fittings mounted on the ceiling	No.	4			
Carried to Collection Summary		PS9		R		

COLLECTION SUMMARY

NOTE:

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

Collection Summary PS 1	R		
Collection Summary PS 2	R		
Collection Summary PS 3	R		
Collection Summary PS 4	R		
Collection Summary PS 5	R		
Collection Summary PS 6	R		
Collection Summary PS 7	R		
Collection Summary PS 8	R		
Collection Summary PS 9	R		
SUB-TOTAL	R		
ADD Provision for Value Added Tax of SUB-TOTAL	R		
<u>GRAND TOTAL: CARRIED TO TENDER FORM</u>	R		

PART 4

SPECIAL TERMS AND CONDITIONS

INTRODUCTION

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

1. AMENDMENT OF CONTRACT

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

2. CHANGE OF ADDRESS

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

3. CIDB RATING REQUIRED

Minimum Grade 2GB

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

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

The contractor should fully familiarize him/herself with this document and the site prior to quoting.

5. EQUAL BIDS / QUOTES

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

6. EXECUTION PLAN

The Contractor will be required to provide an efficient and effective service. Therefore, the Contractor is required to submit proof that he/she has the required capacity to execute work successfully.

7. EXECUTION PERIOD

The work shall be completed within 8 weeks from the date of the official order/letter of acceptance, failure to meet the timeframe Department reserve a right to cancel the order.

9. FIRM PRICES

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

10. GENERAL REQUIREMENTS

Contractor to make special note of the following:

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

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

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

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

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

11. GUARANTEE

All equipment, material, building work and workmanship provided under this Contract must be guaranteed for a minimum period of twelve (12) months from the date of handing over. The contractor to note that the Guarantee period must only take effect upon successful handing over and successful test and acceptance by the Department.

12. INJURIES TO STAFF

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

The contractor will under the supervision of Department Maintenance Head and Department Safety Officer to execute the required safety plan performance.

13. LATE QUOTE

Quotes are late if they are received at the address indicated in the tender / quote documents after the closing date and time.

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

14. NOTES TO CONTRACTORS

- 14.1 Contractors are urged to ensure that safety measures as per the Occupational Health and Safety (OHS) Act are in place before any work is undertaken.
- 14.2 All dimensions and sizes shall be checked and confirmed before any work is undertaken or materials ordered.
- 14.3 All work is to be carried out as per the specification issued with this document, no alterations will be allowed unless the project leader grants prior authority during the site meeting.
- 14.4 Contractors are advised to visit site to acquaint themselves with the site and the layout of the institution as no claims on the grounds of ignorance of the locality/sitting or access to the Department will be entertained later.
- 14.5 Contractors are informed that living on the Department premises during the contract is not allowed and no arrangements or accommodation will have to be made.
- 14.6 All rates quoted shall be inclusive of transport and labour exclude VAT.
- 14.7 Invoice must accompanied by Completion Certificate, Compliance Certificates and Guarantee Certificates

15. NOTIFICATION OF AWARD

- 15.1 Notification of the award of tender / quote shall be in writing by a duly authorized official of Department of Health, Supply Chain Management. The written acceptance of an offer constitutes a legal and binding contract if no appeals are lodged.
- 15.2 The award of a tender / quote will be advertised in the same media as the invitation.

16. PAYMENT FOR SUPPLIES AND SERVICES

- 16.1 A contractor shall be paid by the Department in accordance with meeting the scope of work and relevant certificates.
- 16.2 Should a contractor indicate a special discount on his/her account provided payment is made within a certain time, every effort shall be made to take advantage of such discount.
- 16.3 Any query concerning the non-payment of accounts must be directed to the Finance. The following protocol will apply if accounts are queried:
 - (i) Contact must be made with the Projects Project Leader; who will in turn enquire with finance

- (ii) If there is no response from Finance, the Director, Pietermaritzburg Management Hub must be contacted;

17. PENALTY CLAUSE

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

18. CENTRAL SUPPLIERS DATABASE AND CIDB

A Constructor submitting quote must be registered on the Central Suppliers Database and CIDB. A Contractor not registered on the Central Suppliers Database and CIDB, quote will not be considered.

19. SPECIAL CONDITIONS OF CONTRACT

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

20. TAX AND DUTIES

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

21. UNSATISFACTORY PERFORMANCE

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

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

- (i) take action in terms of its delegated powers
- (ii) make a recommendation to its Head Office for cancellation of the contract concerned.

- (b) When correspondence is addressed to the contractor, reference will be made to the contract number/item number/s and an explanation of the complaint.

22. VALIDITY PERIOD OF BID AND EXTENSION THEREOF

The validity (tendering) period for the bid/ quote must be 90 days from close of quote. However, circumstances may arise whereby the Department may request the Contractors to extend the validity (tendering) period. Should this occur, the Department will request Contractors to extend the validity (binding) period under the same terms and conditions as originally tendered for by Contractors. This request will be done before the expiry of the original validity (binding) period.

23. VAT

23.1 Quote prices must be inclusive of VAT.

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

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

NOTE:

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

PART 5

GENERAL CONDITIONS OF CONTRACT

1. FAILURE TO COMPLY WITH CONDITIONS AND DELAYED EXECUTION

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

2. PAYMENT

- 2.1 The Contractor shall furnish the Department with an invoice accompanied by a copy of the works completion certificate / delivery note upon fulfilment of other obligations stipulated in the contract.
- 2.2 Payments shall be made promptly by Department only the execution meet requirements, but in no case later than thirty days (30) days after submission of an invoice or claim by the Contractor.

3. INVOICES

All invoices submitted by the Contractor must be Tax Invoices indicating quantity ordered and quantity delivered, the amount of tax charged and the total invoice amount. **Tax invoice must be accompanied by work completion certificate, compliance certificates and guarantee certifications.**

4. OFFERING OF COMMISSION OR GRATUITY

If the Contractor or any Contractor representative is found to have either directly or indirectly offered or promised any commission, gratuity, or gift to any office bearer of the Department of Health. The Department of Health shall have the right, summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss or additional cost or expenses, to cancel the Contract without paying any compensation to the Contractor.

PART 6

EVALUATION CRITERIA AND SCORING

1. Functionality

The threshold score, below which tenderers are eliminated from further consideration, should be 60%

If bidder scores zero (0) for any criteria sub-points scoring requirement, the bid will automatically be disqualified.

	Evaluation Criteria	Points	Sub-Points Scoring
Team Capability	Submission of Minimum NQF level 6 Qualification in Built Environment (Civil Engineering, Building etc.)	30	Points
			15
			15
			0
Company Experience	Submission of purchase orders and letter of completion for similar scope of works	40	Points
			40
			30
			0
Quality Management and Project Programme of Works	Submission of Quality Management Plan and Working Programme Detailing the sequence of works	30	Points
			15
			15
			0