



KWAZULU-NATAL PROVINCE

HEALTH OF SOUTH AFRICA

Quotation Advert

Opening Date: 2022-11-07 Closing Date: 2022-11-14 Closing Time: 11:00

Institution Name: Head Office Quotations

Province: KwaZulu-Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required: Umgungundlovu Health Head Office Buildings

Date Submitted: 2022-11-07

Quotation Number: HOH/0954/23

Item Category: Services

Item Description: Plumbing maintenance for service and repairs as per attached specification at Umgungundlovu Health Head Office Building - One year contract

Quantity (if supplies): 07

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Compulsory Site Visit

Date: 2022-11-09

Time: 11h00

Venue: Natalia Building (Board room 266 North Tower)

QUOTES CAN BE COLLECTED FROM: www.kznhealth.gov.za

QUOTES SHOULD BE DELIVERED TO: 310 Jabu Ndlovu street, old boys Model school, Quotation tender box or Quotations.scmho@kznhealth.gov.za

ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO: Nomfundo Mlaba

Name: Nomfundo Mlaba

Email: nomfundo.mlaba@kznhealth.gov.za

Contact Number: 033 815 8353

Finance Manager Name: Mr T Ashby

Finance Manager Signature: [Signature]

No late quotes will be considered

STANDARD QUOTE DOCUMENTATION OVER R30 000.00

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT DEPARTMENT OF HEALTH CENTRAL-SCM

DATE ADVERTISED: 07/11/2022 CLOSING DATE: 14/11/2022 CLOSING TIME: 11:00

FACSIMILE NUMBER: Quotations.scmh@kznhealth.gov.za

PHYSICAL ADDRESS: 310 Jabu Ndlovu Street, Pietermaritzburg 3201

QUOTE NUMBER: ZNQ / HOH / 0954 / 22 - 23

DESCRIPTION: Plumbing maintenance for the service and repairs at Health Head Office Buildings-One year contract

CONTRACT PERIOD: One Year VALIDITY PERIOD 60 Days SARS PIN: (if applicable)

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

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DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS)

.....

.....

Bidders should ensure that quotes are delivered timely 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-BEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) YES NO

[A B-BEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EME& QSEs) MUST BE SUBMITTED TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

Contact Person: Nompumelele Nsele Tel: 033 395 2101 Enquiries regarding technical information may be directed to:	Contact Person: Nompumelele Nsele Tel: 033 815 8353 Enquiries regarding the quote may be directed to:
E-Mail Address: nompumelele@kznhealth.gov.za	

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

Item No		Quantity	Description	Brand & model	Country of manufacture	Price
01			Plumbing maintenance for the service and repairs at Umgungundlovu Health Head Office Buildings			
			- One year contract			
			Compulsory site visit			
			Venue: Natalia Building (Board room 266 North Tower)			
			Date: 09/11/2022 @ 11h00			
			CIDB Grading Required: 1 SO or above			
			NB: Specification Attached			
			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@kznhealth.gov.za			
VALUE ADDED TAX @ 15% (Only if VAT Vendor) TOTAL QUOTATION PRICE (VALIDITY PERIOD 60 Days)						

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

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

DESCRIPTION: Plumbing maintenance for the service and repairs at Health Head Office Buildings-One year contract

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 persons/ 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 interest 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 consortium 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 workitem (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 & fulfillment of all obligations conditions devolving on under this agreement, as the Principal (s) liable for the due fulfillment of this contract.
3.8. This quotation will be evaluated based on the 80/20 points system, specification, correctness of information and/or functionally 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 products 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 initialed; 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 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.

10.2. In the event that the institution cannot validate the suppliers' tax clearance on SARS as well as the Central Suppliers Database, the institution to validate the tax compliance status of the supplier.
 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 quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.

10. TAX COMPLIANCE REQUIREMENTS

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 points 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.

9. SUBMISSION AND COMPLETION OF SBD 6.1

8.1. The contractor shall, when requested to do so, furnish particulars of suppliers 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.

8. STATEMENT OF SUPPLIES AND SERVICES

Institution Site Inspection / briefing session Official Full Name: Signature: Date:	Institution Stamp:
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(ii) Date 09 /11 /2022 Time 11 :00 Place Natalia Building (Board room 266 North Tower)
 (i) The institution has determined that a compulsory site meeting will take place

7. COMPULSORY SITE INSPECTION / BRIEFING SESSION

7.1. Bidders who fail to attend the compulsory meeting will be disqualified from the evaluation process.
 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.

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.
 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.

5. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS

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.

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

- 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.
- 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.
- 14.1. 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. TERMINATION FOR DEFAULT

- 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.
- 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.
- 13.2. 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.
- 13.1. 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. PENALTIES

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.

12. PATENT RIGHTS

- (i) the name, address and registration number of the supplier;
- (ii) the name and address of the recipient;
- (iii) an individual serialized number and the date upon which the tax invoice is issued;
- (iv) a description and quantity or volume of the goods or services supplied;
- (v) the official department order number issued to the supplier;
- (vi) the value of the supply, the amount of tax charged;
- (vii) the words tax invoice in a prominent place.

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

11. TAX INVOICE

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;

- 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.
- 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 contributor are not claimed.

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

- 1.4 The maximum points for this quote is allocated as follows:
 - (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.3 Points for this quote shall be awarded for:
- 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.
- 1.1 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
 - the 80/20 preference point system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

GENERAL CONDITIONS

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.

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 Contributor

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		

8. Designated Group: An EME or QSE which is at least 51% owned by: EME QSE

(iv) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017: YES NO

8.1.1 Whether the sub-contractor is an EME or QSE YES NO

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

7.1.1.2 Will any portion of the contract be sub-contracted? YES NO

7. SUB-CONTRACTING (Tick applicable box) YES NO

(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.

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

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

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

5. BID DECLARATION

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

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:

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

$$P_s = 80 \left(1 - \frac{P - P_{min}}{P_1 - P_{min}} \right) \text{ where } P_s = \text{Points scored for price of bid under consideration}$$

$$P_1 = \text{Price of bid under consideration}$$

$$P_{min} = \text{price of lowest acceptable bid}$$

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

3. THE 80/20 PREFERENCE POINT SYSTEMS

3. POINTS AWARDED FOR PRICE

.....

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

.....

 1.

 2.

 WITNESSES

- (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.
- 9.7 Total number of years the company/firm has been in business:.....
- 9.8 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-BBEE 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 -

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

9.6 COMPANY CLASSIFICATION [TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.4 TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]

9.3 Company registration number:.....

9.2 VAT registration number:.....

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

Email: Nompumelelo.nsele@kznhealth.gov.za

Cellphone: 0820895835

Telephone No: 033 395 2101

Project Leader: Nompumelelo Nsele

DEPARTMENT OF HEALTH

**UMGUNGUNDLOU HEALTH HEAD OFFICE BUILDINGS
(NATALIA, SCM, ORTHOPAEDICS, HAST UNIT, CPS, TOWNHILL OFFICE PARK, IRIS MARWICK)**

AT

PLUMBING ONE YEAR MAINTENANCE CONTRACT FOR SERVICE AND REPAIRS

REQUIRED CIDB GRADING: ISO or above

QUOTATION NUMBER:

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

**HEALTH
REPUBLIC OF SOUTH AFRICA**

KWAZULU-NATAL PROVINCE



1. INTRODUCTION

There are seven (7) Head Office Health Buildings at UMgungundlovu District which are maintained and serviced by Head Office

2. PLUMBING SYSTEMS' MAINTENANCE

The successful service provider must perform "preventative" and "reactive/corrective" maintenance. The service provider must work more towards maximum preventative maintenance, preferable to maintain 80:20 ratio (preventative to reactive) at all times.

2.1

Preventative Maintenance

This type of maintenance is best defined as: regular activities performed on the system to keep it functional in order to prevent major plumbing problems. This involves inspection, condition monitoring, testing, cleaning etc. In order to achieve the maximum performance of the system and associated accessories, attention must be focused on preventative maintenance. Each of the prescribed inspection and test activities, services and reactive maintenance must be conducted by a competent person and records must be kept in a dedicated "file". The contractor must develop inspection and test, services and maintenance plans documents based on the following guide activities (with additions welcomed) for the approval by Doh Maintenance Supervisor within 14 days of the contract establishment.

Scope of work

The following are the recommended preventative maintenance intervals for the plumbing system based on the current unknown condition status. The preventative maintenance scope of work is provided with the BOQ.

• **Condition assessment** (Entire plumbing system)

• **Once Off scope of work**

- Jetting of Sewer-line from the all building and to the main line

• **Quarterly services and inspection scope of work**

- Perform every first month quarterly inspections to check, record and remedy the condition of the gutters, water down pipes, all drains, all taps, all toilets, etc on the plumbing system at UMgungundlovu Health Office Buildings (Natalia, SCM, Orthopaedics, Iris Marwick, Town hill Office Park and CPS). Note: Exclude painting of gutters and pipes
- Opening and cleaning all water storm drains, sewer manholes and sewer line
- Cleaning and servicing of all hand wash basin, toilets and urinal waste traps in all the buildings (put chemical or blow out)
- Ensure that are no leaking water tap (cold/hot) in and out of the buildings.
- Ensure that main water meter is functional all the time (where applicable)
- Issuing of safety file document

2.2 REACTIVE MAINTENANCE/MARK-UP ON MATERIALS, SPARE PARTS, PLANT AND EQUIPMENT

The reactive maintenance is a triggered by a failure that usually requires that repairs be effected. This type of maintenance is best defined as: that maintenance activity that has to be performed when the equipment has already failed/broken to bring it in the serviceable operational state. In case of works needing materials or spares to do repairs, for completion of the allocated work, a maximum mark-up on the supplier's net invoiced value, before the addition of VAT of materials and spare parts is allowed.

NB: Approval for specifications of the items to be used and spares shall be obtained prior to the purchase of such items. This type of maintenance will be conducted by a successful Contractor on a cost-proven basis where parts, travelling and labour rates will be considered. A provisional sum will be set aside.

Mark up on bought out items:

3. 20% Maximum for value R0.00 to R999 999.99, MAINTENANCE SPECIFICATION

Details of the scope of work to be executed as part of preventative maintenance are provided in the BOQ.

3.1 Technical Evaluation Criteria (RETURNABLE DOCUMENTS)

This must be read in conjunction with the Technical evaluation (Functionality Criteria)

- a. Proof of Financial Standing – See technical evaluation criteria
- b. Foreman/Supervisor, Artisans' Competency and Experience
- Proof of plumbing trade test certificates.
- Proof of plumbing maintenance and repairs experience, *Detailed CV covering the above will be required, with traceable references.*
- c. CIDB Category: ISO or above
- d. Plumbing related maintenance Health and Safety Management Plan.

4. PURPOSE, SCOPE AND DEFINITIONS OF CONTRACT WORK CATEGORIES

The purpose of this one (1) year contract is to procure the services of a reputable, competent and accredited Service Provider to be able to execute maintenance and repair works on plumbing systems' in the UMgunungundlovu Health Head Office Buildings.

5. DEFINITIONS OF WORK CATEGORIES

The work categories are as under:
Maintenance: (including preventive maintenance) defined as work required for the upkeep any existing plumbing works, which is presently functioning, in operational order.
Repairs: defined as that work required to be executed on any existing plumbing work, which is at present not functioning and must be returned to its original state of functioning by replacing it with new equipment of the same capacity/capability and technological features.

6. SERVICE LEVEL AGREEMENT

A successful bidder shall enter into a service level agreement (SLA) with the Department upon being awarded the Contract. The service level agreement shall be entered and agreed upon within five (5) days after awarding of the Contract. The successful bidder must arrange a meeting with the Department's Chief/Artisan Foreman two (2) days after being awarded the Contract to discuss the SLA.

7. SITE SPECIFIC REQUIREMENTS

- Upon arrival, the service provider shall provide the relevant certification for skilled personnel, together with ID or clear copy of ID. Semi-skilled and unskilled are required to produce clear ID.
- For all scheduled work, prior arrangements (2 days before the start date) to visit site shall be made with the Doh Chief Artisan or Facility Manager.
- The work areas must be properly demarcated when work in progress and there must be no disruptions and no health and safety risks to people visiting and occupying the facility.

8. IMPLEMENTING WORK AND REPORTING ON SITE

- All contractor employees are required to report to the Facility Manager or his delegated official upon arrival and prior to departure/upon completion of work.
- Upon arrival and departure (completion of work), all contractor employees must sign the *Contractors Site Visit Register* which will be kept in the facility by the Facility Manager.
- A job sheet must be completed on site by the service provider indicating the time worked for a job allocated. The job sheet is to be signed and stamped with a dated facility stamp by the facility manager or his/her delegated official on site. This will be issued to the awarded contractor.

The document required to effect invoice pay-out is as follows:

- ✓ Instruction issued to carry out works on a particular scope, eg. Job card request
- ✓ Job sheet stated report on scope executed, stamped (or signed) and dated by facility manager or his/her designated official, start time and end time.
- ✓ Attendance/site visit register
- ✓ Order and Tax clearance certificate
- ✓ Material supplier invoice
- ✓ Map from contractors office/address to site.
- ✓ Service provider's invoice.

The work will be paid on the basis of time in job sheet and in accordance with the agreed contract rates.

Report must be sent to the DoH Infrastructure Engineer and the copy to the Facility Manager within 5 days of the works completion.

EQUIPMENT TO BE PROVIDED BY THE SERVICE PROVIDER

The service provider shall supply all plant, material, consumables and tools required to carry out the scope of work related to plumbing maintenance and repairs in the Head office Buildings

Where a service provider is required to hire plant or equipment which does not form part of their normal plumbing scope of work, prior approval shall be obtained from the Department's Representative. The name of Department's Representative will be communicated to the appointed contractor.

10. MEANS OF COMMUNICATION

The contractor will be notified by phone call and of any fault by the Facility Manager or delegated Official. The phone call will be followed up by an email from the Facility Manager or delegated Official to the contact person of the contractor available 24/7. The contractor shall provide an alternative contact number and email address. The contractor employee(s) shall notify the Chief Artisan upon arrival on site by means of a SMS.

11. TERMINATION CLAUSE

The Department of Health reserves the right to terminate the contract if the contractor breaches any of the agreements. All applicable conditions will be on the SLA.

If the Contractor, during the contract term, is suspected to be misinforming or misleading the department with regards to the plant status, or is supplying replacement parts that are not necessary, or supplying at a price way above the market price, or is suspected of sabotaging the plant all with the intention of making money from the Department, the Contractor will be subjected to investigation and disciplinary hearing which can lead to termination of Contract as well as deletion from the Government database which will prevent the contractor from conducting any form of business/work for Government.

The contract will be deemed as expired at end of 12 months from the date of agreeing and signing SLA or exhaustion of funding allocated to the contract.

12. REDUNDANT MATERIALS, SPARE PARTS, PLANT AND EQUIPMENT

Redundant material(s) which arise from repairs, stripping and work carried out must be removed from site and disposed of by the service provider. Such redundant material(s) parts are to be inspected, by the Department's representative to confirm that such parts are indeed defective. The contractor takes full responsibility of safe disposal of redundant materials. Upon disposal of redundant material(s), a disposal certificate/note shall be issued by the contractor to the facility for record keeping and proof that disposal was safely and correctly done.

All repair works shall be approved by the Chief /Artisan Foreman before being carried out by the Service Provider and the following shall apply;

- Upon inspections, service and (or) call out to the Service Provider and an equipment/component/plan/system is found to be in need of repairs, the service provider shall immediately notify the Chief Artisan and the Facility manager of all necessary repairs that need to be carried out.

The works shall be carried out in full compliance to Occupational Health and Safety Act and Regulations and all relevant Acts and Standards. All safety precautions required for working on plumbing systems shall be taken into account and a *risk assessment shall be conducted by the service provider*. Suitable PPE (personal protective equipment) shall be worn at the time of duty. The contractor is fully liable for safety and security of his personnel and shall indemnify the Department of Health for all incidents

15. COMPLIANCE TO OHS ACT

If an emergency fault or matter reported is not attended to within a particular time of the time of reporting, a penalty shall be imposed, to be detailed on the S.L.A. A contact number and an email address shall be provided by the service provider for 24 hour contact to report faults.

When a service provider is appointed as the responsible service provider at a specific institution/building/facility for a specific period, the service provider's response time must be 2 hours maximum from the time a fault is reported for emergencies.

Emergencies
The service provider's response time must be 4 hours maximum from the time a fault is reported for normal cases or not life threatening cases.

The service provider is required to be available twenty-four (24) hours per day, seven (7) days per week, including public holidays, to respond to breakdowns as and when instructed to do so.

14. AVAILABILITY AND RESPONSE TIME TO BREAKDOWNS

The service provider shall conduct a root-cause analysis for incidents reported and produce a report with recommendations to prevent the same issue from reoccurring. The service provider shall rectify and satisfy him/herself that the works completed are tested, completed and to specification in all respects, and to the satisfaction of the responsible official before handing over to the Department. The trade tested artisan is deemed as a competent supervisor for the supervision of the works. It is not the responsibility of the Department, or its duly appointed representatives, to perform such functions on behalf of the service provider.

13. INVESTIGATION, TESTING AND COMPLETION OF THE WORKS

- The service provider shall NOT commence with the repairs until instructed to do so by the Chief/ Artisan Foreman through formal (SMS, Email, WhatsApp) communications.
- The service provider will quote for all necessary repairs following submission of the report of findings and recommended scope of work.
- The service provider will be instructed by the Chief/Artisan Foreman or his designated official to proceed with all repairs below R30 000.
- All repairs above R30 000 will be subject to verification of the quote to be within the market price. In this case, other service providers can be given a chance to quote on the same scope of work and the cheaper quoted service provider will be instructed to proceed with the repairs work.
- All repairs above R50 000 can be subjected to open bidding process. The work request will be assessed by the Chief/ Artisan Foreman and will depend on the level of urgency of the work (whether it's emergency work or urgent).

					Labour Rates Excluding VAT
					Rates
ITEM	DESCRIPTION	NORMAL RATE	OVERTIME E x 1.5	OVERTIME E x 2	
17.1	Artisan/Technician rate per hour, normal time (excluding labourer)				
17.2	Semi-skilled rate per hour (excluding labourer)				
17.3	Unskilled rate per hour (additional labour only)				

SCHEDULE OF RATES

17.

- *Note: For the purposes of determining when overtime shall commence, it will be taken that the normal working day is between the hours of 07h30 to 16h30, Monday to Friday.*
- *The contractor will not be paid for travelling time however will be paid for km travelled from the contractor's address to site only.*
- *Repairs will be paid on proven cost basis.*
- *The contractor to consider provisional amount stated when putting their estimate*
- *The awarded contractor will be required to submit the entire vehicle documentation registration disc etc. This will help to check the type of vehicle used with current labour travelling km rates that the contractor is claiming.*
- *No call out fee will be paid.*

All overtime hours worked = normal time x 2	Sundays and public holidays
All overtime hours worked = normal time x 1.5	Monday to Saturday inclusive

Where overtime work has been authorized by the Department, overtime rates shall be applied as follows:

Overtime Work

The Contractor's hourly rate will not be applicable when travelling to and from site during repairs. **Hourly rates are applicable when employees are on site busy carrying out work as per the callout instructions.** In the case of call-outs, the contractor's applicable fuel shall be as per the Department of Transport fuel rates which are capped at 2 litre engine capacity. The service provider shall provide proof of engine swept volume for the department to effect payment.

The Contractor will be reimbursed for any travelling and transportation of employees or provision of normal tools, etc. required for carrying out the agreed scope of work as per the latest departmental fuel rates for repair works.

Travel and Transport

The labour rates will remain firm for the twelve (12) months of the contract period.

The standard applicable labour rates are included in the line items the contractor quotes for. The labour rates will only apply during repairs. These labour rates are taken to cover all of the service provider's supervision, administration and overhead costs, printing of standard service schedules, consumables, insurance, sundries and preliminaries and profit.

Labour

APPLICABLE RATES

16.

18. BILL OF QUANTITY (BOQ)

DESCRIPTION

Labour:

Supply the services of a reputable, competent and accredited Service Provider for carrying out preventative and reactive/correction maintenance including all Health and Safety compliance.

	Qty	Unit Price	Total Cost (Excluding VAT)
<p>Preventative Maintenance</p>			
<p>18.1 UMGungundlovu Health Head Office buildings - Conduct a condition once-off assessment of the plumbing system and provide a report highlighting the status quo, interventions required, etc. (The cost includes time to be spent on site, travelling, producing report) for (Natalia building, SCM, Orthopaedics, Hast unit, Iris Marwick, Town hill Office Park and CPS)</p>	7		
<p>18.2 UMGungundlovu Health Head Office buildings :Quarterly services and inspection scope of work</p> <ul style="list-style-type: none"> • Perform every first month quarterly inspections to check, record and remedy the condition of the gutters, water down pipes, all drains, all taps, all toilets, etc on the plumbing system at (Natalia, SCM, Orthopaedics, Iris Marwick, Town hill Office Park and CPS). Note: Exclude painting of gutters and sewer line • Opening and cleaning all water storm drains, sewer manholes and sewer line • Cleaning and servicing of all hand wash basin, toilets and urinal waste traps in all the buildings (put chemical or blow out) • Ensure that are no leaking water tap (cold/hot) in and out of the buildings. • Ensure that main water meter is functional all the time (where applicable) 	4		
<p>18.3 Jetting of Sewer-line from the all building to the main line at (Natalia building, SCM, Orthopaedics, Hast unit, Iris Marwick, Town hill Office Park and CPS)— Once off</p>	7		
<p>18.4 Submission of safety file document</p>	Item		
<p>18.5 Provisional amount for callouts and repairs, factoring in, not limited to, material, travelling, mark-ups, overheads, etc.</p>	Amount	300 000	
<p>Sub – Total amount</p>			

DESCRIPTION

Labour:

Supply the services of a reputable, competent and accredited Service Provider for carrying out preventative and reactive/correction maintenance including all Health and Safety compliance.

VAT (Only if VAT vendor)

Grand Total Amount

19. TENDER EVALUATION CRITERIA AND SCORING

The Bidders needs to score a minimum of 75 points functionality and quality criteria to be considered for this quotation:

Evaluation Criteria	Deliverables	Points		Sub-Points		Sub-Points Scoring	
		Points	Sub-Points	Sub-Criteria	Sub-Points	Sub-Points	Sub-Points
Financial Standing	The submission of all financial requirements stipulated in the tender	30	15	Stamped letter from the bank confirming availability of working capital	15	Proof of available credit limit equal to or greater than R30 000.00 in the form of a stamped letter from the registered and approved financial services providers.	
					15	Proof of working capital less than R30 000 or no Submission.	
Availability of vehicle	Submission of proof of vehicle ownership or vehicle financier letter	10	10	Proof of ownership of car or vehicle financier or proof of readily available transport.	10	Submission of vehicle ownership document or letter for the financial institution financing the vehicle	
					0	no or irrelevant submission, does not meet requirement	
					30	Supervisor/Artisan has Plumbing Trade Test certificate plus more than 3 years proven experience in Plumbing maintenance and repairs. Plumbing Trade Test Certificate as well as detailed CV to be attached.	
Tenderer to demonstrate their technical competency, human resource capacity and relevant project experience		30	30	Detailed schedule of resources at all levels. Please note that per key technical role; only one resource per role will be scored.	15	Supervisor/Artisan has Plumbing Trade Test certificate but less than 3 years proven experience in Plumbing maintenance and repairs. Plumbing Trade Test Certificate as well as detailed CV to be attached.	
					15		

Evaluation Criteria	Deliverables	Points	Sub-Points	Sub-Criteria	Sub-Points Scoring
Tenderer's Project Management Structure, Experience of Resources Proposed for the Project and CIBB requirements.	A tenderer that submits a detailed project organogram that sets out the roles and responsibilities of each proposed team member, which is backed up by their curriculum vitae that demonstrate extensive experience, together with a project implementation structure shall be allocated maximum sub-points. In all other instances zero (0) sub-points shall be allocated.	20	20	Organizational Experience on plumbing services (Maintenance and repairs)	<p>10</p> <p>The Contractor/organization has over 1 year but less than 3 years' experience on Plumbing Services (Maintenance and Repairs) with proven references. List of completed references(CV, Organogram, 2xOrders with their completion certificates)</p>
					<p>20</p> <p>Points</p>
Safety	Submission of the tenderer's Safety Policy or equivalent, demonstrating 1. Safe working procedures/ processes (dealing with sewerage and water systems under pressure), 2. controls and guidelines that will give confidence to the Department that safety will be prioritised 3. Incidents will be reported and investigated as per OHS Act and Regulations.	10	10	Submission of the tenderer's Safety Policy of equivalent, demonstrating safe working procedures, processes, controls and guidelines that will give confidence to the Department that safety will be prioritised, risk assessments, tools and site inspections will be conducted. First Aid kit will be provided, Safety Officer will be made available (or at least a foreman will act as a Safety custodian). Incidents will be reported and	<p>10</p> <p>Submission of the tenderer's Safety Policy or equivalent, demonstrating full coverage of all 3 (or more) safety aspects as per the list on the deliverables.</p>

Evaluation Criteria	Deliverables	Points		Sub-Points		Sub-Criteria	Sub-Points Scoring	
						investigated as per Osh Act and Regulations.	0	No submission covering safety aspects as per the list on the deliverables.