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### KZN Health Intranet

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KZN Health > Components > Supply Chain Management

AdvertQuote



### Quotation Advert

Opening Date: 2022-10-25

Closing Date: 2022-10-31

Closing Time: 11:00

#### INSTITUTION DETAILS

Institution Name: Gamalakhe CHC

Province: KwaZulu-Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required: Gciliima Clinic

Date Submitted: 2022-10-24

#### ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ: GAM171/2223

Item Category: Services

Item Description: SERVICING OF UPS AT GCILIMA CLINIC

Quantity (if supplies):

#### COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Not Applicable

Date:

Time:

Venue:

QUOTES CAN BE COLLECTED FROM: WEBSITE

QUOTES SHOULD BE DELIVERED TO: OFF RAY NKONYENI CORNER MICHEAL NSIMBI & REV SITHOLE ROAD

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

Name: P NGUBO

Email: philani.ngubo@kznhealth.gov.za

Contact Number: 0393181113

Finance Manager Name: Mrs. BP Mthembu

Finance Manager Signature:

No late quotes will be considered



DESCRIPTION: SERVICING OF UPS FOR GCILIMA CLINIC

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.	1 UNIT	SERVICING OF UPS FOR GCILIMA CLINIC				
		CIDB GRADING: EB/EP				
		AS PER ATTACHED SPECIFICATION				
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

Enquiries regarding the <u>quote</u> may be directed to: Contact Person: P.NGUBO Tel.: E-Mail Address: phifani.ngubo@kznhealth.gov.za	Enquiries regarding <u>technical information</u> may be directed to: Contact Person: TB Dube Tel. 0393181113
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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 interest<sup>1</sup> 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<sup>2</sup> 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**

<sup>1</sup> 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.  
<sup>2</sup> 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 fulfil their obligation.

**5. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS**

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

**6. SAMPLES**

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

**7. COMPULSORY SITE INSPECTION / BRIEFING SESSION**

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

- (i) The institution has determined that a compulsory site meeting  take place
- (ii) Date  /  /  Time  Place

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

**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:

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

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

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

**2. DEFINITIONS**

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



**3. POINTS AWARDED FOR PRICE**

**3.1 THE 80/20 PREFERENCE POINT SYSTEMS**

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

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

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

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

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

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

**5. BID DECLARATION**

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

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

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

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

**7. SUB-CONTRACTING**  
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>
-----------------------------------------------------------------------------------------------------------------



**Enquires:**

**Reference: ZNQ:**

**Date:**

**MINUTES OF SITE MEETING HELD ON:**

**Date:**

**Venue:**

**1. Matter Discussed:**

- 1.1. Signing of attendance register and site inspection briefing certificate.
- 1.2. Handing out of quotation documents.
- 1.3. Completion of quotation documents.
  - 1.3.1. SBD 4
  - 1.3.2. SBD 6.1
  - 1.3.3. Form 9
  - 1.3.4. Bill of Quantities
- 1.4. Submission of required information.
  - 1.4.1. Documents as per page 3 of the specification.
- 1.5. Site visit and deliberations on specifications and requirements.
- 1.6. Bidders are compelled to re-visit the site for one-on-one clarification of measurements and requirements. Post Site Inspection Briefing certificate to be signed on day of re-visit.
- 1.7. No part payments will be made and any stage of the project.
- 1.8. No payment will be made for incomplete or poor quality of work.
- 1.9. Material list page to be completed for all quotation documents. Failure to attach signed and completed document will render the quotation as not valid.
- 1.10. Past poor performance of contractors.
  - 1.10.1. Contractors that have performed poorly in the past will not be considered.
  - 1.10.2. Contractors that have not completed previous projects fully will not be considered.
  - 1.10.3. Contractors will be referred to National Treasury as a defaulter to be listed on the Database of Restricted Suppliers.**

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

**2. General matters during site visit:**

2.1. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2.2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2.3. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2.4. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2.5. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2.6. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2.7. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2.8. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2.9. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2.10. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**CERTIFICATE OF BIDDERS ATTENDANCE AT COMPULSORY  
 SITE INSPECTION BRIEFING MEETING**

**GAMALAKHE CHC**

QUOTATION NO.	DESCRIPTION	SITE INSPECTION DATE
ZNQ	Gcilima Clinic-Service UPS	

This is to certify that I \_\_\_\_\_

A representative of (Bidder) \_\_\_\_\_

of Address: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

Telephone No: \_\_\_\_\_

Telefax No.: \_\_\_\_\_

Attended the Pre-Bid Site Briefing Meeting on (date) \_\_\_\_\_

And at the following venue (mark in appropriate block):

Gcilima Clinic

**BIDDERS REPRESENTATIVE** \_\_\_\_\_

**DEPARTMENT REPRESENTATIVE** \_\_\_\_\_

**DEPARTMENTAL STAMP:**



ENQUIRIES:

REF:

CLOSING DATE:

CONTRACTOR: \_\_\_\_\_

1. On behalf of the KwaZulu-Natal Department of Health, we hereby invite you to quote for the above service
2. Your quotation must be submitted to the following address:

HAND DELIVERED

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In a sealed envelope, the front of the envelope being clearly endorsed with the Quotation Number ZNQ \_\_\_\_\_ and the service type as stated above, not later than 11h00 on

3. The quotation shall be fully detailed as follows:
  - 3.1 Itemised list of additional Material/Spare parts required by the Contractor, showing costs and contracts mark-up.
  - 3.2 Labour hours, rate and total travelling costs.
  - 3.3 Kilometres, Rate and Total Travelling Cost (specify number of trips).
  - 3.4 Subsistence: Number of Days, Rate and Total Subsistence Costs.
4. Kindly complete the attached document and return all pages as per paragraph two above, each page being initialled by the Contractor's authorized signatory.
5. The Contractor's attention is drawn to the following, which under no circumstances will be acceptable and will result in the automatic disqualification of the quotation.
  - 5.1 Use of correcting fluid i.e. Tippex on the quotation documents.
  - 5.2 Faxed quotations
  - 5.3 Photocopies of quotations
  - 5.4 Incomplete quotation document including Bill of Quantities.
6. Only the original document, duly signed and completed in its entirety will be given any consideration.
7. Bidder to sign and date every page in acknowledgment that he/she has read and understood all the requirements contained in this document. Failure to do so will render your offer as non-responsive.

**DOCUMENTATION TO BE SUBMITTED**

No.	Document Details	Doc. Type	Submitted	
			Yes	No
1.	Tax Clearance Certificate	Original		
2.	CIDB Registration <b>EB/EP</b>	Certified Copy of Original		
3.	Company Registration Documents (CK)	Certified Copy of Original		
4.	B-BBEE Status Verification Certificate	Certified Copy of Original		
5.	Fully Completed and Signed Quotation Document	Original		
6.	SBD 4 Document Declaration Of Interest (Fully completed and signed)	Original		
7.	Bill of Quantities (fully priced for each item as listed)	Original		
8.	CSD	Certified Copy of Original		
9.	Registration with Department of Labour Letter of Good Standing.	Certified Copy of Original		

**PLEASE NOTE: FAILURE TO SUBMIT ANY OF THE DOCUMENTS AS REQUIRED IN THE TABLE ABOVE WILL RESULT IN THE OFFER BEING REGARDED AS NON-RESPONSIVE.**

**A COVERING LETTER REFERRING TO THE DOCUMENT WHERE A SET OF THESE DOCUMENTS HAVE BEEN ATTACHED MUST BE ATTACHED TO EVERY OTHER QUOTATION DOCUMENT.**

1. **NOTES TO BIDDERS**

1.1 **GENERAL CONDITIONS AND PROCEDURES FOR PROCUREMENT**

The KwaZulu-Natal Treasury's General Conditions and Procedures for Procurement (ZNT 6 – September 2002), copies of which are available from the offices of the Head: Works (as well as at <http://www.kzntreasury.gov.za>), will apply.

1.2 **VISIT TO SITE**

Bidders are advised to visit the site before quoting in order to satisfy themselves as to the nature and full extent of the work to be done and the conditions generally affecting the execution of the contract. Claims on the grounds of lack of knowledge in such respects or otherwise will not be entertained.

1.3 **SUPERVISION**

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 workers shall be employed at all times to ensure satisfactory progress of the work.

1.4 **PROTECTING AND MAKING GOOD**

The contractor shall allow for covering up and protecting, as necessary, from time to time, throughout the performance of the contract, all work liable to suffer damage and on completion clear away and make good any damage caused to the works by his negligence and shall be liable for all costs incurred in making good any such damage, to the satisfaction of the Head: Works.

The contractor shall allow for making good in all surrounding trades, which have been disturbed during alterations, repairs and renovations.

1.5 **RECLAIMABLE MATERIAL**

Reclaimable material will become the property of the contractor and who must allow for any credit in the quotation.

1.6 **COMPLIANCE**

All work must comply with the Local Authority regulations and National Building Regulations, as well as SABS specifications applicable to the work to be executed.

1.7 **LEAVE PERFECT**

The contractor shall at all times keep the site in a clean and tidy condition and on completion, remove all superfluous materials, debris, etc. and leave the premises in a thoroughly clean and perfect state, fit for occupation.

1.8 **ARRANGEMENT WITH OCCUPANTS**

The contractor shall arrange with the occupants of the buildings for access to the site/building to render the service and put the work in hand within twenty four (24) hours after being notified, telephonically or otherwise, of acceptance of the contractor's quotation.

1.9 **PRECAUTIONS TO PROTECT**

The contractor shall take all necessary precautions and steps to protect furniture and fittings in the building and on the site against damage and/or contamination.

1.10 **INDEMNITIES**

(a) The contractor shall indemnify the Head: Works against any claims of whatever nature arising from the contractor's activities and accept responsibility for all damage caused to property and persons as a result of such activities.

(b) The contractor shall indemnify his workers in terms of the Compensation for Occupational Injuries and Diseases Act.



**1.11 OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993**

By the submission of a quotation, any Tenderer will, if awarded the contract to which this quotation document relates, be deemed to be a mandatory as envisaged by Section 37(2) of the Act. As a mandatory the successful Tenderer will be deemed to be an employer in his/her/their own right with duties as prescribed in the Act and accordingly will be deemed to have agreed to be solely responsible for ensuring that in connection with the project to which this quotation document relates, all work will be performed and machinery and plant used in accordance with the Act. Should the successful Tenderer, for whatever reason be unable to perform as required by the Act, the successful Tenderer undertakes to inform the Employer accordingly.

**1.12 ESCALATION**

Bidders are advised that the contract with the successful tenderer will not be subject to the Contract Price Adjustment Provisions (CPAP) or any other escalation formula, and they are therefore to allow for any increases in the costs of labor, material, transport, etc. However, any statutory increase or decrease in Value-Added Tax will be for the account of the Province.

**1.13 GUARANTEE**

The successful tenderer shall guarantee that no faulty material or workmanship was used in the execution of services. Should the guarantee not be complied with, the State may, without prejudice to any other rights it may have, demand that the services be repaired without cost to the State.

**1.14 PENALTIES**

If the contractor fails to render the service within the period stipulated in the contract, the State shall have the right, in its sole discretion either to deduct as a penalty from the value of the contract sum an amount of one-fourteenth percent thereof per calendar day for the period of delay or to claim any damages or loss suffered in lieu of such penalty: provided that where beneficial use of the completed portion is enjoyed, penalty shall be applied to the value of the outstanding portion only.

**1.15 ALTERATIONS TO QUOTATION DOCUMENTS**

Any amendment or correction in the quotation document of a quoted amount/sum/rate or other entry must be effected only by deleting the incorrect entry and writing the correct amount/sum/rate entry just above it in INK. Each and every amendment/correction must be initialed by the signatory to the quotation.

The use of "TIPPEX" or any other similar substances to make corrections and/or alterations ANYWHERE in the quotation is NOT permitted and any quotation altered/amended in such a manner may be declared invalid or be disregarded.

**1.16 REGISTRATION ON THE PROVINCIAL SUPPLIERS DATABASE**

1. In terms of the KwaZulu-Natal Procurement Regulations promulgated in terms of Section 47 of the KwaZulu-Natal Procurement Act, all suppliers of goods and services to the Province of KwaZulu-Natal are required to register on the Provincial Suppliers Database.

2. If you wish to apply for registration, forms may be downloaded from the website, <http://www.kzntreasury.gov.za> or obtained by phoning the toll free number 0800 201 049. This number is also available for general enquiries relating to Provincial procurement.

3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Province may, without prejudice to any other legal rights or remedies it may have:

- 3.1 de-register the supplier from the Database,
- 3.2 cancel a tender or a contract awarded to such supplier,

and the supplier would become liable for any damages if a less favorable quotation is accepted or less favorable arrangements are made.

4. The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Provincial Suppliers Database, relating to changed circumstances.

**1.17 VALIDITY**

This quotation shall be valid for a period of sixty (60) calendar days calculated from the closing time specified.

**1.18 CONTRACT PERIOD**

The work shall be completed within **fourteen days (14)** from the date of the official order/letter of acceptance.

**1.19 PROPRIETARY MATERIALS**

Where the term "or other approved" is used in connection with proprietary materials or articles it is to be understood that approval shall at the sole discretion of the Head: Works.

Where brand or trade names are referred to in the extent of work/specification these shall indicate the quality and type of material or fitting required and no substitution of materials so specified will be permitted unless the authority of the Head: Works has been obtained *before tenders close*.

In all cases where the contractor takes delivery of, handles, stores, uses, applies and/or fixes any proprietary product he shall do so in strict accordance with the manufacturer's instructions after consultation with the manufacturer or his duly authorized representative.

**1.20 DEFINITION OF APPROVED, ETC.**

The term "approved" or "specified" where used in these extent of work/specifications shall mean approved or specified by the Head: Works. This term shall apply equally to the Head: Health.



## **HEALTH AND SAFETY SPECIFICATION**

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### **OCCUPATIONAL HEALTH AND SAFETY ACT 85 OF 1993**

#### **EXTRACT FROM THE CONSTRUCTION REGULATIONS**

1. **Scope:** This specification details the health and safety requirement with the Works.
2. **Interpretations :** Construction work is defined as: any work in connection with: -
  - a) The erection, maintenance, alteration, repair, demolition or dismantling of or addition to a building or any similar structure;
  - b) The installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling; or
  - c) The moving of earth, clearing of land, the making of an excavation, piling or any similar type of work.
3. **General:** The Employer will take reasonable steps to ensure that the contractor's health and safety plan is implemented and maintained. The steps taken will include periodic audits at intervals of at least once every month.

#### **Should the Contractor at any stage in the execution of the work-**

- a) Fail to implement or maintain contractors' health and safety plan;
- b) Execute construction work which is not in accordance with contractors' health and safety plan; or
- c) Act in any way which may poses a threat to the health and safety of any person/s, **the Employer or employers' representative/agent will stop the Contractor from executing construction work.**

#### **4. General Requirements**

4.1. **First Aid Equipment:** The Contractor shall provide for its employees an approved first aid box. The first aid box to be checked weekly by a responsible person, who shall be appointed by the Contractor.

#### 4.2. **Reporting of incidents and /or injuries:**

4.2.1. All incidents in respect of damage to Works, property or machinery or injury to persons, shall be reported by the Contractors Safety Officer or Site Representative to the Representative/agent by the quickest means possible.

- 4.2.2. A mandatory incident report form, containing full details of the incident, shall be completed and submitted to the representative/agent within (24) hours of the occurrence of the incident.
- 4.2.3. The representative/agent shall have the right to make all or any enquiries as to the cause and result of any such incident. The Contractor shall provide the representative/agent with full facilities for carrying out such enquiries.
- 4.3. **Danger Areas:** All danger areas shall be demarcated by the Contractor with appropriate tape and hazard notices to prevent unauthorized person/s entering the danger area.
- 4.4. **Hazard Notices:** The Contractor shall display hazard notices in all areas identified in the risk assessment as potentially hazardous.
- 4.5. **Personal Protective Clothing:** The Contractor shall provide the necessary personal protective clothing for his employees in hazardous areas, appropriate to the nature of the hazard identified in the risk assessment.
- a) **Hard Hats:**  
All employees of the Contractor shall wear hard hats in areas where appropriate hazard notices are displayed. Hard hats shall not be painted or otherwise defaced.
- b) **Eye Protection:**  
Suitable eye protection shall be worn in areas where appropriate hazard notices are displayed, or when grinding, chipping, breaking, drilling, arc welding, cutting with oxyacetylene equipment of similar activities are taking place.
- c) **Hearing Protection:**  
Suitable hearing protection shall be worn in areas where appropriate hazard notices are placed.
- d) **Foot Wear:**  
All employees of the Contractor shall wear undamaged, laced-up safety boots or safety shoes, suitable for the intended purpose, in prescribed areas where appropriate hazard notices are displayed.
- e) **Gloves:**  
All employees of the Contractors shall wear suitable gloves in all areas where appropriate hazard notices are displayed or when handling hot or hazardous materials or chemicals.
- 4.6. **Machine Guarding:** All power tools and machinery driven by belts, gears, ropes, chains, couplings and similar drives shall be adequately guarded. The Contractor shall prohibit the use of any equipment with a damaged, missing or inadequate guard.

**4.7. Ladders:**

4.7.1. Every ladder shall be:

- Of good construction, sound material and adequate strength and suitable to the purpose for which it is used (e.g. electricians shall use suitable insulated ladders),
- Fitted with non-skid devices at the bottom of the stiles or with hooks or similar devices at the tops of the stiles.

4.7.2. Except for extension ladders, no ladder shall be used which is longer than 4,5m and no ladder shall have its reach extended by tying together two or more ladders.

4.7.3. All ladders shall be inspected weekly and a log shall be kept of the inspections.

**4.8. Scaffold Framework:**

4.8.1. Scaffold standards shall be firmly supported and secured against displacement and shall be kept vertical.

4.8.2. No Contractor shall use, or cause to be used, any scaffold unless it is inspected by a competent person at least once a week and after inclement weather.

**4.9. Prevention of Uncontrolled Collapse:** The Contractor shall ensure that no structure or part of a structure is loaded in a manner that would render it unsafe.

**4.10. Electrical Equipment and Procedures Used by the Contractor:**

4.10.1. All electrical equipment to be inspected regularly by a qualified electrician, who shall be appointed by the Contractor and inspections to be logged.

4.10.2. The Contractor shall ensure that all his electrical equipment conforms to the operational and safety requirements.

4.10.3. All earth leakage units shall be tested at intervals of not more than one month and signed for by a qualified electrician.

**4.11. Indemnity of the Employer and his agents:** The annexure to this Contract Document contain a "Mandatory Form of Authority and Agreement in terms of Section 37 (2) of the Occupational Health and Safety Act, No, 85 of 1993 which agreement shall be entered into and duly signed by both the Employer and Contractor prior to the commencement with work. A copy of the signed agreement shall be included in the Contractors health and safety plan.

**4.12. Minimum Requirements of a Safety File**

1. Health & Safety specifications.
2. Baseline risk assessment
3. Task based Risk Assessment
4. Approved SHE plan

5. Letter of good standing
6. Contractors OHS Policy
7. Agreements as contemplated in Section 37(2) of the OHS Act
8. Notification of construction work
9. Construction work permit (where required)
10. Contractor organogram
11. Site specific emergency plan
12. Site specific emergency numbers
13. All Legal appointments applicable to the project
14. Safe work procedures
15. Certificates of electrical installations
16. Fall protection plan where applicable
17. Scaffold inspection records
18. Drawings and designs
19. All applicable letters of appointments and CV's thereof
20. List of contractor employees on site
21. List of appointed contractors on site
22. Equipment list
23. Inspection schedule and copies of inspection reports
24. Evacuation plans and emergency contact details
25. Training records
26. Toolbox talks register
27. Medical certificates of fitness
28. Incident management procedures
29. MSDS register & Documents
30. PPE Issuing records
31. Proof of communication of all relevant OHS documents
32. Up to date version of the OHS Act & Regulations

NB: this list is not exhaustive; the contractor must ensure compliance with ALL OHS file requirements as contemplated in CR 7(b)



## **TECHNICAL SPECIFICATION**

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### **1. GENERAL**

- 1.1. This TECHNICAL SPECIFICATION shall be read in conjunction with all other sections of the SPECIFICATION, including the National Building Regulations SABS 0400 of 1990 as amended and the Occupational Health and Safety Act and Regulations, 85 of 1993.
- 1.2. Cognisance shall be taken of the clauses relevant to this particular installation, whether any specific clauses are referred to or not.

### **2. SCOPE**

- 2.1. The work to be carried out under this contract includes the supply, delivery, installation, connecting, testing and leaving in good service condition to the satisfaction of the Head of Department or his or her designee, the building maintenance, renovations, repairs and minor new works to KwaZulu-Natal Health Institutions as specified by the Head of Department or his or her designee.
- 2.2. Work to be done as per drawing.
- 2.3. Material as specified below.
- 2.4. Work to be done according to Standard preambles of Trade of the Department of Health.
- 2.5. No jack hammers to be used unless cleared by Maintenance Manager.
- 2.6. If unsure please contact Maintenance Manager before commencing with the work.
- 2.7. No cutting off cables (electrical or network) if not cleared by Maintenance Manager. Contractor will be responsible if any cables are cut without permission.

### **3. REFERENCES**

- 3.1. Where references have been made to specific brand names, these are read as "**OR OTHER APPROVED BY DEPARTMENT OF HEALTH, FACILITIES MANAGEMENT.**"

### **STRUCTURAL SPECIFICATION:**

The Department of Health Standard Preamble to All Trades (Rev. 3 January 2009) applies throughout and must be read in conjunction with this document.



## **SCOPE OF WORK**

**1. GENERAL**

1.1. Service UPS at Gcilima Clinic

**2. SCOPE OF WORK**

- a. The work to be carried out in terms of this section of the project comprises the supply and installation of all the materials necessary, as per the Bill of Quantities and Drawings.
- b. All work must be checked and approved by the Chief Works Inspector.
- c. All workmanship will be done fully in accordance of the Occupational Health and Safety Act 85/1993, as amended.
- d. All work to be carried out as per Department of Health - Standard Preambles to all trades, Rev 3- January 2009.
- e. Contractors are advised to visit the site to acquaint themselves fully with the nature and full extent of the work involved. Claims on the grounds of insufficient information will not be entertained.
- f. Site to be cleared daily of building rubble and work area kept clean at all times.

**PLEASE NOTE THAT THIS CONTRACT PERIOD IS FOR TWO (2) WEEKS.  
CONTRACTOR IS TO ENSURE THAT THEY HAVE STAFF IN PLACE TO COMPLETE  
THIS CONTRACT WITHIN THE STATED PERIOD.**

Time required for completion of this contract as specified from receipt of official order: -

Lead Time:     One (1) Week  
 Site Time:     One (1) Week  
 Total Time:    Two (2) Weeks

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Name of Contractors

\_\_\_\_\_  
Contractor Name in block letters

\_\_\_\_\_  
Date

**Contractors Stamp**



**BILLS OF QUANTITIES  
GCILIMA CLINIC-UPS SERVICE**

**Notes to Bidders:** All items to be priced fully inclusive of all charges, e.g. labour, scaffolding, materials,

Item	Description	Unit	Qty	Rate	Total
1	Check condition of batteries.	Item			
2	Check all terminals and connections.	Item			
3	Check mains input voltage	Item			
4	Check all pilot lights	Item			
5	Check inverter fuses	Item			
6	Check inverter drive board	Item			
7	Check battery cable kits	Item			
8	Perform pre-test, adjustments and calibration	Item			
9	Check UPS distribution board	Item			
10	Clean system	Item			
11	Service report	Item			
	<b>REFER TO STANDARD PREAMBLES</b>	Item			
<b>Total amount carried over to the Quotation Form</b>					

# CONTRACTORS STAFF AND SUPPLIERS INFORMATION

## FORM

### Supplier information

<u>Company name</u>	<u>Contact person</u>	<u>Telephone No.</u>	<u>Supplier of</u>

### Sup contractor information

<u>Company name</u>	<u>Contact person</u>	<u>Telephone No.</u>	<u>Sub contract for</u>	<u>Name of responsible person on site</u>

### Contractor staff information as per registration with Department of Labour

<u>Name</u>	<u>ID Number</u>	<u>Salary number</u>	<u>Rank</u>	<u>Qualification</u>