



Quotation Advert

Opening Date: 22/02/2023
Closing Date: 01/03/2023
Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: St Francis Hospital
Province: KwaZulu-Natal
Department of entity: Department of Health
Division or section: Supply Chain Management
**Place where goods/
service is required:** St Francis Hospital
Date Submitted: 21/02/2023

ITEM CATEGORY AND DETAILS

Quotation number: ZNQ: STF100/2022/23
Item Category: Services
Item Description: Renovations of guard house
Quantity (if supplies): Click here to enter text.

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Both
Date: 27/02/2023
Time: 10h00
Venue: St Francis Dinning hall

QUOTES CAN BE COLLECTED FROM: please print (No documents will be available on briefing)

QUOTES SHOULD BE DELIVERED TO: St Francis Hospital, tender box is situated at the main gate

ENQUIRIES REGARDING ADVERT MAY BE DIRECTED TO:

Name: Miss S.C Gumede
Email: None **Contact number:** 035 8730 203

Finance Manager Name: Miss M.P Sithole **Finance Manager Signature** 

OFFICIAL PRICE PAGE FOR QUOTATIONS OVER R2 000.01

QUOTE NUMBER: ZNQ / STF / 100 / 2022 / 23

DESCRIPTION: RENOVATIONS

PREFERENCE POINTS WILL BE ALLOCATED ACCORDING TO THE IMPLEMENTATION OF SPECIFIC GOALS IN TERMS OF PPR 2022:	POINTS ALLOCATED
Race – Full/partial/ combination of points may be allocated to companies at least 51% Owned by Black People	20

ICN NUMBER	QUANTITY	UNIT OF MEASURE	DESCRIPTION	BRAND & MODEL	COUNTRY OF MANUFACTURE	PRICE	
						R	C
N/A	Once-off		Guard house renovations				
			CIDB rating required (CIDB rating GB level 1)				
			(Scope of work attached)				
			NB: we are experiencing network problem- due to load shedding , therefore please - hand deliver the document or use courier. (Faxing or Emailing at your own risk)				
VALUE ADDED TAX @ 15% (Only if VAT Vendor)							
TOTAL QUOTATION PRICE (VALIDITY PERIOD 60 Days)							

DOES THIS OFFER COMPLY WITH THE SPECIFICATION? YES / NO
 IS THE PRICE FIRM? YES / NO
 DOES THE ARTICLE CONFORM TO THE S.A.N.S. / S.A.B.S. SPECIFICATION? YES / NO

STATE DELIVERY PERIOD (E.G. 3 DAYS, 1 WEEK) _____

NAME OF BIDDER: _____ SIGNATURE OF BIDDER: _____
 [By signing this document, I hereby agree to all terms and conditions]

CAPACITY UNDER WHICH THIS QUOTE IS SIGNED: _____ DATE: _____

BIDDER'S DISCLOSURE

1 PURPOSE OF THE FORM

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

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

2 BIDDER'S DECLARATION

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

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

FULL NAME	IDENTITY NUMBER	NAME OF STATE INSTITUTION

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

2.2.1. If so, furnish particulars: _____

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

2.3.1. If so, furnish particulars: _____

3 DECLARATION

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

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

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

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

NAME OF BIDDER	SIGNATURE	POSITION	DATE

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.
² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid/quotation documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

1 Definitions

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. "GCC" means the General Conditions of Contract.
- 1.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. "Project site," where applicable, means the place indicated in bidding documents.
- 1.21. "Purchaser" means the organization purchasing the goods.
- 1.22. "Republic" means the Republic of South Africa.
- 1.23. "SCC" means the Special Conditions of Contract.
- 1.24. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2 Application

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3 General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4 Standards

- 4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5 Use of contract documents and information; inspection.

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6 Patent rights

- 6.1. The supplier shall indemnify 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.

7 Performance security

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
(b) a cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8 Inspections, tests and analyses

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9 Packing

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10 Delivery and documents

- 10.1. Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2. Documents to be submitted by the supplier are specified in SCC.

11 Insurance

- 11.1. The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12 Transportation

- 12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13 Incidental services

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14 Spare parts

- As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- 14.1.
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15 Warranty

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16 Payment

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

17 Prices

- 17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18 Contract amendments

- 18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19 Assignment

- 19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20 Subcontracts

- 20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21 Delays in the supplier's performance

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

- 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22 Penalties**
- 22.1. Subject to GCC Clause 25, 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. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23 Termination for default**
- 23.1. 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:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. 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. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. 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.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
- 24 Anti-dumping and countervailing duties and rights**
- 24.1. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
- 25 Force Majeure**
- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26 Termination for Insolvency**
- 26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27 Settlement of Disputes**
- 27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.



- 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5. Notwithstanding any reference to mediation and/or court proceedings herein,
(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.
- 28 Limitation of liability**
- 28.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29 Governing language**
- 29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30 Applicable law**
- 30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31 Notices**
- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32 Taxes and duties**
- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33 National Industrial Participation (NIP) Programme**
- 33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices**
- 34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

SPECIAL CONDITIONS OF CONTRACT

1. **AMENDMENT OF CONTRACT**
 - 1.1. Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties.
2. **CHANGE OF ADDRESS**
 - 2.1. Bidders must advise the Department of Health (institution where the offer was submitted) should their address (domicilium citandi et executandi) details change from the time of bidding to the expiry of the contract.
3. **GENERAL CONDITIONS ATTACHED TO THIS QUOTATION**
 - 3.1. The Department is under no obligation to accept the lowest or any quote.
 - 3.2. The Department reserves the right to communicate in writing with vendors in cases where information is incomplete or where there are obscurities regarding technical aspects of the offer, to obtain confirmation of prices or preference claims in cases where it is evident that a typing, written, transfer or unit error has been made, to investigate the vendor's standing and ability to complete the supply/service satisfactorily.
 - 3.3. **ALL DECISIONS TAKEN BY THE DEPARTMENT ARE FINAL, INCLUDING THE AWARD OR CANCELLATION OF THIS QUOTATION.**
 - 3.4. The price quoted must include VAT (if VAT vendor).
 - 3.5. Should a bidder become a VAT vendor after award or during the implementation of a contract, they may not request the VAT percentage from the Department as the service provider made an offer during the period they were not registered as a VAT vendor. The Department is only liable for any VAT from registered VAT vendors as originally stated on the quotation document.
 - 3.6. The bidder must ensure the correctness & validity of the quotation:
 - (i) that the price(s), rate(s) & preference quoted cover all for the work/item (s) & accept that any mistakes regarding the price (s) & calculations will be at the bidder's risk;
 - (ii) it is the responsibility of the bidder to confirm receipt of their quotation and to keep proof thereof.
 - 3.7. The bidder must accept full responsibility for the proper execution & fulfilment of all obligations conditions devolving on under this agreement, as the Principal (s) liable for the due fulfilment of this contract.
 - 3.8. This quotation will be evaluated based on the 80/20 points system, specification, correctness of information and/or functionality criteria. All required documentation must be completed in full and submitted.
 - 3.9. Offers must comply strictly with the specification.
 - 3.10. Only offers that meet or are greater than the specification will be considered.
 - 3.11. Late offers will not be considered.
 - 3.12. Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.
 - 3.13. Used/ second-hand products will not be accepted.
 - 3.14. A bidder not registered on the Central Suppliers Database or whose verification has failed will not be considered.
 - 3.15. All delivery costs must be included in the quoted price for delivery at the prescribed destination.
 - 3.16. Only firm prices will be accepted. Such prices must remain firm for the contract period. Non-firm prices (including rates of exchange variations) will not be considered.
 - 3.17. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
 - 3.18. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered.
 - 3.19. Verification will be conducted to identify if bidders have multiple companies and are cover-quoting for this bid.
 - 3.20. In such instances, the Department reserves the right to immediately disqualify such bidders as cover-quoting is an offence that represents both corruption and acquisition fraud.
4. **SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF THIS QUOTATION.**
 - 4.1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
 - 4.2. Under no circumstances whatsoever may the quotation/bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
 - 4.3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
 - 4.4. Quotations submitted must be complete in all respects. However, where it is identified that information in a bidder's response, which does not affect the preference points or price, is incomplete in any respect, the said supplier meets all specification requirements and scores the highest points in terms of preference points and price, the Department reserves the right to request the bidder to complete/ submit such information.
 - 4.5. Any alteration made by the bidder must be initialled; failure to do so may render the response invalid.
 - 4.6. Use of correcting fluid is prohibited and may render the response invalid.
 - 4.7. Quotations will be opened in public as soon as practicable after the closing time of quotation.
 - 4.8. Where practical, prices are made public at the time of opening quotations.
 - 4.9. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
 - 4.10. The Department is under no obligation to pay suppliers in part for work done if the supplier can no longer for 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.

5.6. 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.

- 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
- (i) testing will be for the account of the bidder.

7. COMPULSORY SITE INSPECTION / BRIEFING SESSION

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

- (i) The institution has determined that a compulsory site meeting Will take place.

(ii) Date: 27 / 02 / 2023 Time: 10:00 Place: Dinning Hall

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

12. PATENT RIGHTS

12.1. 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 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1. The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2. The applicable preference point system for this tender is the 80/20 preference point system.

1.3. Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4. The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals	100

1.5. Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

- (a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc}
 \text{80/20} & & \text{90/10} \\
 \text{Ps} = 80 \left(1 - \frac{\text{Pt} - \text{Pmin}}{\text{Pmin}} \right) & \text{OR} & \text{Ps} = 90 \left(1 - \frac{\text{Pt} - \text{Pmin}}{\text{Pmin}} \right)
 \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc}
 \text{80/20} & & \text{90/10} \\
 \text{Ps} = 80 \left(1 + \frac{\text{Pt} - \text{Pmax}}{\text{Pmax}} \right) & \text{OR} & \text{Ps} = 90 \left(1 + \frac{\text{Pt} - \text{Pmax}}{\text{Pmax}} \right)
 \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.

The specific goal/s allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system)
Race – Full/partial/ combination of points may be allocated to companies at least 51% Owned by Black People	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm: _____

4.4. Company registration number: _____

4.5. TYPE OF COMPANY/ FIRM (tick applicable box)

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

_____ SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME: _____
DATE: _____
ADDRESS: _____ _____ _____


KWAZULU-NATAL PROVINCE

 HEALTH
 REPUBLIC OF SOUTH AFRICA

**ST FRANCIS HOSPITAL
 SCOPE OF WORK FOR GUARD HOUSE RENOVATIONS**
PART 1
1. GENERAL
1.1 SCOPE OF WORK
THE CURRENT SCOPE OF WORK BELOW ENTAILS BOQ

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

1.1.1 WINDOWS AND BURGLAR PROOF

- a) Install Bronze foldable security gate slam and lock (lockable and leave keys to Security Officer) with frame to cover the length of 1200mm wide and 2400mm high (Confirm measurements and colour will be discussed with preferred bidder). Hospital Safety Officer, Security Officer and Maintenance Officer must accept installation. Frame must anchored as per manufacture's recommendation
- b) Replace steel window with 1mx1m bronze aluminium window with tinted windowpanes.
- c) Install bronze aluminium burglar proof with 100mm spaces apart, on the aluminium window.

1.1.2 PAINTING OF DOOR, WALLS AND CEILING

- a) Surface Preparations for painting (wash surfaces with low-suds detergent, rinse dry surfaces, gently remove peeling paint, fill all wall cracks and sand with 200-grit sand paper and wipe clean with dust remover cloth) before applying paint.
- b) Universal undercoats are to comply with SANS 681:1997 in all respects. Emulsion paints are to comply with the requirements of SANS 1586:1995 Grade 1. Eggshell enamels are to comply with the requirements of S.A.N.S 515: of 1972 in all respects
- c) Apply 1 coat primer and 2 coat Odorless interior door Semi-Gloss paint to match the existing colour.
- d) No paint shall be used past its maximum life span.
- e) For any particular paint work the priming coat and subsequent coats of paint are to be executed in accordance with manufacturer's instructions.
- f) Paint to be brought to the site in unopened containers and no adulteration will be permitted.
- g) Painting may be carried out by brush, roller as recommended by the manufacturer and to the approval of the Department.
- i) All paints, etc. are to be applied in strictly accordance with the manufacturer's instructions.

- i) Each coat of paint is to be adequately and permanently keyed onto the previous coat or surface shall be evenly distributed and continuous and shall dry to a smooth film, free from sags, runs or other imperfections.
- j) Each coat of paint is to be of a colour distinctive from previous or succeeding coats.
- k) The contractor should consider the BOQ below and confirm measurements.
- l) Painting of walls includes (doors & windows) and painting ceiling, to take place at:
 - i) Interior Walls:
Control Room including partition 105.5m² and Guard House including tuck shop 136m²
 - ii) Exterior Walls:
Control Room 32m² and Guard House including Tuck Shop 89m².
 - iii) Ceiling:
Control Room 19.5m², Guard House including tuck shop 37.8m²

1.1.3 ROOF

- a) Carefully remove corrugated iron roof sheeting (5.3mx5.8m) and remove dilapidated 50mm x 75mm wood structure (5.3mx5).
- b) Affix new 50mmx75mm treated timber structure in compliance with (SANS 1288, SANS 457-2/3) on the existing trusses / rafters with hurricane clips and ensure that rainwater free flow
- c) Prepare beam filling right round before installation of new roof sheets.
- d) Supply and install new Chromadek roof sheets with all accessories - original painted from the factory- terracotta in colour. NB: New roof to be enforced and guarantee of 2 years to be granted
- e) Apply roof water proof as per manufacture's recommendation; apply not less than 150mm high along the wall.
- f) Install 0.7mm Baked enamel aluminium downpipe (2.7m) including holder bats 76 x 64mm Rainwater pipe, Extra over 76 x 64mm rainwater pipe for bend, Extra over 76 x 64mm rainwater pipe for shoe.
- g) Install aluminium seamless gutter 5.3m
- h) Install Fascia Boards Fibre Cement Nutec (5800mm x 225mm x 10mm), and apply 1 coat primer and 2 white coat Odourless exterior Semi-Gloss paint.
- i) Install Barge Boards Fibre Cement Nutec (5300mmx225mm x 10mm), apply 1 coat primer and 2 white coat Odourless exterior Semi-Gloss paint.

1.1.4 ROOF REPAIRS

- a) Prepare roof, affix roof sheets' gaps, knockdown all nails and wash roof sheets before painting
- b) Apply two coats of roof paint similar to the existing colour 149m².

1.1.5 CEILING

- a) Remove damage ceiling 19.5m².
- b) Affix new 1200x2400x6.5mm gyproc rhino boards with cornices and neatly joined 19.5m².
- c) Paint ceiling and cornices, apply 2 coat of ceiling paint.

1.1.6 BUILT-IN CUPBOARDS

- d) Remove all worn out built-in cupboards.
- e) Install below built-in cupboards 16mm thick white melamine durable, scratch and faced moisture resistant V313 surface board, white 2mm edging. Supawood wrap doors spray painted matt white fitted with 156mm wide Hollow Stainless Steel Barrel Handles and soft closing hinges. 300mm Roller bearing drawers
- f) Affix built-in cupboards on the wall with adjustable round stainless steel stands 50mm diameter x ± 75mm high.
- g) Mount adjustable stainless steel stands 50mm diameter x 75mm high on the bases, 100mm from the edges base must have four stainless steel adjustable stands each.
- h) Seal gaps between the wall and cupboards.
- i) Confirm the following measurement of the existing built-in prior putting in quotation, no schematic

diagram, all measurements in mm:

- i) Guard room:
 - 1000 x 500 x 800mm fitted with wrap doors, black 1100 x 550 x 20mm granite polished (front & sides) and four adjustable stainless steel stands 50mm diameter x 75mm high.
- ii) Control Room:
 - 1200 x 500 x 800mm fitted with wrap doors, black 1300 x 550 x 20mm granite polished (front & sides) and four adjustable stainless steel stands 50mm diameter x 75mm high.

1.1.7 WALL TILING

- a) Wall tiles shall comply with SANS Specification 22 of selected grade, free from defects, blemishes and of uniform colour.
- b) Install wall 150x150mm white wall tiles to cover 2m² above all installed built-in cupboards.

1.1.8 DOOR

- a) Prepare wall to install aluminium doorframe.
- b) Install one bronze aluminium door frame firm on the wall (1100 x 2060mm) and seal around against wall mount bronze aluminium panel door on the doorframe with two hinges at the top and on at the bottom, door be correctly fitted with lockset.
- c) Wall smooth finish around aluminium door frame
- d) Install two interior semi-solid door 813x2032x40mm on the aluminium frame
- e) Paint all doors and doorframes except for aluminium door

1.1.9 PARTITIONING

- a) Install 12,5x1200x3000mm Plaster Board tapered edge dry wall partitioning, the base is to be sealed with sound insulation under the floor track for infection control with cavity batt insulation.
- b) All butt joints on plaster board to be covered with 50mm fiber tape and made good with quick dry skimming compound ready for painting.
- c) Finish to be painted with a good quality acrylic paint, 2 coats of white paint primer and semi-gloss. Recommend a fine stipple coat in an office environment in well-lit area's to avoid seeing skimming of junctions.
- d) Studding and tracks for partitioning to be galvanized steel and wall thickness to be 76mm finished product.
- e) All 90 degree open corners to be finished with 90 degree galvanized wall angle and made good with quick drying skimming compound.
- f) Partition should cover 3.9(L)x3(H)m and 2(L)x3(H)m.
- g) Install two aluminium doorframes to cover two 813x2032x40mm doors.
- h) Install skirting along dry wall partition.

1.1.10 FLOOR COVERINGS

- a) Prepare surface, remove the existing floor covering, floor evenness, wash clean and dry floors before applying floor bonding tile. It is recommended that a strict procedure relating to the Preparation of Sub Floors with Bitumen Residue.
- b) Floor coverings Samples to be pre-approved and lay in accordance with SANS Code of Practice 0107
- c) Lay 300 x 300 x 7mm full bodied Porcelain Floor Tiles, Anti-bacteria non-absorbent, high resistance to impact and mechanical wear and in compliance with UPEC specifications with 3mm joints. Colour to be uniform RN-Stag Grade 1. Correct setting out is critical and consideration should be given to the squareness of the area.
- d) All cementitious grouting of floor tiles to be finished flush pointed to tile edges.
- e) Lay 100 x 300x 7mm full bodied Porcelain tile skirting with 10mm round aluminum tile edge.

- f) Expansion joints should be filled with a suitable Sealant to prevent the ingress of dirt. It is bad flooring practice to lay flooring over such a joint. The flooring should stop at the edge of the joint and cover strips placed over the joint itself.
- g) After installation the flooring should be adequately protected, preventing damage caused by other trades working on the site.
- h) All tiled edges should be installed 10mm round aluminum tile edge, including doors.
- i) Flooring work to take place at: Control Room 19.5m², Guard House including tuck shop 37.8m².
- j) Install 100 x 300x 7mm full bodied Porcelain tile skirting, 3mm joints, grout to flush with tile edge and 10mm round metal tile edging on the tile skirting 8.2m²

1.1.11 INSTALLATION OF AIR CON SPECIFICATION

- a) Supply and install two mid-walls under ceiling 8000 Btu (Single Phase) Inverter with heating and cooling outdoor unit.
- b) Supply and mount 25 Amps breaker 1 phase on the DB and label.
- c) Units must be Eco-friendly R410A Gas.
- d) The units must have Smart Saver Technology.
- e) Insulated discharge and return lines wall mounted anchored every 500mm apart.
- f) Systems must have enough gas as per manufactured recommendation.
- g) Ensure that each system is leak free before putting insulation over.
- h) Run PVC drainpipe to gulley wall anchored at least every 1000mm.
- i) Units must have 12 Months Warranty after commissioning.
- j) Running 17m of 4mm 3-core electrical cable through galvanized conduit from DB to outdoor isolator and connect each unit to isolator.
- k) Conduit pipe must be anchored at least every 1000mm.
- l) Outdoor unit must not be below 500mm above the ground and it must be mounted on the wall with appropriate brackets.
- m) Conduct DB thermal testing when the unit is operational, issue thermal report and issue COC.
- n) Test and Commission the unit.

1.1.12 PLUMBING

- a) Install white ceramic hand wash basins fitted with taps and S - trap.
- b) Mount 500mm x 400mmx185mm Hand Wash Basins, 950mm above floor finish, wall tiles to overlap hand basin by 200mm on both side 300mm below basin top and 450mm above basin top.
- c) Install and connect new hot and cold water mixer pillar taps of ± 180mm long arms from spindle to lever edge, with hot / cold water indicator.
- d) Lay white 150x150mm glazing wall tiles (0.72m² per basin) before mount hand wash basin. Wall tiles shall comply with SANS Specification 22 of selected grade, free from defects, blemishes and of uniform colour.
- e) Install 295mm (H) x 290mm (D) x 80mm (W) elbow operated downwards push lever 304 stainless steel frame Soap Dispenser, to accommodate 500ml plastic soap container. Mount Soap Dispensers on the right hand side of the basin.
- f) Mount Towel Dispensers Paper towel dispenser to be the reflex type on the left hand side of the basin.
- g) Install 50mm schedule 40 PVC waste water line with rodding eye fittings connected from hand wash basin to gulley. PVC Sewer and Drainage pipes are made to SABS Specifications in an ISO 9001:2008.
- h) Install 1/2" Class 2 copper cold water line with ball valve 100mm after a T-piece, using compression fittings and connect from hand wash basin to the existing cold water line.
- i) Ensure no water leaks.
- j) Repair two leaking toilets, waste water.

1.1.13 LIGHT FITTING

- a) Install with new LED 4-foot open channel light fittings
- b) The complete installation shall conform to the following:
 - i. The South African National Standards Wiring Code - SANS 10142-1:2006.
 - ii. Occupational Health and Safety Act and Regulations (85 of 1993).
 - iii. Energy Code of Conduct for all Government Buildings
 - iv. The Local Authority Fire Regulations.
 - v. ICASA Regulations.
 - vi. National Building Regulations and the SANS 10400: Code of Practice for the Application of the National Building Regulations.
- c) Run surface mount PVC trunking with wiring to cover 20m for two lights, three light switches and two socket outlets.
- d) Issue certificate of compliance (COC) per room

1.1.14 WALL ALTERATION

- a) Brick up 1.2m x 2.2m wall and mortar ratio must be as per manufacture's instruction.
- b) Brick work reinforcement shall be high tensile-steel cross wires electrically welded on every third coarse and ties to adjacent wall. Brickwork shall comply with the requirements of SANS Specification 1090.
- c) Cement shall be Portland cement of normal setting quality complying with SANS Specification 471 or Portland cement 15 complying with SANS specification 831.
- d) Sand shall comply with the requirements of SANS specification 1090.
- e) Plaster brick up wall on both sides, plaster must be 10mm thick to cover 6m²
- f) Demolishing identified walls must be executed in a safer manner. Demolish wall for the installation of the new aluminium door 1.1x1.1m
- g) Neaten up the wall around window and door prior painting

1.1.15 CONTRETE

- a) Soft excavate or remove ± 80mm soil to prepare ground to slopping away from the building and compact to allowable ratio.
- b) Remove soil away from the site.
- c) Treat ground with soil insecticides with not less than 5L per square meters, insecticides must be shown to project leader before and after.
- d) Supply and pour 25mPa concrete with 19mm blue stone, for concrete apron {0.1(t) x 0.4(w) x 11(l)m}, stoop {0.1(t) x 2.1 (w) x 4.7 (l)m} and inside control room {0.1 x 1 x 1m}.

1.1.16 WASTE REMOVAL

- a) No waste should be left on site after execution a daily work as per National Environmental Management Act, Act No. 107 of 1998.
- b) Contractor to use an authorized landfill site in accordance with current Waste Management Licensing Regulations for disposal.

1.2 SITE AND MODE OF PROCEDURE

The site at KwaZulu Natal: ZULULAND DISTRICT: ST FRANCIS HOSPITAL.

Tenders are advised that all the existing premises will be occupied throughout the period of any contract. Damage to the existing buildings - Tender to note that any damages done or occurring during construction to any of the buildings will be repaired at the expense of the contractor. The service must be to the satisfaction of the KwaZulu-Natal Department of Health.

1.3 CONTRACT DRAWINGS

No drawing

PART 2

2. GENERAL TECHNICAL SPECIFICATION

This Technical Specification (page 1 to 5) is provided as a guideline for bid purposes.

2.1 STANDARDS

The operation, construction, material and components of this work and equipment specified, must comply with the latest requirements of:

- i) The Occupational Health and Safety Act (Act 85, 1993) as amended.

2.2 PROGRAMMING OF WORKS

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

2.3 TESTING AND COMMISSIONING

Work shall be inspected before handing over to District Engineer / Maintenance Head / Systems Manager.

PART 3**3. SCHEDULE OF RATES**

Rate for Floor coverings are to include for laying as described, for cleaning down backing surfaces before laying and or all square and raking cutting and waste and fitting, fair cutting at edges, protecting from injury, for cleaning down at completion and cement mortar

Rate for Wall coverings are to include for laying as described, for cleaning down backing surfaces before laying and or all square and raking cutting and waste and fitting, fair cutting at edges, protecting from injury, for cleaning down at completion and cement mortar

Rates for plumbing includes water isolation, disconnect part of the systems, removal away from operational area, cleaning, clamps / brackets, coring / drilling, cutting, pipe fittings, tread tape, PVC glue, systems connection, leaks free, cleaning operational area.

Rates for skirting edging strips include cutting to lengths and fitting at intersections, mitres, ends, etc. and for cleaning down at completion.

Rates for built-in cupboards are to include removal damaged cupboard away from operational area, cleaning down backing surfaces before installation, new installation with (edging, cutting) and protecting from injury.

All rates includes supply and deliver material and tools

3.1 ITEMS AND PRICING

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

3.2 TAX AND DUTIES

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

3.3 RATES

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

No payment will be made for abortive work.

SCHEDULE OF RATES: BOQ**NOTE:**

- 1) All rates for items contained in this Schedule of Rates must have company stamped
- 2) The Facility reserves the right to negotiate rates in the Bill of Quantities.
- 3) The Service Provider is advised that the facility is fully functional, Occupied and disruptions to services are to be kept to the bare minimum.

ITEM	DESCRIPTION	UNIT	QTY	RATE/ UNIT		TOTAL
				R	C	
1	FLOOR COVERING AT CONTROL & GUARD HOUSE					
a)	Prepare surface, wash clean and dry floors before applying floor bonding tile. It is recommended that a strictly procedure relating to the Preparation of Sub Floors with Bitumen Residue.	m ²	58			
b)	Remove the existing flooring for new tiling	m ²	58			
c)	Lay 300 x 300x 8,3mm full bodied Porcelain Floor Tiles, Anti-bacteria non-absorbent, high resistance to impact and mechanical wear and in compliance with UPEC specifications with 3mm joints. Colour to be uniform light colour Salt and Pepper range).	m ²	58			
d)	100mm tile skirting, 3mm joints, grout to flush with tile edge and round metal tile edging on the tile skirting	m ²	8.2			
Carried To Collection Summary		PS1			R	
2	WINDOWS AND BURGLAR PROOF AT CONTROL ROOM					
a)	Install Bronze foldable security gate slam and lock (lockable and leave keys to Security Officer) with frame to cover the length of 1200mm wide and 2400mm high (Confirm measurements and colour will be discussed with preferred bidder). Hospital Safety Officer, Security Officer and Maintenance Officer must accept installation. Frame must anchored as per manufacture's recommendation	Item	1			
b)	Replace steel window with 1mx1m bronze aluminium window with tinted windowpanes.	Item	1			
c)	Install bronze aluminium burglar proof with 100mm spaces apart, on the aluminium window.	Item	1			
Carried To Collection Summary		PS2			R	
3	PAINTING OF WALLS AND CEILING					
a)	Interior walls at Control Room including partition and Guard House including tuck shop	m ²	241.5			
b)	Exterior walls at Control Room 32m ² and Guard House including Tuck Shop 89m ² .	m ²	121			
c)	Guard House including tuck shop 37.8m ²	m ²	37.8			
Carried To Collection Summary		PS3			R	

4	ROOF AND CEILING				
a)	Carefully remove corrugated iron roof sheeting at control room	m ²	32		
b)	Carefully remove dilapidated 50mm x 75mm wood structure at control room	m	30		
c)	Affix 50mmx75mm treated timber structure (SANS 1288, SANS 457-2/3) on the existing trusses / rafters with hurricane clips.	m	30		
d)	Repair beam filling, for possible brick & mortar similar to the existing.	item	1		
e)	Install new Chromadek roof sheets with all accessories - original painted from the factory- terracotta in colour. NB: New roof to be enforced and guarantee of 2 years to be granted	m ²	32		
f)	Install 0.7mm Baked enamel aluminium downpipe (2.7m) including holder bats 76 x 64mm Rainwater pipe, Extra over 76 x 64mm rainwater pipe for bend, Extra over 76 x 64mm rainwater pipe for shoe.	Item	1		
g)	Install aluminium seamless gutter with brackets 500mm apart and correct flow.	m	5.3		
h)	Install Fascia Boards Fibre Cement Nutec (225mm x 10mm), and apply 1 coat primer and 2 white coat Odourless exterior Semi-Gloss paint.	m	12		
k)	Paint Fascia Boards Fibre Cement Nutec, apply 1 coat primer and 2 white coat Odourless exterior Semi-Gloss paint.	m ²	4		
l)	Install Barge Boards Fibre Cement Nutec (225mm x 10mm)	m	6		
m)	Paint Barge Boards Fibre Cement Nutec, apply 1 coat primer and 2 white coat Odourless exterior Semi-Gloss paint.	m ²	2		
n)	Remove damage ceiling at Control Room.	m ²	19.5		
o)	Affix new 1200x2400x6.5mm gyproc rhino boards with cornices and neatly joined, and possible dilapidated bending.	m ²	19.5		
p)	Paint ceiling and cornices, apply 2 coat of ceiling paint at Control Room.	m ²	19.5		
q)	Apply roof water proof as per manufacture's recommendation; apply not less than 150mm high along the wall.	m ²	2.12		
r)	Prepare Guard House and tuck shop roof, affix or repair roof sheets' gaps, knockdown all nails and wash roof sheets before painting	m ²	149		
s)	Apply two coats of roof paint similar to the existing colour	m ²	149		
Carried To Collection Summary		PS4	R		

5	BUILT IN CUPBOARDS					
a)	Remove worn out built-in cupboards at guard house	item	1			
b)	Install edged 1000 x 500 x 800mm fitted with two shelves along, two wrap doors, door handles, self-soft closing hinges, black 1100 x 550 x 20mm granite polished (front & sides) and four adjustable stainless steel stands 50mm diameter.	item	1			
c)	Install edged 1200 x 500 x 800mm fitted with two shelves along, two wrap doors, door handles, self-soft closing hinges, black 1300 x 550 x 20mm granite polished (front & sides) and four adjustable stainless steel stands 50mm diameter.	item	1			
Carried To Collection Summary		PS5			R	
6	WALL TILING					
a)	Install wall 150x150mm white wall tiles to cover 2m ² above all installed built-in cupboards	m ²	2			
Carried To Collection Summary		PS6			R	
7	CONTROL ROOM DOORS					
a)	Prepare wall to install aluminium doorframe.	item	1			
b)	Install one bronze aluminium door frame firm on the wall (1100 x 2060mm) and seal around against wall, mount bronze aluminium panel door on the doorframe with two hinges at the top and on at the bottom, two door handles door be correctly fitted with lockset.	item	1			
c)	Install two aluminium door frames and mount two interior semi-solid door 813x2032x40mm with 3-lever lock set, two hinges at the top and on at the bottom,	item	1			
d)	Wall smooth finish around aluminium door frame	item	1			
Carried To Collection Summary		PS7			R	
8	CONTROL ROOM PARTITIONING					
a)	Install 12,5mmx1200mmx3000mm Plaster Board tapered edge dry wall partitioning, the base is to be sealed with sound insulation under the floor track for infection control with cavity batt insulation. Studding and tracks for partitioning to be galvanized steel and wall thickness to be 76mm finished product. All 90 degree open corners to be finished with 90 degree galvanized wall angle and made good with quick drying skimming compound. Partition should cover 3.9m(l)x3(h)m and 2m(l)x3(h)m.	item	1			
Carried To Collection Summary		PS8			R	
9	INSTALLATION OF AIR CON SPECIFICATION					
a)	Install under ceiling 8000 Btu (Single Phase) Inverter with heating and cooling, outdoor unit.	item	2			

b)	Run insulated discharge and return lines wall mounted anchored every 500mm apart.	item	2			
c)	Run PVC drainpipe to gulley against the wall anchored at least every 1000mm.	item	2			
d)	System must be enough gas as per manufactured recommendation	Item	2			
Carried To Collection Summary		PS 9		R		
10	ELECTRICAL					
a)	Supply and mount 20Amps breaker 1 phase on the DB and label	item	2			
b)	Running 4mm 3-core electrical cable through galvanized conduit from DB to outdoor 20 amps isolator and connect unit to isolator	m	34			
c)	Conduct DB thermal testing when the unit is operational and issue thermal report	item	2			
d)	Test and Commission	item	2			
Carried To Collection Summary		PS 10		R		
11	PLUMBING & HAND WASH BASIN					
a)	Install 500mm x 400mm x185mm ceramic Hand Wash Basins (without tap holes and overflow) fitted with taps and S - trap.	item	15			
b)	Lay white 150x150mm glazing wall tiles	m ²	1			
c)	Install 1/2" Class 2 copper hot water lines with ball valve 200mm after a T-piece, using compression fittings and connect from hand wash basin to existing hot water line.	m	1			
d)	Install 1/2" Class 2 copper cold water line with ball valve 200mm after a T-piece, using compression fittings and connect from hand wash basin to the existing cold water line.	m	1			
e)	Install and connect new hot and cold water mixer pillar taps with hot / cold water indicator	item	1			
f)	Install 50mm schedule 40 PVC waste water line with rodding eye fittings connected from hand wash basin to gulley.	m	2			
g)	Mount Soap Dispensers Elbow action lever type with bottle container for dispensing of the liquid as in the High Scrub grade 304 stainless steel	item	1			
h)	Mount Towel Dispensers Paper towel dispenser to be the reflex type on the left hand side of the basin	item	1			
i)	Repair leaking toilets, waste water	item	1			
Carried To Collection Summary		PS11		R		

12	LIGHT FITTINGS					
a)	Run surface mount PVC trunking with 4mm 3-core electrical cable to cover 20m for two lights, three light switches and two socket outlets	Item	17			
b)	Install and connect new LED 4-foot open channel	item	3			
c)	Issue a COC	Item	1			
Carried To Collection Summary		PS12			R	
13	WALL ALTERATION					
a)	Demolishing identified walls must be executed in a safer manner. Demolish wall for the installation of the new aluminium door 1.1x1.1m	m ²	1.2			
b)	Brick up wall and mortar ratio must be as per manufacture's instruction	m ²	3			
c)	Lay 10mm plaster	m ²	6			
Carried To Collection Summary		PS13			R	
14	CONCRETE					
a)	Soft excavate or remove ± 80mm soil to prepare ground to slopping away from the building and compact to allowable ratio	m ²	54			
b)	Treat ground with soil insecticides with not less than 5L per square meters, insecticides must be shown to project leader before and after.	m ²	54			
c)	Supply and pour 25mPa concrete with 19mm blue stone, for concrete apron	m ³	2			
Carried To Collection Summary		PS14			R	
15	WASTE REMOVAL					
a)	Remove waste from the site after the execution daily work.	item	1			
Carried To Collection Summary		PS15			R	
16	LABOUR, TRAVELLING AND ACCOMMODATION					
a)	Labour	hours				
b)	Travelling	km				
c)	Accommodation	days				
Carried To Collection Summary		PS16			R	

COLLECTION SUMMARY**NOTE:**

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

Collection Summary PS 1	R		
Collection Summary PS 2	R		
Collection Summary PS 3	R		
Collection Summary PS 4	R		
Collection Summary PS 5	R		
Collection Summary PS 6	R		
Collection Summary PS 7	R		
Collection Summary PS 8	R		
Collection Summary PS 9	R		
Collection Summary PS 10	R		
Collection Summary PS 11	R		
Collection Summary PS 12	R		
Collection Summary PS 13	R		
Collection Summary PS 14	R		
Collection Summary PS 15	R		
Collection Summary PS 16	R		
SUB-TOTAL	R		
ADD Provision for Value Added Tax of SUB-TOTAL	R		
<u>GRAND TOTAL: CARRIED TO TENDER FORM</u>	R		

PART 4

SPECIAL TERMS AND CONDITIONS

INTRODUCTION

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

1. AMENDMENT OF CONTRACT

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

2. CHANGE OF ADDRESS

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

3. CIDB RATING REQUIRED

The CIDB Rating GB Level 1

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

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

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

5. EQUAL BIDS

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

6. EXECUTION PLAN

The Contractor will be required to provide an efficient and effective service.

Therefore, the Contractor is required to **submit proof that he/she has the required capacity to execute work successfully.**

7. EXECUTION PERIOD

The work shall be completed **within 4 week** from the date of the official order/letter of acceptance, failure to meet the timeframe Facility reserve a right to cancel the order.

9. FIRM PRICES

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

10. GENERAL REQUIREMENTS

Contractor to make special note of the following:

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

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(Particular Specification).

The whole installation shall be in accordance with (National Building Regulations, Occupational Health and Safety Act 85 of 1993) and all regulations framed therein shall be carried out to the satisfaction.

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

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

All apparatus, component parts, fittings and materials employed in the execution of the Contractor shall be new and unused and shall be the latest type or pattern of the particular manufacture employed. S.A.B.S. mark bearing items shall be used wherever possible.

The complete installation must be guaranteed against defective parts and workmanship for a period of twelve month after the date of issue of the Completion Certificate.

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

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

The Facility reserves the right to make emergency repairs to keep the asset in operation without voiding the Contractor's Guarantee

11. **GUARANTEE**

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

12. **INJURIES TO STAFF**

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

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

13. **LATE QUOTE**

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

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

14. **NOTES TO CONTRACTORS**

- 14.1 Contractors are urged to ensure that safety measures as per the Occupational Health and Safety (OHS) Act are in place before any work is undertaken.
- 14.2 All dimensions and sizes shall be checked and confirmed before any work is

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undertaken or materials ordered.

- 14.3 All work is to be carried out as per the specification issued with this document, no alterations will be allowed unless the project leader grants prior authority during the site meeting.
- 14.4 Contractors are advised to visit site to acquaint themselves with the site and the layout of the institution as no claims on the grounds of ignorance of the locality/sitting or access to the Facility will be entertained later.
- 14.5 Contractors are informed that living on the Facility premises during the contract is not allowed and no arrangements or accommodation will have to be made.
- 14.6 All rates quoted shall be inclusive of transport and labour exclude VAT.
- 14.7 Invoice must accompanied by Completion Certificate, Compliance Certificates and Guarantee Certificates

15. NOTIFICATION OF AWARD OF BID

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

16. PAYMENT FOR SUPPLIES AND SERVICES

- 16.1 A contractor shall be paid by the Facility in accordance with meeting the scope of work and relevant certificates.
- 16.2 Should a contractor indicate a special discount on his/her account provided payment is made within a certain time, every effort shall be made to take advantage of such discount.
- 16.3 Any query concerning the non-payment of accounts must be directed to the Finance. The following protocol will apply if accounts are queried:
- (i) Contact must be made with the District Engineer;
 - (ii) If there is no response from District Engineer, the Provincial Infrastructure Development must be contacted;

17. PENALTY CLAUSE

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

18. PROVINCIAL SUPPLIERS DATABASE AND CIDB

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

19. SPECIAL CONDITIONS OF CONTRACT

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

20. TAX AND DUTIES

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

21. UNSATISFACTORY PERFORMANCE

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

- (a) Before any action is taken, the District Engineering shall warn the contractor by registered/certified mail that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory service within a specified reasonable time (7 days minimum). If the contractor does not perform satisfactorily despite the warning the Facility will:
- (i) take action in terms of its delegated powers
 - (ii) make a recommendation to its Head Office for cancellation of the contract concerned.
- (b) When correspondence is addressed to the contractor, reference will be made to the contract number/item number/s and an explanation of the complaint.

22. VALIDITY PERIOD OF BID AND EXTENSION THEREOF

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

23. VAT

23.1 Quote prices must be inclusive of VAT.

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

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

NOTE:

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

PART 5**GENERAL CONDITIONS OF CONTRACT****1. FAILURE TO COMPLY WITH CONDITIONS AND DELAYED EXECUTION**

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

2. PAYMENT

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

3. **INVOICES**

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

4. **OFFERING OF COMMISSION OR GRATUITY**

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

