



Finance Manager Name:

Mrs P.N Gumede



Finance Manager Signature:

No late quotes will be considered







## GENERAL CONDITIONS OF CONTRACT

### 1. AMENDMENT OF CONTRACT

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

### 2. CHANGE OF ADDRESS

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

### 3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

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

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

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

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

## 5. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS

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

## 6. SAMPLES

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

## 7. COMPULSORY SITE INSPECTION / BRIEFING SESSION

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

- (i) The institution has determined that a compulsory site meeting  will  take place
- (ii) Date 09 / 11 / 2022 Time 12 :00 Place Sisters Lounge at Benedictine Hospital

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

## 8. STATEMENT OF SUPPLIES AND SERVICES

8.1. The contractor shall, when requested to do so, furnish particulars of supplies delivered or services executed. If he/she fails to do so, the Department may, without prejudice to any other rights which it may have, institute inquiries at the expense of the contractor to obtain the required particulars.

## 9. SUBMISSION AND COMPLETION OF SBD 6.1

9.1. Should a bidder wish to qualify for preference points they must complete a SBD 6.1 document. Failure by a bidder to provide all relevant information required, will result in such a bidder not being considered for preference point's allocation. The preferences applicable on the closing date will be utilized. Any changes after the closing date will not be considered for that particular quote.

## 10. TAX COMPLIANCE REQUIREMENTS

- 10.1. In the event that the tax compliance status has failed on CSD, **it is the suppliers' responsibility to provide a SARS pin in order for the institution to validate the tax compliance status of the supplier.**
- 10.2. In the event that the institution cannot validate the suppliers' tax clearance on SARS as well as the Central Suppliers Database, **the quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.**

## 11. TAX INVOICE

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

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

## 12. PATENT RIGHTS

The supplier shall indemnify the **KZN Department of Health** (hereafter known as the purchaser) against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

## 13. PENALTIES

- 13.1. If at any time during the contract period, the service provider is unable to perform in a timely manner, the service provider must notify the institution in writing/email of the cause of and the duration of the delay. Upon receipt of the notification, the institution should evaluate the circumstances and, if deemed necessary, the institution may extend the service provider's time for performance.
- 13.2. In the event of delayed performance that extends beyond the delivery period, the institution is entitled to purchase commodities of a similar quantity and quality as a substitution for the outstanding commodities, without terminating the contract, as well as return commodities delivered at a later stage at the service provider's expense.
- 13.3. Alternatively, the institution may elect to terminate the contract and procure the necessary commodities in order to complete the contract. In the event that the contract is terminated the institution may claim damages from the service provider in the form of a penalty. The service provider's performance should be captured on the service provider database in order to determine whether or not the service provider should be awarded any contracts in the future.
- 13.4. If the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance.

## 14. TERMINATION FOR DEFAULT

- 14.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (i) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract,
  - (ii) if the supplier fails to perform any other obligation(s) under the contract; or
  - (iii) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 14.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services.
- 14.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

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



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

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

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

**1. GENERAL CONDITIONS**

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

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

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

1.3 Points for this quote shall be awarded for:

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

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

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

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

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

**2. DEFINITIONS**

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

- P<sub>s</sub> = Points scored for price of bid under consideration
- P<sub>t</sub> = Price of bid under consideration
- P<sub>min</sub> = price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING applicable box)

(Tick

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

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

7.1.1 If yes, indicate:

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

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

(Tick applicable box)

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

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

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]

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

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
.....

9.6 COMPANY CLASSIFICATION [TICK APPLICABLE BOX]

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

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

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

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

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

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



**COMPLAINTS PROCESS FOR QUOTATIONS R2 000.00 TO R500 000.00 INCLUDING V.A.T**

**1. Supplier Submits Written Complaint / Objection**

- Bidders aggrieved by decisions or actions taken by the Department or Institution during the SCM procurement process, must lodge a written complaint **immediately**.
- Complaints lodged two (2) or more days after the award will not be entertained.
- Complaints must be directed to the Responsibility Manager of the institution (Hospital or CHC) and District Finance Manager for District Offices.
- **It must be noted that this is not an appeals process and as such will not halt the procurement process.**

**2. Institution Prepares Written Response to Complaint**

- The Responsibility Manager, or his appointee, must prepare a response letter to the complainant.
- The complaint must be resolved within **60 days**.
- Should the complainant not be satisfied with the response, the matter will be referred to the District Finance Manager (applicable to all Hospitals and CHC) or District Manager (Applicable to all District Offices) for a final verdict.
- Should the complainant still not be satisfied with the response received, they may then seek legal recourse at their own expense.

Complaints or objections should be directed to:

Responsibility Manager:

Mrs P.N Gumede

Email Address:

phiwayinkosi.gumede@kznhealth.gov.za



**KWAZULU-NATAL PROVINCE**

HEALTH  
REPUBLIC OF SOUTH AFRICA

**BENEDICTINE HOSPITAL**

**SCOPE OF WORK FOR BENEDICTINE HOSPITAL – REPANTING OF HOSPITAL ROOFS**

**PART 1**

**1. GENERAL**

**1.1 SCOPE OF WORK**

**THE CURRENT SCOPE OF WORK BELOW ENTAILS BOQ**

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

**1.2 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.

**1.3 SITE AND MODE OF PROCEDURE**

The site at KwaZulu Natal: BENEDICTINE HOSPITAL.

Tenders are advised that all the existing premises will be occupied throughout the period of any contract. Damage to the existing buildings - Contractor 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.

## 1.4 CONTRACT DRAWINGS

There are no contract drawings issued together with this document.

## PART 2

### 2. GENERAL TECHNICAL SPECIFICATION

This Technical Specification (page 1 to 2) is provided as a guideline for bid purposes.

#### 2.1 STANDARDS

The operation, construction, material and components of the borehole drilling 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 8 weeks counting from the date when the order number has been issued, unless other strong and valid reason.

#### 2.3 INSPECTION

Work shall be inspected before handing over to the Institution Management.

## PART 3

### 3. SCHEDULE OF RATES

All rates includes supply material, deliver material and tools

#### 3.1 ITEMS AND PRICING

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

#### 3.2 TAX AND DUTIES

Prices quoted and invoice, must include all customs, excise and import duties, and any other tariffs or taxes levied by the government or statutory body having

jurisdiction on the goods provided under this contract, **including Value Added Tax (applicable to the current rate).**

### **3.3 RATES**

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

**No payment will be made for abortive work.**

### **SCHEDULE OF RATES: BOQ (Annexure A)**

#### **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 No	Description	Unit	Quantity	Rate	Amount
	<b><u>BILL NO.1</u></b>				
	<b><u>PRELIMINARIES</u></b>				
	<b><u>Notes :</u></b>				
1	Preliminaries	item	1		
	<b>Total carried to summary page</b>				R



Item No	Description	Unit	Quantity	Rate	Amount
	<b><u>BILL NO.4</u></b>				
	<b><u>WATERPROOFING</u></b>				
	Tenderers are to refer to the Model Preambles for Trades (Latest Edition) and Supplementary Preambles for further description and application of work in this section				
	<b><u>WATERPROOFING OF ROOFS</u></b>				
	<b><u>Two coats Roofcote bituminous aluminium paint</u></b>				
	To roof	m2	4822		
	<b>Total carried to summary page</b>				<b>R</b>

Item No	Description	Unit	Quantity	Rate	Amount
	<p><b><u>BILL NO.12</u></b></p> <p><b><u>PAINTWORK</u></b></p> <p>Tenderers are to refer to the Model Preambles for Trades (Latest Edition) and Supplementary Preambles for further description and application of work in this section</p> <p><b><u>Previously painted plastered surfaces</u></b></p> <p>Surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and cracks shall be opened filled with a suitable filler and finished smooth</p> <p>Contractor is to ensure that the rate for the painting of the walls accommodates the painting of steel window frames, timber doors and frames as the the measured area is inclusive of such</p> <p><b><u>Paintwork etc to previously painted surfaces</u></b></p> <p><b><u>ON FIBRE-CEMENT BOARD SURFACES</u></b></p> <p>Painting to fascia and bargeboard n.e 300mm high</p>				
	<b>Total carried to summary page</b>				R
					R

Item No	Description	Page No	Amount
1	Preliminaries	Page	R
4	Waterproofing	Page	R
13	Paintwork	Page	R
	<b>Sub-total</b>	ST	R
	Allow 15 per cent (%) of the above sub-total for Value Added Tax	TAX	R
	<b>Sub-total</b>	ST	R

## PART 4

### SPECIAL TERMS AND CONDITIONS

#### INTRODUCTION

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

#### 1. AMENDMENT OF CONTRACT

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

#### 2. CHANGE OF ADDRESS

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

#### 3. CIDB RATING REQUIRED

Grade 2 GB or higher

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

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

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

#### 5. EQUAL BIDS / QUOTES

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

#### 6. EXECUTION PLAN

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

#### 7. EXECUTION PERIOD

The work shall be completed **within 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 / quote requires that all prices offered are firm. If a non-firm price is offered then the contractor may be disqualified for not complying with the Conditions of the Bid.

**10. GENERAL REQUIREMENTS**

Contractor to make special note of the following:

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

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 / quote. 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 / quote documents after the closing date and time.

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

**14. NOTES TO CONTRACTORS**

- 14.1 Contractors are urged to ensure that safety measures as per the Occupational Health and Safety (OHS) Act are in place before any work is undertaken.
- 14.2 All dimensions and sizes shall be checked and confirmed before any work is undertaken or materials ordered.
- 14.3 All work is to be carried out as per the specification issued with this document, no alterations will be allowed unless the project leader grants prior authority during the site meeting.
- 14.4 Contractors are advised to visit site to acquaint themselves with the site and the layout of the institution as no claims on the grounds of ignorance of the locality/sitting or access to the 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**

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

**16. PAYMENT FOR SUPPLIES AND SERVICES**

- 16.1 A contractor shall be paid by the Department in accordance with meeting the scope of work and relevant certificates.
- 16.2 Should a contractor indicate a special discount on his/her account provided payment is made within a certain time, every effort shall be made to take advantage of such discount.
- 16.3 Any query concerning the non-payment of accounts must be directed to the Finance. The following protocol will apply if accounts are queried:
- (i) Contact must be made with the Department of Health Finance within the Institution;
  - (ii) If there is no response from Finance, the Head Office Finance within the Department of Health shall 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 Facility 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/ quote must be 90 days from close of quote. However, circumstances may arise whereby the Facility may request the Contractors to extend the validity (tendering) period. Should this occur, the Facility will request Contractors to extend the validity (binding) period under the same terms and conditions as originally tendered for by Contractors. This request will be done before the expiry of the original validity (binding) period.

## **23. VAT**

23.1 Quote prices must be inclusive of VAT.

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

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

### **NOTE:**

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



## **PART 5**

### **GENERAL CONDITIONS OF CONTRACT**

#### **1. FAILURE TO COMPLY WITH CONDITIONS AND DELAYED EXECUTION**

- 1.2 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 works completion certificate / delivery note upon fulfilment 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.

**BENEDICTINE HOSPITAL – REPAINTING OF HOSPITAL ROOFS****Technical Evaluation Criteria**

The bidder needs to obtain minimum of <sup>70</sup>400 points to qualify

<b>Deliverable</b>	<b>Returnable</b>	<b>Points</b>	
1. Competency of tenderer on similar projects	At least completed 3 projects in the past 5 years. Award/ Purchase Order that will show scope of works and the completion certificate that corresponds to the award/ purchase order.	<b>40 points</b>	
2. Tenderer's Project Management Structure, Organogram and experience of technical resources proposed for this project	Submission of a detailed project organogram that shows roles and responsibilities of each technical team member made of Contracts Manager, Foreman, Health and Safety and General Workers that will be allocated in this project.	15 points	<b>30 Points</b>
	At least one technical resource has a proof of trade test in painting	15 points	
3. Financial Capability	30% Proof of working capital in a form of bank statement not older than 3 months.	<b>30 points</b>	