



KZN Health > Components > Supply Chain Management

AdvertQuote



## Quotation Advert

Opening Date: 2022-11-08

Closing Date: 2022-11-15

Closing Time: 11:00

### INSTITUTION DETAILS

Institution Name: Eshowe hospital ▾

Province: KwaZulu-Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required: Eshowe District Hospital

Date Submitted: 2022-11-07

### ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ:  
ESW/56/23

Item Category: Services ▾

Item Description: CASH-IN-TRANSIT SERVICES CONTRACT (36 MONTHS CONTRACT)

Quantity (if supplies): N/A

### COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Not Applicable ▾

Date:

Time:

Venue:

QUOTES CAN BE COLLECTED FROM: ESHOWE HOSPITAL/KZNHEALTH WEBSITE

QUOTES SHOULD BE DELIVERED TO: ESHOWE HOSPITAL TENDER BOX

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

Name: Mr. B Zulu/Ms. N Qwabe

Email: nonhlanhia.qwabe@kznhealth.gov.za

Contact Number: 0354734597/4664

Finance Manager Name: Mrs.P.G Biyela

Finance Manager Signature:

No late quotes will be considered





## BIDDER'S DISCLOSURE

## 1. PURPOSE OF THE FORM

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

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

## 2. BIDDER'S DECLARATION

2.1. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State Institution

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

2.2.1. If so, furnish particulars: .....

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

2.3.1. If so, furnish particulars: .....

## 3. DECLARATION

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

- 3.1. I have read and I understand the contents of this disclosure;
- 3.2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6. There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....  
Name of Bidder

.....  
Signature

.....  
Position

.....  
Date

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

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

## GENERAL CONDITIONS OF CONTRACT

## 1. AMENDMENT OF CONTRACT

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

## 2. CHANGE OF ADDRESS

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

## 3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

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

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

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

4.10. The Department is under no obligation to pay suppliers in part for work done if the supplier can no longer 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  take place
- (ii) Date  /  /  Time  :  Place

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

**8. STATEMENT OF SUPPLIES AND SERVICES**

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

**9. SUBMISSION AND COMPLETION OF SBD 6.1**

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

**10. TAX COMPLIANCE REQUIREMENTS**

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



## 11. TAX INVOICE

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

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

## 12. PATENT RIGHTS

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

## 13. PENALTIES

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

## 14. TERMINATION FOR DEFAULT

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

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

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

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

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

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to all quotes:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2 The value of this quote is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 1.3 Points for this quote shall be awarded for:
- (a) Price; and
  - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this quote is allocated as follows:

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the quote, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a quote is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2. DEFINITIONS**

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



3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

- 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	
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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	
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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..... ..... .....



◦ **Provision of Cash-in-Transit Services contract for Eshowe District Hospital, three times a week on Monday, Wednesday and Friday excluding public holidays for the period of 36 Months.**

**Scope of Work**

Eshowe District Hospital requires the services of a duly registered Cash-in-transit service provider for Provision of a Cash-in Transit service to undertake the transit of monies from Eshowe Hospital to the Department’s banking facility at Eshowe Town approximately 4km return

The information requested from the bidders in this bid have been identified by Eshowe Hospital as necessary in order to be able to evaluate the commitment, capability, suitability and capacity of the bidders

- key note:**
- **The Bidder is required to make comments on section A about service(s) and/ item(s) the Bidder is prepared to offer:**
  - **All pages must be fully signed**
  - **Failure to sign and comment may disqualify the Bidder**
  - **Fully completed form must be returned back with the Quotation Documents and other supporting documents**

**SECTION A: TECHNICAL SPECIFICATION**

1.1 The Bidders must be duly registered with the Private Security Industry Regulatory Authority (PSIRA) and must maintain compliance with the rules and regulations of the Private Security Industry Regulation Act 56 of 2001, regulations (PSIRA regulations) throughout the validity of any contractual commitment.

**BIDDER’S COMMENTS:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1.2 The Bidders are required to submit a valid membership certificate from PSIRA issued in terms of Section 25 of the Act.

**BIDDER’S COMMENTS:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1.3 The service provider shall collect, convey, store and deliver cash in accordance with the operating methods as amended from time to time.

**BIDDER’S COMMENTS:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BIDDER’S AUTHORIZED REPRESENTATIVE SIGNATURE: .....**

1.4 Collection, conveyance, storage and delivery of cash shall be made using sealed containers as supplied by the service provider.

**BIDDER'S COMMENTS:**

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1.5 Collection, conveyance, storage and delivery of bank deposit books shall be made using sealed envelopes/bags as supplied by the service provider. The number of bags will be determined by the Eshowe Hospital and the cost thereof must be included on the price of the tender. The Department will not consider payment of costs that were not included in the original tender price.

**BIDDER'S COMMENTS:**

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1.6 The service provider shall return the bank deposit books to the institution on the next removal.

**BIDDER'S COMMENTS:**

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1.7 Before handing over the cash to an employee of the service provider, the Department of Health (Eshowe Hospital) shall verify the identity of such employee by reference to the employee's personal official identity card.

**BIDDER'S COMMENTS:**

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1.8 The service provider shall provide details of the nature and format of official identity cards in use which will be utilised for identification of employee's.

**BIDDER'S COMMENTS:**

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BIDDER'S AUTHORIZED REPRESENTATIVE SIGNATURE: .....

1.9 The service provider shall be required to submit a list of cash in-transit officers allocated to that district with a copy of the officer identity card and photos. It is requested that the cash -in-transit officer shall always carry their card and they must be in full uniform.

**BIDDER'S COMMENTS:**

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1.10 The service provider shall provide an official receipt for each container and envelope received by them.

**BIDDER'S COMMENTS:**

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1.11 The service provider shall *remove* cash between 08:00 and 12:00 as stipulated three times per week that is, Monday, Wednesday and Friday excluding weekends and public holidays.

**BIDDER'S COMMENTS:**

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1.12 The cash shall be deposited immediately after collection.

**BIDDER'S COMMENTS:**

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1.13 The service provider shall remain at an appointed banking facility until the cash has been received and verified by the teller. Any discrepancies must be reported within 24 hours to the Senior Manager Revenue services or designated representative.

**BIDDER'S COMMENTS:**

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BIDDER'S AUTHORIZED REPRESENTATIVE SIGNATURE: .....



1.14 Additional pickups such as financial year end procedures will be communicated to the service provider timeously.

**BIDDER'S COMMENTS:**

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1.15 Insurance to be arranged by service provider and a certified copy of the Insurance Policy is to be attached to the bid document; this is a compulsory requirement.

**BIDDER'S COMMENTS:**

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1.16 Any claims relating to Cash -in-Transit must be dealt with, and must be done by the service provider.

**BIDDER'S COMMENTS:**

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1.17 The price must be firm for the period of 12 months. Price increase shall be considered using CPI or PSIRA rates

**BIDDER'S COMMENTS:**

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1.18 The Service Provider will be subjected to security screening by the State Security Agency prior to awarding of the bid.

**BIDDER'S COMMENTS:**

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BIDDER'S AUTHORIZED REPRESENTATIVE SIGNATURE: .....

**SECTION B**  
**SPECIAL TERMS AND CONDITIONS**

- (a) Bidder/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 bidders that fully meet the specifications shall be accepted.

**1. ACCEPTANCE OF BID**

1.1 Bid Adjudication Committee is under no obligation to accept the lowest or any bid.

1.2 The financial standing of bidders and their ability to manufacture or to supply goods or render services may be examined before their bids are considered for acceptance.

**2. 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 the Department of Health (Eshowe Hospital) Bid Adjudication Committee approval.

**3. AWARD**

The awarding of this bid is not dependent solely on the factors of prices and preference points. The Department of Health (Eshowe Hospital) Bid Evaluation Committee will scrutinize whether the core business activity of the bidder falls within the core business activity of the company bidding.

**4. CHANGE OF ADDRESS**

Bidders must advise the Department of Health Central Supply Chain Management, Contract Administration should their address (domicilium citandi et executandi) details change from the time of bidding to the expiry of the contract.

**5. CHECKING OF SERVICE**

Checking of service shall be done by the nominated official at the Department of Health, as well as by the Service Provider at intervals agreed upon by the Service Provider and the Department of Health.

BIDDER'S AUTHORIZED REPRESENTATIVE SIGNATURE: .....

**6. COUNTER OFFERS**

Counter offers with regard to any of the Special Terms and Conditions will invalidate such bidder's offers.

**7. COMPENSATION AND TERMINATION OF SERVICES**

7.1 As compensation for the services to be rendered by the Contractor, the Department hereby agrees to and undertakes to pay the Contractor the amounts as expounded in the bid document provided services have been rendered satisfactory.

7.2 The Centre Manager shall certify the invoice as correct and that the service was rendered according to the agreement and the institution shall pass such invoice for processing of payment.

7.3 Should the service not be rendered to the satisfaction of the Centre Manager and unsatisfactory items/aspects and incidents have already, in writing, been brought to the attention of the Contractor, the Department reserves the right, in addition to its other right, to retain payment to the Contractor for as long as the unsatisfactory service continues.

7.4 The Contractor may not, under any circumstances, fail to remunerate its security personnel in terms of the law and should such be brought to the attention of the Department, the Contractor will be reported to the relevant authorities.

7.5 Should the Contractor fail to meet any conditions of this contract, or continue rendering unsatisfactory or bad service/performance, the Department reserves the right to terminate the contract, after written notification has been served on the Contractor, with the intention of the right to recover from the Contractor any losses the Department may have suffered and/or incurred as a result of the failure.

7.6 The Department shall terminate the contract immediately should the Contractor no longer qualify in terms of the Private Security Industry Regulatory Authority Act 56 of 2001.

7.7 The Department reserves the right to contact the Private Security Industry Regulatory Authority for them to institute an inquiry into whether the Contractors workforce are registered with them and employees are in possession of training certificates of an accredited training

BIDDER'S AUTHORIZED REPRESENTATIVE SIGNATURE: .....

centre. Furthermore, whether the Contractor is paying their security personnel the minimum monthly basic wage as prescribed for Area concerned of the Order for the Security Services Trade.

**8. CONTRACT ADMINISTRATION**

8.1 Successful bidders must advise the Supply Chain Management Unit immediately when unforeseeable circumstances will adversely affect the execution of the contract.

8.2 Full particulars of such circumstances as well as the period of delay must be furnished.

8.3 The administration of the bid and contract i.e. evaluation, award, distribution of contract circulars, contract price adjustments etc., shall be the sole responsibility of the Supply Chain Management Unit.

**9. DEPARTMENT OF HEALTH'S OBLIGATIONS**

9.1 Manage and monitor the contract in a professional manner;

9.2 Provide appropriate information as and when required and only in situations where it is required by the service provider to fulfil their duties;

9.3 Not accept any responsibility for any damages suffered by the service provider or their staff for the duration of the contract;

9.4 Not accept any responsibility for accounts/expenses incurred by the service provider that was not agreed upon by the contracting parties.

9.5 If necessary request the withdrawal of a staff member/security officer if he/she poses a threat to the department employees, clients, property and visitors.

**10. DETAILS OF CONTRACTS HELD BY THE BIDDER (PAST/CURRENT) (Annexure A)**

10.1 The bidder must furnish the following details of all current contracts.

(i) Date of commencement of contract/s;

(ii) Value per contract; and

(iii) Contract details. That is, with whom held, phone number and address/s of the companies.

BIDDER'S AUTHORIZED REPRESENTATIVE SIGNATURE: .....

**11. 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.

**12. FIRM PRICES**

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

12.2. Bidders are advised that should they be successful in being awarded the contract, it is mandatory for **such bidders to take out forward cover with a recognized financial institution.**

**13. IRREGULARITIES**

Companies are encouraged to advise the Department of Health timeously of any possible irregularities which might come to their notice in connection with this or other contracts.

**14. INDEMNITY**

The Service Provider hereby indemnifies the Head Department of Health The Kwazulu-Natal against any liability or compensation and legal expenses in respect of the following cases.

- (i) Loss of life or injuries which might be sustained by the Service Provider's staff during the execution of their duties at Institution
- (ii) Damage to or destruction of any equipment or property of Institution during the execution of duties as described in this contract.
- (iii) Any claims and legal costs which might ensue from the failure by or acts committed by the Service Provider's staff against third party persons.
- (iv) The Head: Department of Health Kwazulu-Natal undertakes to notify the Contractor in writing of the particulars of each claim that the Contractor is liable for. In the event of the property of Institution being damaged or staff being injured or killed by the Service Provider or his/her staff, the said shall be liable to the Department for any damages or loss suffered by the Department. The Contractor shall further indemnify the department against any claims or loss suffered by the Department as a consequence of damages, injuries or death of such staff or patients.

BIDDER'S AUTHORIZED REPRESENTATIVE SIGNATURE: .....



**15. INSPECTION**

The Department of Health, KwaZulu Natal, or the duly appointed Manager may at any time inspect the Contractor's work and/or performance. Should the Department or the representative consider the standard contrary to the contract or specification the Department or the representative will notify the Contractor accordingly in writing and the Contractor shall rectify the defect, to the standard required by the contract specification within seven (7) days at his/her own cost. In the event of the Contractor disregarding the Department or the representative for a period of seven (7) days, the Department or representative is at liberty forthwith to employ other workmen to perform the work or cause the work to be performed and charge any expense thereby incurred to the Contractor and to deduct it from any sum due or to become due to the Contractor.

**16 INSURANCE CONTRACT BY THE CONTRACTOR:**

16.1 The Contractor shall, at his/her own expense, take out sufficient insurance against any claims, costs, loss and/or damage ensuing from his/her obligations and shall ensure that such insurance remains operative for the duration of the agreement.

16.2 A copy of the insurance contract shall be handed to the Eshowe Hospital Supply Chain Management prior to commencement of the agreement.

16.3 The Contractor shall be under obligation to furnish the Department with evidence that such insurance premiums have indeed been paid and are up to date.

**17. JOINT VENTURES**

17.1. In terms of the Preferential Procurement Regulations, 2011 pertaining to the Preferential Procurement Policy Framework Act 5 of 2000, a trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.

17.2. Should this bid be submitted by a joint venture, the joint venture agreement must accompany the bid document before the closing date and time of bid. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.

17.3. Separate a PREFERENCE POINTS CLAIM FORMS must be submitted by each company participating in the joint venture.

The non-submission of a PREFERENCE POINTS CLAIM FORM by a company will result in preference points not being allocated to such company. Failure to submit the joint venture Agreement will result in preference points not being allocated to all companies participating in the joint venture.

BIDDER'S AUTHORIZED REPRESENTATIVE SIGNATURE: .....

17.4 Each party to a Joint Venture/Consortium must submit an original valid Tax Clearance Certificate together with the bid before the closing date and time of bid.

17.5. Sharing of Firearm Competency by Joint Ventures will not be considered.

**18. LATE BIDS**

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

**19. LIABILITY OF THE CONTRACTOR**

The Service Provider will be held liable for any damage or loss suffered by the Department of Health: Kwazulu-Natal, as a result of the Contractor's own or his/her employee's negligence or intent at the Department.

**20. NOTIFICATION OF AWARD OF BID**

20.1 Notification of the award of bid shall be in writing by a duly authorised official of the Department of Health, Central Supply Chain Management. The written acceptance of an offer constitutes a legal and binding contract.

20.2. The intention of award of bid will be advertised in the same media as the invitation.

**21. PAYMENT FOR SUPPLIES AND SERVICES**

21.1 A contractor shall be paid by the store concerned, in accordance with services rendered.

21.2 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.

21.3 Any query concerning the non-payment of accounts must be directed to the institutional concerned. The following protocol will apply if accounts are queried:

- (i) Contact must be made with the Deputy Manager of stores;

**22. CENTRAL SUPPLIERS DATABASE**

A bidder submitting an offer must be registered on the Central Suppliers Database. A bidder who has submitted an offer and is not registered on the Central Suppliers Database will not be considered.

BIDDER'S AUTHORIZED REPRESENTATIVE SIGNATURE: .....

**23. PERIOD OF CONTRACT**

The contract will run for a period of thirty six (36) months.

**24. PRICE INCREASES**

All bid prices must be firm for the duration of the contract period. Price adjustments enacted by PSIRA are considered and shall automatically be effected as gazetted.

**25 RESPONSIBILITIES OF THE BIDDER**

25.1 The bidder is required to:-

- 25.1.1 Conduct business in a courteous and professional manner;
- 25.1.2 Provide the necessary documentation as requested prior to the awarding of the contract;
- 25.1.3 Comply with all relevant employment legislation and applicable bargaining council agreement, including UIF, proof must be submitted with the bid documents.
- 25.1.4 Be registered in terms of Section 20 of the Private Security Industry Regulation Act, 2001 (Act 56 of 2001).
- 25.1.5 Ensure that all staff working under this contract are in good health and pose no risk to any DEPARTMENT OF HEALTH employees;
- 25.1.6 Comply with DEPARTMENT OF HEALTH security and emergency policies, procedures and regulations;
- 25.1.7 Be accountable for all Cash-in-Transit breaches occurring on the site and be financially liable for all the losses incurred as a result of those breaches.
- 25.1.8 Ensure that all Cash-in-Transit Officers utilised, as required by DEPARTMENT OF HEALTH, are registered as security service provider in terms of section 20 of the Private Security Industry Regulation Act and have appropriate PSIRA grades.
- 25.1.9 Ensure that all Cash-in-Transit Officers in the employ of the company or close corporation must be paid the minimum wage according to the wage determination Act. The DEPARTMENT OF HEALTH will have no responsibility for wage negotiation between the bidder and its employees.
- 25.1.10 Ensure that all Cash-in-Transit Officers under this contract are adequately trained prior to the commencement of the contract. A detailed training programme indicating training activities should be provided.

BIDDER'S AUTHORIZED REPRESENTATIVE SIGNATURE: .....

25.1.11 Ensure that all Cash-in-Transit Officers working under this contract are provided with uniforms, which state the name of the bidder, the name of the Security Officer and that can be clearly distinguished from other service providers, DEPARTMENT OF HEALTH staff, etc. DEPARTMENT OF HEALTH reserves the right to order the immediate removal of a staff member (s) who does not adhere to this arrangement.

25.1.12 Ensure that DEPARTMENT OF HEALTH is informed of any removal and replacement of staff. For security reasons, DEPARTMENT OF HEALTH reserves the right to subject all Cash-in-Transit Officers working under this contract to a security screening process.

25.1.13 The Company or close corporation must have sufficient number of staff available to render a service at the institution during crisis situation.

25.1.14 Provide a detailed contingency plan in case of strike/unrest or any unplanned eventuality that can disrupt the Cash-in-Transit service.

25.1.15 Provide sufficient and possible additional number of staff to render a continuous Cash-in-Transit service during the crisis period.

**\*\*\*NB: The onus is upon service provider to familiarize themselves with the project site**

**26. SPECIAL CONDITIONS OF CONTRACT**

26.1 The bid 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.

26.2 The Head: Department of Health KwaZulu-Natal (Eshowe Hospital) reserves the right to withdraw from the service, with one month's written notification to the Contractor. In a case such as this the parties will no longer be bound by the stipulations of this contract. The contract sum will be adjusted pro-rata from the date of withdrawal.

26.3 The department reserves the right to subject the service providers to a security screening by the State Security Agency prior to awarding of the bid.

BIDDER'S AUTHORIZED REPRESENTATIVE SIGNATURE: .....

26.4 Should the Department or parts/s of the Department in respect of which the service is rendered, be damaged or destroyed by superior power (vis major) or fire, the Head: Department of Health KwaZulu-Natal shall have the discretion to determine which part/s of the Departments could or should no longer be used as part of the original utilisation, and in respect such unusable parts of the Departments the parties will no longer be bound by the stipulations of this contract.

26.5 In respect of the parts of the Departments which shall remain use, the stipulations of this contract shall remain valid, but the contract amount shall be decreased pro rata as from date.

26.6 Should such damaged Department or parts of the Departments be repaired, the Head: Department of Health KwaZulu-Natal could request the Contractor, by means of one month's written notification, to resume the service, in which case the stipulations of this contract in respect of the rendering of service and the contract amount shall be applicable.

**27. STATEMENT OF SUPPLIES AND SERVICES**

27.1 The contractor shall, monthly, furnish particulars of supplies delivered or services executed. Such information must be submitted to the Department of Health (Eshowe Hospital) Supply Chain Management. Information required is as follows:

- (i) Name of store (Institution)
- (ii) Orders received - order number
- (iii) Price

27.2 If the contractor fails to provide the required information, the Department of Health may, without prejudice to any other rights which it may have, institute inquiries at the expense of the contractor to obtain the required particulars.

**28. UNSATISFACTORY PERFORMANCE**

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

(i) The institution 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 services within a specified reasonable time (7 days minimum). If the contractor does not perform satisfactorily despite the warning Institution will:

- (a) Take action in terms of its delegated powers
- (b) Make a recommendation to Eshowe Hospital Supply Chain Management for cancellation of the contract concerned.

BIDDER'S AUTHORIZED REPRESENTATIVE SIGNATURE: .....



(ii) When correspondence is addressed to the contractor, reference will be made to the contract number and an explanation of the complaint.

**29. VALIDITY PERIOD OF BID AND EXTENSION THEREOF**

The validity (binding) period for the bid will be 180 days from close of bid. However, circumstances may arise whereby the

Department may request bidders to extend the validity (binding) period. Should this occur, the Department will request bidders to extend the validity (binding) period under the same terms and conditions as originally offered for by bidders. This request will be done before the expiry of the original validity (binding) period.

**30. VAT**

30.1 Bid prices must be inclusive of VAT.

30.2 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) The value of the supply, the amount of tax charged and the consideration for the supply; or
- (g) 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.

BIDDER'S AUTHORIZED REPRESENTATIVE SIGNATURE: .....





**PROVISION OF CASH-IN-TRANSIT SERVICE CONTRACT FOR ESHOWE HOSPITAL: 36 MONTHS**  
**CONTRACT**

**EVALUATION CRITERIA**

All offers received shall be evaluated on the following:

**1. Specifications:**

Only offers that meet the specification and Special Terms and Conditions in all aspects as stipulated in the bid document shall be considered.

Offers better than specification are considered to be compliant with the specification.

**2. Correctness of information:**

All information required in the bid document must be accurate and duly completed including all the appropriate signatures.

**3. Compulsory administrative compliance requirements that must be submitted with the bid or**

- a) Valid Original Tax Clearance.
- b) Company Registration Documents with CIPC (aka CIPRO).
- c) 'Certified Copies of the ID Document of the Directors and/or owners of the Company
- d) 'Certified PSIRA Certificates (for the Company and the Owner(s).
- e) Valid Public Liability Insurance Policy.
- f) Fire arm competency certificate (fire arm license).
- g) Company Profile (showing experience and the capacity to execute the project and the references).
- h) 'Certified Copy of the B-BBEE Certificate.
- i) Copy of Unemployment Insurance Fund Registration Certificate.
- j) 'Certified letter from PSI RA indicating the date in which the last PSI RA audit was conducted.

**NB: Where certified copies are requested, bidders must not submit copies of certified copies. Original certification should not be older than three (3) months. Failure to comply with this requirement shall invalidate the bid submitted.**

BIDDER'S AUTHORIZED REPRESENTATIVE SIGNATURE: .....

**4. Preferential Point System:**

The 90/10 or 80/20 Preference Point System will be applicable to this bid and the points will be allocated as follows:

PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTION	<u>10</u>
Total points for Price and B-BBEE	<b>100</b>

**OR**

PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	<u>20</u>
Total points for Price and B-BBEE	<b>100</b>

**Note:** For purposes of comparison and in order to ensure a meaningful evaluation, bidders must submit detailed information in substantiation of compliance to the evaluation criteria mentioned. Should the space provided not be adequate, bidders are kindly requested to attach the required information as Annexure E following the sequence used in the bid document.

**5. STATUTORY SCREENING**

5.1 All preferred bidders shall be subjected to screening by the statutory bodies

- NIA
- PSIRA

5.2 Failure to comply with the statutory bodies assessments shall invalidate the offer submitted.

**DECLARATION**

**I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.**

**NAME OF THE BIDDER (COMPANY): .....**

**CENTRAL DATABASE REGISTRATION NUMBER: .....**

**UNIQUE REGISTRATION REFERENCE NUMBER (36 DIGITS):**

.....  
.....

**BIDDER'S AUTHORIZED REPRESENTATIVE NAME: .....**

**Date: .....**

**BIDDER'S AUTHORIZED REPRESENTATIVE SIGNATURE: .....**