



KWAZULU-NATAL PROVINCE

HEALTH
REPUBLIC OF SOUTH AFRICA

Quotation Advert

Opening Date: 30/01/2023

Closing Date: 13/02/2023

Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: Murchison Hospital

Province: KwaZulu-Natal

Department of entity: Department of Health

Division or section: Supply Chain Management

Place where goods/
service is required: N2 Main Harding Road, Murchison Hospital

Date Submitted: 30/01/2023

ITEM CATEGORY AND DETAILS

Quotation number: MUR 316 /22/23

Item Category: Services

Item Description: SIX MONTHS CONTRACT OF MAINTENANCE OF GARDENS AND
GROUNDS IN THE HOSPITAL

Quantity (if supplies): 6 MONTHS

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Compulsory Site Meeting

Date: 06/02/2023

Time: 10H00am

Venue: MURCHISON HOSPITAL CHAPEL

QUOTES CAN BE COLLECTED FROM: Downloadable from KZN HEALTH WEBSITE

QUOTES SHOULD BE DELIVERED TO: DEPOSIT IN THE TENDER BOX SITUATED IN THE
MAIN SECURITY GATE

ENQUIRIES REGARDING ADVERT MAY BE DIRECTED TO:

Name: Mr S. Cele

Email: sibonelo.cele3@kznhealth.gov.za

Contact number: 039 687 7312 ext.170

Finance Manager Name: Mr. M.I. Mpisi

Finance Manager signature: 



health

Department:
Health
PROVINCE OF KWAZULU-NATAL

SPECIFICATION:

GARDENS AND GROUNDS CONTRACT IN THE HOSPITAL

Six months contract

1. LAWNS

- (i) Lawns to be cut throughout the mission houses.
- (ii) Once the grass has been cut, it must be cleared immediately, the latest the following day.
- (iii) All weeds to be removed
- (iv) Weeds to be dug out by their roots prior to the mowing of the grass.
- (v) All edges to be kept cut/trimmed and uniform. A spade or other instrument may be used when edging lawns.

2. FLOWER BEDS AND SHRUBS

- (i) These are to be kept free of weeds, grass and litter.
- (ii) Borders to be trimmed and kept neat.

N.B. Soil must not be mounded around shrubs.

3. TREES

- (i) To be kept neat and all old or dead branches to be removed.
- (ii) All areas surrounding the trees to be kept free of leaves.
- (iii) Branches where they constitute a danger to the public-must be kept above 2 meter level

4. HEDGES

To be kept cut at a uniform height. All sides to be uniform / square.

5. VERGES

All verges (unless excluded) surrounding the houses to be kept clean and neat.

6. VELD/VACANT LAND

- (i) These areas are to be kept neat as stipulated by the institution/facility.
- (ii) Wild grass to be kept short and free of refuse and litter.

7. CONCRETE, TARRED, PAVED AREAS: (ROADS, PARKING AREAS ETC.)

- (i) To be kept clean
- (ii) To be kept free of weeds, grass and small trees by means of spraying with suitable weed killer.

8. GULLEYS, DRAINS, CHANNELS AND GUTTERS:

- (i) All drains, gulley and channels to be cleaned, freed of grass, leaves and general litter.
- (ii) The roof gutters are to be kept clean all the times

N.B. No personnel shall be allowed to walk on the roofs.

The awarded contractor to provide ladders for cleaning of the gutters.

9 All garden refuse to be removed from site on a regular basis in line with the accepted waste management practises.

10. During the course of the contract, the contractor is liable for the removal of all weeds and alien grass/plant species.

Only the growth of recognised grass/plants is to be encouraged.

N.B. Any poison used must not to be harmful to the soil, bird life, insect life and not to kill off the existing grass. Material safety data sheets for all chemicals used must be available.

11. The planting of additional grass will not form part of the contract. It must first be discussed with the contact Person at the Institution.

12. Leaves from trees as well as other garden refuse must be raked up, packed into garden refuse bag and remove from the Mission property to a recognised disposal site

13. Pressure cleaning of paving/concrete walkways/concrete plinths etc. must be done as directed by management

14. All external windows to be cleaned
15. Grass to be cut inside the facility and 1.8 meter beyond perimeter fence
16. Working hours are from 07h00 – 16h00(Tea Break 15min & Lunch Break 45min).
17. The invoice must be signed by the Senior Systems Management Officer or Systems Manager for payment to be processed.

The bidder must provide an execution plan on how the contract is going to be successfully

The bidder must provide a business price breakdown.

18. MACHINERY AND MINIMUM REQUIREMENTS

The company must itemise the machinery/other equipment that their company will utilise at the Institution to successfully execute the contract. e.g.

1.1 SECTION (A)

1.1.1 BILLS OF QUANTITIES

Notes to Bidders: All items to be priced fully inclusive of all charges, e.g. labour, materials, profit, Transport etc. including Value Added Tax.

Item No.	Description	Unit	Qty. P/M	Unit Price	Total
1.	2 stroke oil 5lt	Unit	2		
2.	Petrol 25 litres	Unit	4		
3.	Pressure spray container 5L	Unit	2		
4.	Garden pipe 60m	Unit	02		
5.	Wheel barrow	Unit	02		
6.	Step ladder 3,5m and multipurpose ladder 3.7m	Unit	01 EA		
7.	HTH 20L	Unit	03		
8.	Garden fork	Unit	02		
9.	Spade	Unit	02		
10.	Plastic rake and steel rake	Unit	04 EA		
11.	Grass cutting machines	Unit	04		
12.	Scissors for cutting weeds flowers and leaves	Unit	02		

13.	Trimer line cutter 2kg	Roll/ pkt	02		
14.	Brooms heavy duty.	Unit	04		
15.	Soft brooms	Unit	04		
16.	Weeds killer 20l	Unit	02		
Total amount carried over to the Quotation Form				R _____	

1.2 SECTION (B)

NOTES TO BIDDERS: THE QUOTATION MUST BE IN LINE WITH GAZETTED LABOUR RATES.

Item No.	Description	Unit	Qty. P/M	Rate Per Hour	Total Salary Per Month
1.	7 General workers	Unit	7		
2.	1 Supervisor	Unit	1		
				R _____	

2 MARK UP = R _____ Per month

3 TOTAL AMOUNT QUOTATION FOR BOTH MATERIAL, LABOUR AND MARK UP

= R. _____ Per month

= R. _____ 6 Months

Total amount carried over to the Quotation Form

SECTION C: SPECIFIC CONDITIONS OF CONTRACT

2.1. BID PRICES

2.1.1 Bid prices reflected will be taken as firm for the entire contract.

2.1.1 This is six months contract

2.2. CHECKING OF SERVICE

2.2.1 Checking of the service shall be done by the nominated supervisory staff at the Institution, as well as by the Contractor himself/herself on a weekly basis in consultation with one another. A weekly basis shall be from a Monday to a Friday any day. The inspection must take place and must be arranged with the institution and *vice versa*. The result of the inspection must be documented by the Institution representative and signed by both parties.

2.2.2 The responsible personnel, Department of Health KwaZulu-Natal, shall be entitled at any time to inspect the service rendered by the Contractor, in order to ensure that the service rendered is in accordance with the purposed execution of the contract.

2.2.3 Head: Department of Health KwaZulu-Natal representative may require from the Contractor, at any time, that any of his/her employees be replaced, in which case the Contractor shall remove the worker summarily from the Institution and the Department will not be held responsible for any damage or claims which might arise because of this and the Contractor indemnifies the above party against any such claims and legal expenses.

2.3. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

2.3.1 It is the duty and responsibility of the Contractor to ensure that his/her staff:

2.3.1.1 Presents a presentable image/appearance.

2.3.1.2 At all times presents a dedicated approach to their duties.

2.3.1.3 Shall not argue with the visitors/staff or be discourteous towards them.

2.3.1.4 Do not read office documents or rummage through office/kitchen waste/medical waste.

2.3.1.5 On award of the contract the Contractor shall sign an undertaking in which he/she declares that his/her staff will refrain from any action which might be to the detriment of the institution where the service is rendered and such undertaking must be handed to the Institution on commencement of the contract.

2.3.1.6 No information concerning the institution's activities may be furnished to the public or news media by the Contractor or his/her employees without the express written permission of the Head: Department of Health.

2.4. DUTY SHEET

2.4.1 PURPOSE

The purpose of a duty sheet is to ensure that all staff on duty is familiar with the duties as required in the contract.

2.5. EMPLOYMENT OF MEMBERS OF THE LOCAL COMMUNITY

2.5.1 In its evaluation process, the Bid Evaluation Committee will take into consideration whether the bidder will employ members of the local community. Bidders must state in their bid whether members of the Local community will be employed to carry out the services at the Institution. Employees of the Contractor, for the purposes of the contract, must be South African citizens.

2.6. HOURS OF ATTENDANCE

2.6.1 Staff employed for the purposes of the contract must be in attendance five (5) days per week, between the hours: 07:00 to 16:00

2.6.2 Total number of personnel required : 08 on duty everyday inclusive supervisor.

2.6.3 Replacements of staff that are off sick/on leave etc. – Reliever to be provided

2.6.4 Breaks and lunches to be discussed with the Institutional Management. Times stipulated above may change as a result thereof.

2.7. LABOUR UNREST INCIDENTS

2.7.1 DEFINITION

When staff members of the Institution, or staff of the Contractor, are engaged in strikes, unrest or intimidation.

2.7.2 LABOUR UNREST AT THE INSTITUTION

If the service is interrupted or temporarily deferred because of any labour unrest by the Contractor's staff, local or national disaster, the parties shall come to an agreement on the methods which would enable the service to continue. In a case such as the above, the Contractor will be paid pro rata for services rendered.

2.8. MISCELLANEOUS

2.8.1 The Contractor shall only employ thoroughly efficient and staff of good character on Institutional premises. The Contractor's staff shall not sell or buy any items to/from any Institutional staff member.

2.8.2 If in the opinion of the Department of Health any person employed by the Contractor misconducts himself/herself, or is likely to cause or has caused quarrelling, or delays, or is incompetent, the

Contractor, when so directed in writing by the Department of Health, shall at once remove that person/s from the institution's premises and shall not allow him/her to return for gardens and grounds duties without the written permission of the Department of Health.

- 2.8.3 Department of Health, KwaZulu-Natal, may at any time inspect the Contractor's work and/or performance. Should he or the representative consider the standard contrary to the contract or specification he/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) working days at his/her own cost. In the event of the Contractor disregarding the Department of Health instructions for a period of seven (7) working days, the Head of Department or his representative will be at liberty forthwith to employ other workmen to perform the work or cause the work to be performed and to charge any expense thereby incurred to the Contractor and to deduct it from any sum due or to become due to the Contractor.
- 2.8.4 As compensation for the services to be rendered by the Contractor, the Institution shall pay to the Contractor the amounts referred to in the bid document.
- 2.8.4.1 Payment to the Contractor shall be made within 30 days from receipt of a correct invoice to the Institution's Contact Person who shall certify that the invoice is correct and that the service was rendered according to the agreement and the institution shall pass such account for payment. Any query regarding late payments must be directed and addressed with the institution where the service was rendered.
- 2.8.5 The Contractor shall comply with the relevant requirements of the Occupational Health and Safety Act as amended and all appliances shall conform with SABS/SANS. Safety harnesses shall comply with SABS/SANS 809. The equipment used by the Contractor must

be kept in a safe condition, and the use of such shall not prejudice the health and safety of the staff, patients and the general public.
- 2.8.6 The reasonable comfort of and avoidance and disturbance to the staff and patients of the Institution must be taken into consideration at all times.
- 2.8.7 The Contractor is responsible for providing all his/her own equipment, materials and consumables.
- 2.8.8 The Institution will provide electrical power (220 volt, 15 amp) if required, and water to the Contractor, free of charge, by means of existing plugs and taps. Extension cords and hoses must be provided by the Contractor. Every electrical appliance shall be operated through a plug-in earth leakage protection device. The Contractor is advised that fire hoses may only be used for *bona fide* fire fighting purposes. All other fuel and batteries necessary shall be provided by the Contractor.
- 2.8.9 The Institution will provide existing toilet facilities free of charge, to the staff of the Contractor, but will not be responsible for providing living accommodation for his/her staff. No staff may be housed on the premises.
- 2.8.10 Access to the Institution premises is subject to the Control of Access to the Public Premises and Vehicle Act, 1985 (No. 53 of 1985) as amended from time to time, and the Contractor is expected to make himself/herself familiar with the contents of the said Act.
- 2.8.11 Whilst on the premises, the Contractor's staff is to be limited to the areas where they are required to perform their duties and will under no circumstances be permitted to enter areas outside the contract area.
- 2.8.12 The Contractor will under no circumstances be permitted to employ child labour to perform any duties in respect of the contract.

- 2.8.13 The Department of Health, (Bid Adjudication Committee) KwaZulu-Natal may terminate the contract in the event of the Contractor breaching any of the conditions of the contract or rendering continuous unsatisfactory service. In such event the Head or if Department shall have the right to recover from the Contractor any losses which the department may have suffered as a result of the failure, without prejudicing any other rights the department may have.
- 2.8.14 The Department of Health reserve the right to pay the service provider a setane % on unsatisfactory performance
- 2.8.15 The Head: Department of Health KwaZulu-Natal representative reserves the right to withdraw from the service any part/s of the Institution or the Institution as a whole, 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 the contract. The contract sum will be adjusted pro rata from the date of withdrawal.
- 2.8.15.1 Should the Institution or part/s of the Institution 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 representative shall have the discretion to determine which part/s of the Institution/s could or should no longer be used as part of the original utilisation, and in respect of such unusable part/s of the Institution/s the parties will no longer be bound by the stipulations of the contract.
- 2.8.15.2 In respect of the part/s of the Institution/s which shall remain in use, the stipulations of the contract shall remain valid, but the contract amount shall be decreased pro rata as from date.
- 2.8.15.3 Should such damaged Institution or part/s of the Institution/s be repaired, the Head: Department of Health KwaZulu-Natal representative could request the Contractor, by means of one month's written notification, to resume the service, in which case the stipulations of the contract in respect of the rendering of service and the contract amount shall be applicable.
- 2.8.16 Extension of the contract may be considered by the Department of Health. The department reserves the right to approach the contractor with a view to extending the contract by an X amount of days, weeks or months under the same terms and conditions. The maximum period for any period will be six months.
- 2.8.17 The Contractor shall render a gardens and grounds service of a norm and standard required by the specification and the Conditions of the Contract.
- 2.8.18 In the event of the property of the department being damaged or the staff and/or the patients being injured or killed by the Contractor or his/her staff, the said Contractor shall be liable to the department for any damages or loss suffered by the department. The Contractor shall further indemnify the department against any claim or loss suffered by the department as a consequence of the damages, injuries or death of such staff or patients.
- 2.8.19 At his/her Headquarters/Regional Office, proper staff files of all staff in his/her service who are employed for service at the Institution be kept up to date by the Contractor.
- 2.8.20 The Contractor must appoint and name a senior representative from the company, with whom negotiations can be concluded, discussions held and instructions given. Arrangements made with

such a representative/s shall be binding on the Contractor. The Department of Health, or his delegate, shall represent the Head: Department of Health, KwaZulu-Natal. Once a month the representative from the company shall have formal discussions with the Institutional Management. Minutes of the meetings shall be taken and kept by the Institutional Management for record purposes. The minutes of the meeting must be signed by both parties.

- 2.8.21 A supervisor from the Contractor shall visit the site on daily basis and report to the Contact Person at the Institution to resolve any problems.
- 2.8.22 The Contractor must at all times ensure that the staff members as stipulated in the bid document are available to perform the work as specified.

2.9. ROSTER

2.9.1 PURPOSE

The purpose of the roster is to serve as proof, at all reasonable times, that all staff who should be on duty per shift, are indeed on duty.

2.9.2 DRAWING UP OF A ROSTER

Daily, weekly or monthly duty lists of all staff to perform duty, as purported in the contract, must be drawn up by the Contractor and handed to Department of Health where such service is rendered.

2.9.3 CHANGES TO THE ROSTER

Any change to the duty list shall be crossed out by a single line, initialed and dated.

2.10. SCOPE OF CONTRACT

- 2.10.1 Rendering of an effective gardens and grounds service at the Institution in terms of the Conditions of contract, as per the specification and any other official documents making up the contract.

2.11. SITE MEETING

- 2.11.1 It is compulsory for the bidder to attend the site inspection meeting on the date and time as advertised. Failure to do so will invalidate the bidders offer.

2.12.2 STAFF EQUIPMENT

The successful Contractor shall ensure that each member of his/her staff at the Institution shall at all times, when on duty; be fully equipped with:

- 2.12.2.1 A neat and clearly identifiable uniform from the Contractor.
- 2.12.2.2 A clear identification card from the Contractor, with the staff's photo and identification details on it, worn conspicuously on his/her person at all times whilst on the premises of the Institution.
- 2.12.2.3 The required safety equipment whilst working with machinery.

2.13. TRAINING OF THE CONTRACTOR'S STAFF IN THE EMERGENCY PROCEDURES OF THE INSTITUTION WHERE THEY RENDER A SERVICE

- 2.13.1 The Contractor is responsible for the training of his/her staff at the Institution in respect of the application of the guidelines of the emergency plan which shall be provided to him/her by the Institution.
- 2.13.2 The Contractor must ensure that training on correct use of equipment and proof thereof must be submitted to the Institutional Management for record purposes.
- 2.13.3 It is not a responsibility of the contractor to provide first aid requirements to its employees.

SECTION 3: SPECIAL TERMS AND CONDITIONS

INTRODUCTION

- (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 and all conditions contained in this bid shall be accepted.

3.1 ACCEPTANCE OF BID

- 3.1.1 The Department of Health Bid Adjudication Committee is under no obligation to accept the lowest or any bid.
- 3.1.2 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.

3.2 AMENDMENT OF CONTRACT

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

3.3 ANNUAL PRICE INCREASE

- 3.3.1 On the anniversary of the contract the department will automatically allow a contract price adjustment. The percentage (%) increase used will be guided by the use of the Consumer Price Index (CPI) (Geographic Indices) as published by Statistics South Africa. The clients Head Office will advise the contractor of such percentage increase as well as its institution.

3.4 AWARD OF BID

- 3.4.1 The Department's Bid Adjudication Committee reserves the right to award the bid to:
 - (i) companies located in the Province of KwaZulu-Natal;
OR
 - (ii) companies located in a specific district;
OR
 - (iii) companies located in a specific municipal area; and
OR

(iv) companies located in a rural area.

3.5 CHANGE OF ADDRESS

3.5.1 The successful bidder must advise the Department of Health should their address (*domicilium citandi et executandi*) details change from the time of bid to the expiry of the contract.

3.6 CONTRACT PRICE

3.6.1 The contract price per month will be taken as fixed (not open to an increase) for the first year of the contract.

3.6.2 The quotation must be in line with gazetted labour rates.

3.7 COMPULSORY REGISTRATION CERTIFICATE

3.7.1 The bidder must submit certified copy of a registration certificate with CIPC and KZN supplier database.

3.7.2 An original or a certified copy of the constitution must be submitted by the bidder.

3.8. STAFF EQUIPMENT

The successful Contractor shall ensure that each member of his/her staff at the facility shall at all time, when on duty; be fully equipped with:

3.8.2.1 The required safety equipment whilst working with machinery.

3.9. INVOICES

All invoices submitted by the Contractor must be Tax Invoices indicating services rendered, the amount of tax charged and the total invoice amount.

3.10 LETTER OF ACCEPTANCE

Acceptance of the bid shall be in writing by a duly authorized official of the Department of Health.

3.11 MONITORING OF SERVICE

3.11.1 Monitoring of service shall be done by the Contractor himself/herself on a weekly basis to monitor the performance of the contract and report to the contact person at the Centre to resolve any problems.

3.11.2 The responsible personnel, Department of Health KwaZulu-Natal, shall be entitled at any time to check the service rendered by the Contractor, in order to ensure that the service rendered is in accordance with the contract.

3.12. PAYMENT

- 3.12.1 The Contractor shall furnish the Province with an invoice upon fulfilment of obligations stipulated in the contract.
- 3.12.2 Payments shall be made promptly by the Province, but in no case later than thirty days (30) days after submission of an invoice or claim by the Contractor.
- 3.12.3 Payments will be made in Rand unless otherwise stipulated.
- 3.12.4 Payments for goods are made by the Province only. Any disputes regarding late or delayed payments must be taken up with the department and if a problem persists, the Supply Chain Management Office can be requested to investigate the delays.

3.13 PROVINCIAL SUPPLIERS DATABASE

- 3.13.1 A bidder who has submitted an offer and who is not registered on the Provincial Suppliers Database will not be considered.

3.14 SITE INSPECTION

- 3.14.1 Contractors are advised to visit site to acquaint themselves with the site and layout of the institution as no claim on the grounds of ignorance of the locality /siting or access to the institution will be entertained later.

3.15 SPECIAL CONTRACT CONDITIONS

- 3.15.1 The General Conditions of Contract are supplementary to that of the Special Conditions of Contract. Where, the General Conditions of Contract are in conflict with the Special Contract Conditions, the Special Contract Conditions prevail.

3.16 TAX CLEARANCE CERTIFICATE

- 3.16.1 An original Tax Clearance Certificate must be submitted with the bid before the closing date and time of the bid. Failure to submit an original and valid Tax Clearance Certificate will invalidate the bidders bid.
- 3.16.2 The Department of Health will verify the validity of the successful bidders Tax Clearance Certificate before any agreement or contract is entered into. The South African Revenue Services will clear the Tax. Clearance Certificate.

3.17 UNSATISFACTORY PERFORMANCE

- 3.17.1 Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.
 - (i) Before any action is taken, 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 the Centre will:

ANNEXURE A

PART A

As a bidder my organization has never had past or current contract agreements.

Signed (bidder) _____ Date: _____

Signed (witness) _____ Date: _____

PART B

The bidder must furnish the following details of all current/past contracts. If the bidder has had no contracts awarded to them then the bidder must complete Part A.

DATE OF COMMENCEMENT	EXPIRY DATE	VALUE OF CONTRACT	CONTRACT DETAILS That is, with whom held, phone number and address/s of the company.

Signed (bidder) _____ Date _____

Signed (witness) _____ Date _____

ANNEXURE C –Target Local

PRE-QUALIFICATION CRITERIA FOR PROCUREMENT IN COMPLIANCE WITH PROCUREMENT REGULATION 2017

Tender Number	Quote No: ZNQ MUR316/22/23	Description of Service: 06 Months contract of maintenance of garden and ground in the Hospital
Name of Tenderer (Bidder):		

Note: The tenderer (bidder) who fail to meet the following pre-qualification criteria will be regarded as non-responsive and will immediately be disqualified.

PRE-QUALIFICATION CRITERIA	DOES IT QUALIFY? YES / NO/ NA1.
1. A Tenderer (Bidder) having a stipulated minimum B-BBEE status level 1 contributor on Central Supplier Database (CSD)	
2. A Tenderer (Bidder) subcontracting a minimum of 30% to an EME or QSE which on CSD is at least 51% owned by black people, woman, youth or disabled who are local, whose address indicate that they are living within the local municipality of the hospital. OR 3. A Tenderer (Bidder) on CSD which is at least 51% owned by black people, woman, youth or disabled who are local, whose address indicate that they are living within the local municipality of the hospital	
4. A Tenderer (Bidder) must submit original proof of address from ward councillor or utility bill of tenderer not less than three months old. OR A Tenderer (Bidder) subcontracting must submit original proof of address from ward councillor or utility bill of tenderer not less than three months old. Note: The tenderer (bidder) who fail to meet the following pre-qualification criteria will be regarded as non-responsive and will immediately be disqualified.	
5. IF THE TENDERER (BIDDER) OPTED TO SUBCONTRACT A MINIMUM OF 30% TO AN EME OR QSE AS PER ABOVE, THERE MUST BE VALID PROOF OF VENTURE AGREEMENT ENDORSED WITH SOUTH AFRICAN POLICE SERVICE (SAPS) AFFIDAVIT. <i>NOTE: INSTITUTION RESERVES A RIGHT TO CHECK A VALIDITY OF JOINT VENTURE AGREEMENT. TENDERER (BIDDER) SUB-CONTRACTING BUT FAILING THIS CRITERIA WILL BE REGARDED AS NON-RESPONSIVE AND WILL IMMEDIATELY BE DISQUALIFIED.</i>	
6. The EME and QSE subcontracting must be registered with Central Supplier Database (CSD), have a valid tax clearance certificate on Central Supplier Database (CSD). If expired the must be a proof of tax clearance certificate which will be checked and verified with SARS via pin number.	
7. Does the tenderer (bidder) comply with the pre-qualification criteria? If no what is (are) the reason(s)? _____ _____ _____	

Note: The tenderer (bidder) who fail to meet the following pre-qualification criteria will be regarded as non-responsive and will immediately be disqualified.

ANNEXURE D

PRE-QUALIFICATION CRITERIA FOR PROCUREMENT IN COMPLIANCE WITH PROCUREMENT REGULATION 2017

Tender Number	Quote No: ZNQ MUR316/22/23	Description of Service: 06 Months contract of maintenance of garden and ground in the Hospital

Note: The tenderer (bidder) who fail to meet the following pre-qualification criteria will be regarded as non-responsive and will immediately be disqualified.

All offers received shall be evaluated on the following:

1. Specification:

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

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

2. Correctness of information:

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

Failure to duly complete/comply official quotation form, specification, annexure C, shall invalidate the offer submitted.

3. Compulsory administrative compliance requirements that shall be submitted with the bid

- a) The bidder must submit certified copy of a registration certificate with CIPC.
- b) Valid Original Tax Clearance.
- c) Letter of Good standing.
- d) Certified Copy of B-BBEEE Certificate.
- e) Certified Copy of Unemployment Insurance Fund Registration Certificate.
- f) Valid original proof of residence or utility bill.

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

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

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

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING applicable box)

(Tick

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

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

7.1.1 If yes, indicate:

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

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

(Tick applicable box)

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

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

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

9. **DECLARATION WITH REGARD TO COMPANY/FIRM**

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]

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

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....

9.6 COMPANY CLASSIFICATION [TICK APPLICABLE BOX]

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

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

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

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

<p>WITNESSES</p> <p>1.</p> <p>2.</p>

<p>..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS.....</p>



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:

Mr M.I. Mpsi

Email Address:

mduduzi.mpsi@kznhealth.gov.za