

# **Quotation Advert**

Opening Date:

04/05/2023

Closing Date:

10/05/2023

Closing Time:

11:00

**INSTITUTION DETAILS** 

Institution Name:

Ngwelezane Hospital

Province:

KwaZulu-Natal

Department of entity:

Department of Health

Division or section:

Central Supply Chain Management

Place where goods/

service is required:

Ngwelezana Hospital

**Date Submitted:** 

04/05/2023

ITEM CATEGORY AND DETAILS

**Quotation number:** 

ZNQ: NGW1289/22-23

**Item Category:** 

Goods

Item Description:

CONSTRUCTION OF MEDICAL WASTE ARES

Quantity (if supplies):

08 UNITS

**COMPULSORY BRIEFING SESSION / SITE VISIT** 

**Select Type:** 

Compulsory Site Meeting

Date:

05/05/2023

Time:

10:00

Venue:

**NGWELEZANA HOSPITAL** 

QUOTES CAN BE COLLECTED FROM:

WEBSITE

QUOTES SHOULD BE DELIVERED TO:

NGWELEZANA HOSPITAL TENDER BOX NEXT TO OPD

**ENQUIRIES REGARDING ADVERT MAY BE DIRECTED TO:** 

Name:

MN Ntshangase/ NS Mngomezulu

Email:

Mandisa.ntshangase@kznhealth.gov.za

Contact number: 035 901

7180/7228

Finance Manager Name:

Mr TV Nxumalo Finance Manager Signature



# health

Department: Health PROVINCE OF KWAZULU-NATAL

# **NGWELEZANA HOSPITAL**

**ZNQ - NGW1289/22-23** 

ITEM: CONSTRUCTION OF MEDICAL WASTE AREAS FOR **NGWELEZANA HOSPITAL** 

Closing Date & Time : 10 MAY 2023 @ 11 A.M

Contract Period

: ONCE OFF

Validity Period

: 60 DAYS

Contact Person

: R.T. GUMEDE/ N.S MNGOMEZULU

Telephone no.

: 035 901 7228/7180

# DOCUMENTS MUST BE DEPOSITED IN THE QUOTATION BOX SITUATED IN:

THANDUYISE ROAD,NGWELEZANA TOWN SHIP EMPANGENI,3880	THE QUOTATION BOX IS AVAILABLE ON THE FOLLOWING DAYS AND TIMES: MONDAYS TO FRIDAYS 07:30 - 16:00
BEE CERITICATE IS A COMPULSORY DOCUMENT TO WILL BE ALLOCATED WHERE AN ORIGINAL OR CERTIFIED COPY OF A VALID B-BBEE CERTIFICATE	BE ATTACHED. NO BEE PREFERANCE POINTS TIFIED BEE CERTIFICATE IS NOT ATTACHED:
NB: CERTIFIED/ ORIGINAL B-BBEE CERTIFICATE MUS	ST BE ATTACHED TO EACH DOCUMENT.
NAME OF TENDERER:	
CENTRAL SUPPLIERS DATABASE REGISTRATION (C. NO.:	SD)



		-		PARTICULA	RS OF QU	OTATION			
YOU ARE HEREBY I	NVITED TO QU	OTE FOR RE	EQUIREMEN	NTS AT: NG	WELEZA	NA HOSPITAL			
FACSIMILE NUMBER	035 794	1015/190	)5	E-MAIL A	ADDRESS:	tholakele.mkhu	ımbuzi@kzn	health.gov.za	
PHYSICAL ADDRESS	S: THAND	JYISE RO	DAD NGW	/ELEZANA	TOWNS	HIP, EMPANGEI	NI 3880		
QUOTE NUMBER:	ZNQ / NO	w	, 1289 ————	, 22	. 23			VALIDITY PERIOD:	60 DAYS
DATE ADVERTISED:	04 MAY	2023		CLOSING	G DATE:	10 MAY 2023		CLOSING TIME	11:00
DESCRIPTION:	CONSTRUC	CTION OF	MEDICA	L WASTE	AREAS F	OR ENGWELEZ	ZANA HOSP	ITAL	
CONTRACT PERIOD	(IF APPLICABLI	E): ONC	CE OFF						
THANDUYISE R					IGENI 38	80			
TENDER BOX (N	IEXT TO PA	TIENT AD	MITTING	PASSAGE	<u> </u>				
ENQUIRIES REGARD CONTACT PERSON: E-MAIL ADDRESS:	M.N NTSHA	NGASE/N	N.S MNGC	OMEZULU		LEPHONE NUMBER: dazo.mngomezu			
ENQUIRIES REGARD	ING TECHNICA	L INFORMA	TION MAY E	BE DIRECTED	TO:				
CONTACT PERSON:			_			EPHONE NUMBER:	035 901 7	209	
E-MAIL ADDRESS:									**
Bidders should ensu	re that quotes a	re delivered	i timeously t	to the correct	address. I	the quote is late, it	will not be acc	epted for considerati	on
The quote box is open									
QUOTATIONS MUST	BE SUBMITTED	ON THE O	FFICIAL FOR	RMS – (NOT T	O BE RET	(PED)			
THIS QUOTE IS SUBJ REGULATIONS, 2022,	ECT TO THE PR	REFERENTIA	AL PROCUR	REMENT POLI	CY FRAME	WORK ACT AND THE	E PREFERENT HER SPECIAL	IAL PROCUREMENT CONDITIONS OF CO	NTRACT.
		THE FO	OLLOWING	PARTICULAR	S OF BIDD	ER MUST BE FURN	ISHED		
NAME OF BIDDER:	_	(FAILURE	TO DO SO N	MAY RESULT	IN YOUR C	QUOTE BEING DISQ	JALIFIED)		
E-MAIL ADDRESS:									
POSTAL ADDRESS:	-								
STREET ADDRESS:									
FELEPHONE NUMBER	t:				FAC	SIMILE NUMBER:			
CELLPHONE NUMBER	:				_ SAR	S PIN:			
/AT REGISTRATION N	IUMBER (If VAT	vendor):			<b>-</b> 1				
CENTRAL SUPPLIER (	ATABASE REG	ISTRATION	(CSD) NO.		м	AAA			
JNIQUE REGISTRATIO	N REFERENCE	:					<u> </u>		
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OLIOTE NUMBER.	ZNQ	, NGW	, 1289		DR QUOTATIONS OVER I				
QUOTE NUMBER:			<u> </u>		<del></del> )				
DESCRIPTION:	CONS	TRUCTIO	N OF MEDICAL	. WASTE	AREAS FOR ENGW	/ELEZANA	HOSPITAL		
PREFERENCE POIN	TS WILL BE	ALLOCATED A	ACCORDING TO THE	IMPLEMENT	ATION OF SPECIFIC GOALS	IN TERMS OF	PPR 2022:	POIN	TS ALLOCATE
Promotion of South A	African owne	ed enterprises							20
		UNIT OF	DESCRIPTION			COUNTRY OF		PRICE	
ICN NUMBER Q	UANTITY	MEASURE	DESCRIPTION			MODEL	E	R	С
1.	80	UNITS	CONSTRUC	TION OF	MEDICAL WASTE				
			AREAS FOR	ENGWE	LEZANA HOSPITAL				
						-			
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			SPECIF	TCATION	TATTACHED!	-			
			REGISTRAT	TON WIT	H CIBD GRADING				
			1GB AND ABO	OVE, TRA	ADE CERTIFICATE,				
			SIMILAR PR	OJECT A	ND SAFETY PLAN				
			ARE T	HE REQU	JIREMENTS.				
			FAILURE T	O ATTAC	CH PROOF MAY				
			RESUL	_T TO QL	JOTE BEING				
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VALUE ADDED TA									
DOES THIS OFFER		WITH THE S	PECIFICATION?						YES / YES /
		RM TO THE S	S.A.N.S. / S.A.B.S. S	PECIFICAT	ION?				YES /
	DEDIGE (5	.G. 3 DAYS,	(MEEK)						

CAPACITY UNDER WHICH THIS QUOTE IS SIGNED: \_\_\_\_\_\_ DATE: \_\_\_\_\_

NAME OF STATE INSTITUTION



BIDDER'S DISCLOSURE

SBD 4

### 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.

•	DIDDEDIG	DECL AD	A TION
2	BIDDER'S	DEGLAR	AIICIN

FULL NAME

2.1. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise, employed by the state?

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.

IDENTITY NUMBER

2.2.	Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?
<b>2</b> .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?
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

GCC

#### NOTES

The purpose of this document is to:

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

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

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

### 1\_ Definitions

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement
   "Countervailing duties" are imposed in passes where an extension of a public official in the procurement
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. "GCC" means the General Conditions of Contract.
- 1.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

  1.16. "Indicate the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
  1.20. "Project site" where applicable means the place indicated in hidden in hidden in hidden.
- 1.20. "Project site," where applicable, means the place indicated in bidding documents.

  1.21. "Purchaser" means the organization purchasing the production of the place indicated in bidding documents.
- 1.21. "Purchaser" means the organization purchasing the goods.
- 1.22. "Republic" means the Republic of South Africa.
- 1.23. "SCC" means the Special Conditions of Contract.
- 1.24. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

# 2 Application

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

  Where such special conditions of contract are in special down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

# 3 Genera

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



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

#### 6 Patent rights

The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use 6.1, of the goods or any part thereof by the purchaser.

### Performance security

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

## Inspections, tests and analyses

- 8 1 All pre-bidding testing will be for the account of the bidder.
- If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be 8.2. subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned. 8.4.
- If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or 8.5. services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 87 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Falling such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

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

#### 10 Delivery and documents

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

# Insurance

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



### Transportation

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

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

#### 14 Spare parts

As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts 14.1. manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

### 15

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

# 16

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

# 17

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

#### 18 Contract amendments

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

#### 19 Assianment

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

#### 20 Subcontracts

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

#### 21 Delays in the supplier's performance

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



- Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of
- 21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

#### 22 Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

# Termination for default

- 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 23 1
  - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years. 23.4.
- if a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer
- If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following
  - the name and address of the supplier and I or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 23.7 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

# Anti-dumping and countervalling duties and rights

When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such antidumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount whichmay be due to him.

# 25

- Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or 25.1 termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an 25.2.
- If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

# Termination for insolvency

The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

# Settlement of Disputes

27 1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.



- If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such 27.3.
- Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law. 27.4.
- Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC. 27.5
- Notwithstanding any reference to mediation and/or court proceedings herein,
  - (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.

#### 28 Limitation of liability

- Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; 28.1,
  - (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties
  - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

#### 29 Governing language

The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be 29.1.

#### 30 Applicable law

30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

#### 31

- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of
- The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of 31.2.

#### 32 Taxes and duties

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2.
- A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 32.3
- No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

### 33 National Industrial Participation (NIP) Programme

The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation. 33.1.

#### 34 Prohibition of Restrictive practices

- 34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved 34.2.
- If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998. 34.3.
- if a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.



## SPECIAL CONDITIONS OF CONTRACT

SCC

### 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. 1.1.

#### **CHANGE OF ADDRESS** 2.

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

- The Department is under no obligation to accept the lowest or any quote. 3.1. 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. 34
- The price quoted must include VAT (if VAT vendor).
- 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 3.5 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.
- A bidder not registered on the Central Suppliers Database or whose verification has failed will not be considered. 3.14.
- 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 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.
- In such instances, the Department reserves the right to immediately disqualify such bidders as cover-quoting is an offence that represents both 3.20, corruption and acquisition fraud.

## 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.
- 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 4.4. 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.
- 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 4.9. indication thereof must be stated on the schedules attached.
- The Department is under no obligation to pay suppliers in part for work done if the supplier can no longer for fulfil their obligation. 4.10,

### 5. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS

- 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 5.1. 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 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 54
- 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 documents must not be included in packages containing samples. Such quotations may be rejected as being invalid. 5.6.

### SAMPLES

- 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 6.1. 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 a company/s who has not won the quote requires their samples, they must advise the institution in writing of such.
  - (ii) If samples are not collected within three months of close of quote the institution reserves the right to dispose of them at their discretion.
- 6.2. Samples must be made available when requested in writing or if stipulated on the document.
  - If a Bidder fails to provide a sample of their product on offer for scrutiny against the set specification when requested, their offer will be rejected. All (i) testing will be for the account of the bidder.

# COMPULSORY SITE INSPECTION / BRIEFING SESSION

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

	(1)	i ne in	stitution	has determine	ed that a compulsor	ry site meeting		take place.		
	(ii)	Date:	05	/ 05	/ 2023	Time:	10	: 00	Place:	NGWELEZANA HOSPITAL SCM COUNTER
Institu	tion St	amp:						Institution Site In	spection	/ briefing session Official:
			KZN D	EPARTME	NT OF HEALTH			Full Name:		
	- 1	₹ N	GWE LY CH	LEZAN AIN MANA	E HOSPITA GEMENT (STO	. H		Signature:		
			1 :	HANDUYIS	E ROAD TOWNSHIP	11.20)		Date:		
8.	STA	TEMEN	T OF SU	PETERAN	SERVICES					

STATEMENT OF SUPPLIES AND BERVICES

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 8.1. may, without prejudice to any other rights which it may have, institute inquiries at the expense of the contractor to obtain the required particulars.

# SUBMISSION AND COMPLETION OF SBD 6.1

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 9.1. 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.

#### TAX COMPLIANCE REQUIREMENTS 10

- 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

- A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars: 11.1.
  - (i) the name, address and registration number of the supplier;
  - (ii) the name and address of the recipient;
  - (iii) an individual serialized number and the date upon which the tax invoice
  - (iv) a description and quantity or volume of the goods or services supplied;
  - (v) the official department order number issued to the supplier; (vi) the value of the supply, the amount of tax charged;
  - (vii) the words tax invoice in a prominent place.

# 12

The supplier shall indemnify the KZN Department of Health (hereafter known as the purchaser) against all third-party claims of infringement of patent, 12.1. trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

#### 13. **PENALTIES**

- 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 13 1 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
- Atternatively, the institution may elect to terminate the contract and procure the necessary commodities in order to complete the contract. In the event 13.3. 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 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.



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



SBD 6.1.

# PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

### GENERAL CONDITIONS

- 1.1. The following preference point systems are applicable to invitations to tender:
  - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- The applicable preference point system for this tender is the 80/20 preference point system. 1.2.
- Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for: 1.3.
  - (a) Price; and
  - (b) Specific Goals.
- 1.4. The maximum points for this tender are allocated as follows:

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

- Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be 1.5 interpreted to mean that preference points for specific goals are not claimed.
- 1.6. The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

### **DEFINITIONS**

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

#### FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES 3.

#### 3.1. POINTS AWARDED FOR PRICE

# THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

OR

$$Ps = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

# Where

= Points scored for price of tender under consideration

Pt Price of tender under consideration Pmin = Price of lowest acceptable tender

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

# POINTS AWARDED FOR PRICE

 $\dot{\text{A}}$  maximum of 80 or 90 points is allocated for price on the following basis:

$$Ps = 80 \left( 1 + \frac{Pt - Pmax}{Pmax} \right)$$

OR

 $Ps = 90 \left( 1 + \frac{Pt - Pmax}{Pmax} \right)$ 

# Where

Ps = Points scored for price of tender under consideration

= Price of tender under consideration

Pmax = Price of highest acceptable tender



# 4. POINTS AWARDED FOR SPECIFIC GOALS

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

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

	The specific goal/s allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system)
Prom	tion of South African owned enterprises	20	
	DECLARATION WITH REGARD TO COMPANY/FIRM		
4.3.	Name of company/firm:		
4.4.	Company registration number:		
4.5.	TYPE OF COMPANY/ FIRM [tick applicable box]  Partnership/Joint Venture / Consortium  One-person business/sole propriety  Close corporation  Public Company  Personal Liability Company  (Pty) Limited  Non-Profit Company  State Owned Company		
4.6.	I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:  i) The information furnished is true and correct;  ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;  iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor of the company proof to the satisfaction of the organ of state that the claims are correct;	nay be required	to furnish
	<ul> <li>if the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not beer state may, in addition to any other remedy it may have –</li> <li>(a) disqualify the person from the tendering process;</li> <li>(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;</li> <li>(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrange cancellation;</li> </ul>	ements due to s	uch
	<ul> <li>(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the auditorial of the organization of the side of the state for criminal prosecution, if deemed necessary.</li> </ul>	acted on a fraud alteram partem	fulent (hear the
	SIGNATURE(S) OF TENDERER(S) SURNAME AND NAME: DATE:		

On behalf of Ngwelezana Tertiary Hospital, we hereby invite you to quote for the below services as per specification.

# (TECHNICAL SPECIFICATION

# 1.1 GENERAL

Tics TECHNICAL SPECIFICATION shall be read in conjunction with all other sections of the SPECIFICATION and cognisance shall be taken of the clauses relevant to this particular installation, whether any specific clauses are referred to or not. **Note to Contractors:** 

- 1. Works to be completed within 21 working days from receiving an official order.
- 2. This office to be notified in advance to arrange for an onsite inspection after completion of the installation so as to finalize the payment.
- 3. The scope of work/ specifications is specific to Ngwelezana Hospital and all bidders are required to attend the compulsory site briefing.
- 4. No work can commence without prior authorisation by the chief artisan / Artisan foreman of the Facility.
- 5. A kick off meeting is compulsory and the bidder who will be awarded the job must notify the Facility and the <u>chief artisan</u> in charge of the start date so that a kick-off meeting can be scheduled and conducted three days before the work start date.
  - 6. The following items to be quoted on:
  - Removal and disposal of the existing waste area.
  - Digging of trenches.
  - Supplying and installation of the new items (Plumbing, building & Electrical).

# 2. NOTES TO BIDDERS

- 1. All work is to be carried out to the approval of the department by skilled and qualified workmen and in accordance with the methods prescribed in SABS code of practice.
- Contractors are urged to ensure that safety measures as per the Occupational Health and Safety (OHS) Act are in place before any work is undertaken.
- 3. All dimensions and sizes shall be checked and confirmed before any work is undertaken or materials ordered. Any discrepancies shall be brought to the attention of the project leader immediately.
- 4. All work is to be carried out as per the Bill of Quantities (BOQ) and technical specifications as issued with this document-no alterations will be allowed unless the project leader grants prior authority.
- 5. The Department of Health reserves the right to negotiate prices in the Bill of Quantities.
- 6. All materials used in this contract shall be that which is specified or other approved.
- 7. Contractors are advised to visit site to acquaint themselves with the site and the layout of the institution as no claims on the grounds of ignorance of the locality/siting or access to the institution will be entertained later.
- 8. Contractors are informed that living on the institutions premises during the contract is not allowed and arrangements for accommodation will have to be made.
- 9. All rates for items contained in this Schedule of Prices must be computed excluding the applicable VAT.

- 10. All rates guoted shall be inclusive of transport, labour and profit but exclude VAT.
- 11. All work is to be executed in accordance with the instructions issued by the manufacturer of the material/equipment being used.
- 12. The institution is fully functional and occupied. Care must be exercised that daily functioning of the institution and safety of staff and visitors is not compromised in any way.
- 13. The whole installation shall be in accordance with the Occupational Health and Safety Act 85/1993 as amended and all regulations framed therein shall be carried out to the satisfaction of the Department of Health.
- 14. Competent workmen skilled in their trade shall carry out all work. Quality shall be of the best standard practice and all workman-ship will be subject to the approval of the Department of Health.
- 15. The work shall at all times, for the duration of the contract, be carried out under supervision of a skilled and competent representative of the Service Provider, who will be able and authorized to receive and carry out instructions on behalf of the of the Service Provider. A sufficient number of workmen shall be employed at all times to ensure satisfactory progress of the work.
- 16. All apparatus, component parts, fittings and materials employed in the execution of the Contract shall be new and unused and shall be the latest type or pattern of the particular manufacture employed and SABS approved. S.A.B.S. mark bearing items shall be used wherever possible.
- 1 The complete installation shall be maintained as specified in this particular specification after acceptance in writing by the Department of Health.
- 18. The complete installation must be guaranteed against defective parts and workmanship for the period specified after the date of issue of the Completion Certificate. This period shall run concurrently with the maintenance period.
- 19. Tenderers are advised to visit the site and acquaint themselves fully with the site conditions and nature and full extent of work involved prior to submitting their bid. Claims on the grounds of insufficient information in such respects or otherwise will not be entertained by the Administration.
- 20. The Department of Health reserves the right to make emergency repairs to keep the equipment in operation without voiding the Contractor's Guarantee, nor relieving the Contractor of his/her responsibility during the guarantee period when, after proper notice, the Contractor fails to attend to such emergency repairs. All costs incurred by the administration under these circumstances will be for the account of the Contractor.
- 21. The bidder will not be adjudicated on the Price only. The bidders will be adjudicated based on the cheapest COMPETENT, RE-SOURCED and COMPLIANT bidder
- 22. With effect from the date of the First Delivery Certificate the Contractor shall at his own expense undertake the regular servicing of the installation during the maintenance period and shall make all adjustments necessary for the correct operation thereof. If during the said period the installations is not in working order for any reason for which the Contractor is responsible, or if the installations develops defects, he shall immediately upon being notified thereof take steps to remedy the defects and make any necessary adjustments. Should such stoppages however be so frequent as to become troublesome, or should the installations otherwise prove unsatisfactory during the said period the Contractor shall, if called upon by the Department, at his own expense replace the whole of the installations or such parts thereof as the Department may deem necessary with apparatus specified by the Department.

# 3. SCHEDULE OF RATES

# 3.1 TITEMS AND PRICING

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

# 3.2 TAX AND DUTIES

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

# 3.3 RATES

Except where provision is made in the Schedule of Rates, the rates and prices inserted shall be the full rates and prices for the service delivered described under the respective items and shall cover all <u>labour, transport, overhead charges and profit, etc.</u> as well as the <u>general liabilities, obligations and risks arising out of the Conditions of Contract</u>, the overhead charges and profit being spread proportionately over the rates of the relative items in the Schedule of Rates.

# 4. STANDARDS

The supply and installation of the all items in the document and its associated equipment specified, must comply with the latest requirements of:

- i) The Occupational Health and Safety Act (Act 85, 1993) as amended.
- ii) IUSS Health Facilities Guide
- iii) Kwazulu-Natal Department Of Health Policy Document For The Design Of Structural Installations

# 5. POGRAMMING OF WORKS

- The contractor shall notify the institution (5) days prior to carrying out any site work.
- Contractor shall finish this work within (21) days counting from the date of site handover, unless other strong and valid reason is stated.

# 6. TESTING AND COMMISSIONING

The areas shall be inspected before handing over to Department of Health: <u>chief artisan</u>. There shall be an inspection program submitted to the DoH Engineer by the service provider prior to the testing and commissioning and the tests and commissioning shall be witnessed by the Department of Health: Provincial <u>Infrastructure Engineer</u> or his/her representatives.

# 7. THE SITE

The site is at Ngwelezana Tertiary Hospital.

# 8. SCOPE OF WORK AND BOQ

Please see Annexure for detailed specifications of items / material. The scope of work includes the following;

Item	DESCRIPTION	UNIT	QTY	RATE	E/ UNIT	ТОТ	ΓAL
				R	С	R	С
	INSTITUTION: NGWELEZANA TERTIARY HOSPITAL SITE: Ngwelezana hospital						
	All equipment and material used in this contract is to be that which is specified or other approved. Quantities are provisional and shall be Re-measured after completion.						
	<b>NB.</b> Tenderer to take note that no staff are allowed to reside on site. Only a security guard is allowed in the contractor's site establishment after hours.						
	Site preparations /levelling of ground						
<u> </u>	Construction site must be cleaned before work is executed, this work involves the removal of roots of tress, debris and leveling ground area. Preparing of painting of walls, window frames & doors.						
1.	Tenderer is advised to <b>ENSURE</b> that each completion of the above should be approved by the <b>Chief Artisan / artisan foreman</b> of the facility.	Unit	Item				
2.	Excavation, Earthwork PCC and Foundation						
2.1	Allow for excavation in pick-able soil & hard soil for digging of trench (700mm depth x 500mm wide ) (2.5 x3 M)	M²	7.5				
2.2	Supply and spray 'Pre-Treat'/ Pre-construction Termite Treatment / soil poisoning after excavation for laying of slap to protection against any plantation, weeds, grass etc. (certificate is required )	M²	7.5				
2.3	Soil removed from excavation to be used to areas which will be identified on site.	Unit	Item				
2.4	Supply and lay DPC plastic sheet black/green <b>250 micron</b> SABS approved <b>1500mm</b> wide.	M <sup>2</sup>	7.5				
2.5	Supply and lay Y-12 / 12mm bars in a box form/shape ties (Y-8) 150mm apart for reinforcement. Allow to use bending wire for ties.  Box dimensions: 11M long x 400mmwide x 180mm high	M <sup>2</sup>	7.5				
2.5	Supply and lay 30MPa concrete inside trench(250mm high x 500 mm wide) and lay						
2.6	concrete slap for foundation 75mm thick reinforced by REF: 193 MASH WIRE using 25MPA.	M²	7.5				
2.7	Supply and lay concrete slap for foundation 75mm thick reinforced by REF: 193  MASH WIRE using 25MPA concrete strength.						
3	Erection of walls						
3.1	Supply and brick up foundation using hard burned common bricks.	unit	item				
3.2	Supply and brick up internal walls using hard burned common bricks.	unit	item				
3.3	Supply and brick-up outer part of wall using Country Classic Travertine face brick SABS approved. Allow using of grinder for cutting of bricks.	unit					
ر.ر	Both interior and exterior wall height must 2.5M front and 2.2M at the back this		item				

	include concrete louver ventilation bricks at the centre of wall.	1				
	supply and install concrete louver ventilation bricks 1.5meters from the floor up to	unit	-	-		+
3.4	1.9meters		sum			
	Allow 2.8mm thick galvanized brick force for every three course.					
	Allow 8 – 13mm thick mortar (load bearing) for both horizontal and vertical joints.					
	Allow using of joint filler for every course.					
	Allow to construct bull header by using Country Classic Travertine bricks for con-				ł	
3.5	structing window seals. Length to cover for each 1200mm	NO	3			
	Apply 8 – 13 mm thick building mixture, 15mm thick mixture for plaster	unit	item			
	erecting of the walls and plaster Ratio / mixture 3:1 using black cement 42.5N mix, The mixing of the materials is to be done on a hard surface.					
	Tenderer is advised to ensure that Plaster & building Sand is free from all impurities					
	and is of good quality for building & plastering.					
	Cement: unless otherwise specified is to be Portland cement of normal setting					
	quality, is to comply with SANS Specification <b>471</b> , and must be used fresh.					
	Cement containing more <b>Than 15% blast furnace slag will not be permitted to be used.</b>					
	Water: is to be clean, fresh and free from injurious amounts of acids, alkalis and other					
	Organic substances.					
	MEASUREMENT OF CONSTITUENT PARTS OF FLOOR FINISHES, TOPPINGS, SCREEDS AND PLASTER FINISHES: Cement, sand and stone chippings are to be Measured exactly by means of gauge boxes or purpose made wheelbarrows. Part					
	filling or Heaping of normal wheelbarrows will not be permitted.					
	The joints of all walls to be plastered are to be raked out as the work proceeds to form key					
	For plaster. All walls are to be carried up regularly so that no part is built more higher than the adjoining wall					
.6	Allow to hack out all flaking plaster up to satisfactory of the Department					
	Supply and thoroughly clean existing face bricks using heavy duty scrapping brush and spirit of salt.	unit	item			
	<u>Tenderer must take note</u> that spirit of salt is hazardous chemical therefore safety					
,	precautions must be adhered i.e. wearing of musk, goggles and acid long gloves be					
.7	worn.					
	Supply and install 5mm thick expansion joints every 1000mm till the end of	NO	10			
	11meters. Slap must be at 45 degrees at the corner of the building.					
.8	Tenderer is responsible in terms of levelness and soundness of floors.					
	Plastering interior of walls					
	Apply 15mm thick plaster to the wall Ratio / mixture 3:1 using black cement 42.5N mix, The mixing of the materials is to be done on a hard surface.	M²	12.2			
	Tenderer is advised to ensure that Plaster Sand is free from all impurities and is of good quality for plastering.	IVI	13.2			
	Cement: unless otherwise specified is to be Portland cement of normal setting					
1	quality, is to comply with SANS Specification 471, and must be used fresh. Cement					
.1	containing more Than 15% blast furnace slag will not be permitted to be used.					

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	Water: is to be clean, fresh and free from injurious amounts of acids, alkalis and other Organic substances.					
	MEASUREMENT OF CONSTITUENT PARTS OF FLOOR FINISHES, TOPPINGS, SCREEDS AND PLASTER FINISHES: Cement, sand and stone chippings are to be Measured exactly by means of gauge boxes or purpose made wheelbarrows. Part filling or Heaping of normal wheelbarrows will not be permitted.					
	The joints of all walls to be plastered are to be raked out as the work proceeds to form key  For plaster. All walls are to be carried up regularly so that no part is built more higher than the adjoining wall. Allow to hack out all flaking plaster up to satisfactory of the Department.	,				
	NB: allow to plaster 1200 high from the floor					
	Painting interior of walls					
4.2	Allow to prepare walls, clean and apply crack filler. Before painting	Unit	Item			
	Supply and paint new plastered walls with two (2) coats plaster primer.	M <sup>2</sup>	13.2			
<i>(</i>	alkali resistance for concrete and bricks , off-white UC56 product code  SKU81416849					
4.4	Supply and paint walls with two (2) coats <u>industrial Epoxy floor paint</u> guarantee. Tenderer is advised to ensure that second coats shall be applied after 24 hours and approved by Chief Artisan or Artisan Foreman in charge	M²	13.2			
5.	ventilation / mash					
3.1	Supply and install mash galvanized metal <b>25mm x25mm x0.48mm thick</b> material thickness. To cover inside part of louver bricks.	unit	item			
4	Doors & frames					
	Supply and install hot deep galvanized louver door complete industrial frame. Door must come complete with handles, lock set with two keys SABS approved.	NO	01			
4_1	Galvanized hinges two on top and one at the bottom. Two hinges +/- 300 mm spaced apart from each other. (hinges are not to be welded on frame before galvanization)					
5	Gutters and Down Pipes					
	Supply and install (150x150mm) Long Span aluminium gutters coated in white by the Manufacture, Heavy duty industrial 0.58mm thick with complete Bends, Shoes and stop ends.	М	3			
5.1	Tenderer is advised to ensure that no joints to be made on gutters. Gutter must cover all areas that will be identified on site briefing tenderer is allowed to take his own measurement					
4.2	Supply and install gutter aluminium gutter bracket complete with mounting screws.	unit	item			
4.3	Supply and install fibre cement fascia board Painted with two (2) coats of plaster primer (10mm thick x 300 mm wide x 3600mm long) complete with steel Fascia straight joiner (12mmx225 mm)	М	6		==	
4.5	Supply and install (76x50x0.58mm) Aluminium down pipe including all shoes end caps and bends to cover 3000mm height .Allow mounting of down pipe to up right pole, flow must be directed to storm water drain.	NO	1			

	Electrification				
5.1	Supply and install indoor steel <b>13mm MCB 8way</b> mount flush distribution box white in colour. SABS approved.IP40 Samite, natural bar clip-into rail with door <u>code</u> : <u>SAM 116</u> , Distribution box must come complete with CBI earth leakage <b>63A</b> . Circuit breakers CBI 20A X1 and CBI 10A x1 and blank covers, allow labelling of distribution board		01		
5.2	Supply and install 16mm x2 core ECC cable feeding from non-essential point. Install 32mm galvanized hospital saddles pipe for down pipe allow glands and shroud where necessary	unit	item		
5.3	Supply and install <b>\$2000</b> double socket out let complete with cover, wall mounted box galvanised, PVC conduit 20mm SABS approved.	NO NO	1		
5.4	Supply and install <b>S2000</b> double lever switch complete with cover, wall mounted box galvanised, PVC conduit 20mm SABS approved.	NO	1		
5.6	Supply and install wall mounted light fitting Led flood light with a mounting bracket, 100W, IP65  NB: all light fittings must be controlled 16A daylight.	NO	2		
5.8	Supply all necessary electrical connex i.e. 20mm conduit, lugs, screws, PVC glue, 2.5mm house wire. 1.5mm house wire, wall plugs etc.	unit	item		
5.9	Earthing: allow bonding on all metal frames i.e. roof using aluminium rod, 35mm house wire lugged to earth spike.	unit	item		
5.10	Wiring shall be done in accordance with the SABS Code of practice for wiring of premises, SABS 0142. Tenderer must allow for issue Compliance Certificate after completion of the electrical wiring	NO	01		
6.	PLUMBING				
6.1	Excavation in a soft and hard soil. Allow cutting of concrete drive way	unit	item		
6.2	Supply and install PVC underground pipe 110mm outer diameter, 50 year guarantee SABS approved, heavy duty, and stiffness 300kpa.	М	item		
6.3	Supply and install PVC underground Y-junction and Roding eye twelve meters to each other apart, 110mm outer diameter, 50 year guarantee SABS approved, heavy duty, and stiffness 300kpa.	NO	item		
5.4	Supply & construct drain of the standard size complete with connex, water drain must be channelled to the nearest sewer line/ main hole. floor slap must allow free flow of water to the drain	NO	01		
5.5	Supply and install class 2 copper pipe full length 22mm diameter SABS approved, heavy duty.	N0	sum		
5.6	Supply all necessary plumbing connex i.e. 22 to 15 mm reducer compression, 35 to 22mm reducer compression, flexible pipes, straight coupler, Tee-piece, elbow etc.	unit	item		
5.7	Allow laying pouring of fine river sand before and after burial of sewer pipe	M <sup>3</sup>	2.45		
5.8	supply and install no hole medical hand was basin 600mm width	NO	1		+
5.9	Supply and install medical elbow action mixer W/T ¼ turn ceramic disc, wall type mixer, chrome, BSP male inlet, aerated swan-neck swivel outlet, fixed bent inlet connections and hook for swivel outlet, SANS 226 Type 2.	NO	1		
	Supply all necessary connex for installation of sink & Tap: flexi pipes, class 2 copper pipes 15mm, 50mm discharge, 90 & 40 degrees 50mm IE PVC elbows, chromed bottle trap, 15mm elbow DR SABS approved etc.	Unit	Item		

	(V				
8	Tiling Interior of the Building				
	Supply and install 300 x 300 x 8.6mm thick first grade "Johnson Kerastar Themis" or other approved by the Department of Health Facilities Management. Floor tiles must be laid with a maximum of 2.5mm wide joints continuous in all directions including a maximum of 5mm thick spacers must be used.				
8.1	Tile skirting shall be 100mm high of the same tiles. Super fine antibacterial epoxy grout must be used.	M <sup>2</sup>	7.5		
8.2	Supply and install 12mm Aluminium tile edging strip	М	13.2		
8.3	Supply and install 200x200 MWB Matt White First Grade Johnson wall tiles. Wall tiles must be laid with a maximum of 2.00mm wide joints continuous in all directions including a maximum of 5mm thick spacers must be used.  Walls must be chipped and prepared up to satisfactory of the Department prior to installation of tiles.	M <sup>2</sup>	0.36		
	Preparation and installation	unit	Item		
	Make sure that surface is dry, clean, flat and firm. Check screen, substance and foundation are set for tiling Make sure there are expansion joints in the screed.  Make sure you mare using correct adhesive (professional) for application. Only one mix enough adhesive to muse within one hour. All tiles must be fully embedded using a rubber mallet. (crack tile / poor workmanship will not be accepted)  Do not butt join tiles, allow using 5mm spacing joints between tiles. Make sure that all joints area clean, apply professional  Apply grout using a rubber squeegee. Grouting (professional water proof tile) should be 24hours after the installation of tiles to allow the tils to set properly.  With a damp cloth, grout off and easy clean, cleaning are recommended.  Tenderer is advised that after completing preparation to call Chief Artisan or Artisan foreman for approval.		item		
9.	Roof				
9.1	supply and install 152 width x 38 mm thick x 4 M long S.A. pine treated	N0	4		
	Supply and install 76x50mm SA Pine Treated Purlins, every 900mm apart. Tenderer must ensure that 50mm side of purlins must seat on rafters.				
9.2	Tenderer is advised to ensure that all purlins are to be fixed to the supporting rafters by at least one Nail Skew driven from the direction of the ridge. Where Purlins are to be fixed at more than 900mm centres, at least two (2) Nails must be used every fixing point.	NO	5		
	Supply and install <b>0.58mm thick Kliplock 700 Heavy Industrial</b> galvanized <b>Z 200</b> shelter roofs sheeting with a global tech 500 finishes on one side fixed to lip channels. The roof sheeting is to be secret fixed with appropriate brackets.  The Kliplock <b>700 Heavy duty</b> Industrial <b>Z 200</b> galvanized roof sheeting shall be Grass Green in colour on top and underneath the roof sheeting shall be	M²	14		
9.3	The thick Kliplock 700 Heavy duty Industrial galvanized Z 275 roof sheeting and rib caps must be supplied and coated <b>Grass Green</b> with special coating by the Roof sheeting length: <b>4 meters each</b>				
9.4					
<del>.</del> 1	Supply and install higher orders whether signers. Divid Disable and wild by the signers.				
	Supply and install biohazardous waste signage .Rigid Plastic material, Yellow back-				

	ground with Black markings. Chamfered corners, numbered or alphabetic. Size 600 mm X 500 mm. 10mm bolts. To be bolted / wall screwed on concrete wall					
	Written in both English and IsiZulu					
	WARNING: BIOLOGICAL HAZARD					
	Unauthorised entry in no allowed					
	Rigid Plastic material White,					
	red background black in words					
7	Preparation and installation	unit	Item			-
	Make sure that surface is dry, clean, flat and firm. Check screen, substance and foundation are set for tiling Make sure there are expansion joints in the screed.					
	Make sure you mare using correct adhesive (professional) for application. Only one mix enough adhesive to muse within one hour. All tiles must be fully embedded using a rubber mallet. (crack tile / poor workmanship will not be accepted)					
	Do not butt join tiles, allow using 5mm spacing joints between tiles. Make sure that all joints area clean, apply professional					
	Apply grout using a rubber squeegee. Grouting (professional water proof tile) should be 24hours after the installation of tiles to allow the tils to set properly. With a damp cloth, grout off and easy clean, cleaning are recommended.					
	Tenderer is advised that after completing preparation to call Chief Artisan or Arti-					
	san foreman for approval.					
	Any damages occurred during this contract tenderer must repair damages at his/her own cost. E.g. Window glasses, roof, etc.	unit	item			
	Service provider shall produce the final disposal certificate from an authorised landfill site for garden refuse disposal.	unit	item			
	Disposal certificate shall reflect the drivers and driver's details, nature and quantity of refuse and authority stamp.					
	Tenderer will be financial responsible for environmental rehabilitation for any negative environmental impact occurred during and after the operations.					
	Damage to existing buildings - Tenderers to note that any damages done or occurring to any of the buildings will be repaired at the expense of the contractor/ Tenderer.	unit	Item			
	d To Collection Summary PS 1				 	

# 9. GUARANTEE AND MAINTENANCE

The contractor is to allow for construction and installations included in this specification, for the full 12-month guarantee period.

# 10. General

The Contractor shall guarantee and maintain the Contract Works for a period of twelve months (12) after Practical Completion of construction.

During the maintenance period the Contract Works shall be maintained as per manufacturer's recommendation by the Contractor and any defective material, equipment or workmanship (excepting proven, wilful or accidental damage, or fair wear and tear) shall be made good with all possible speed at the Contractor's expense and to the satisfaction of the client.

# 11. Making Good

When called upon by the client the Contractor shall make good on site and shall bear all expense incidental thereto including making good of work by others, arising out of removal or reinstallation of equipment. All work arising from the implementation of the guarantee or maintenance of equipment shall be carried out at times which will not result in any undue inconvenience to users of the equipment or occupants of premises. If any defects are not remedied within a reasonable time the Department may proceed to do the work at the Contractor's risk and expense, but without prejudice to any other rights which the client may have against the Contractor.

# 12. Latent Defects and Failure to Comply with Specification

The Department reserves the right to demand the replacement or making good by the Contractor at his own expense of any part of the Contract which is shown to have any latent defects or <u>not to have complied with the Specification</u>, notwithstanding that such work has been taken over or the guarantee period has expired.

# 13. Qualification by Tenderer

Should any specified materials or equipment in the Tenderer's opinion be of inferior quality, or be unsuitably employed, rated or loaded, the Tenderer shall prior to the submission of his tender advise the Client accordingly. His failure to do so shall mean that he guarantees the work including all materials or equipment as specified.

# 14. STANDARD PREAMBLES TO ALL TRADES

The Tenderer shall carry out all work according to the Standard Preambles to all Trades. The standard preambles can be obtained from Department of Health Facilities Management.

# 14.2. WALL TILES

The Ceramic wall tiles to wall in showers shall be "Johnson MWB4" Matt White – <u>Size 200mm x 200mm</u> First Grade or other approved by the Department of Health Facilities Management with water resistant anti – bacteria epoxy grouting.

# 113 FLOOR TILES:

The fenderer shall supply and install floor tiles in Kitchenette area floor, and the tiles shall "Johnson & Jason Kerastar Thermal size-300 x 300 x 8mm.

Floor tiles in gas storage area shall be Non Slippery or other approved by the Department of Health Facilities Management with Antibacterial adhesive.

The floor tiles shall be grouted with water resistant antibacterial super fine epoxy grouting.

PROVINCE OF KV	VAZULU-NATAL - DEPARTMENT OF HEALTH	
ESTIMATE FORM:	The state of the s	
SUBMIT TO:	FOR ATTENTION:	
INSTITUTION:	REF NO.:	
SCOPE OF WORK:		
I/We hereby quote for the above work in accordan	nce with the conditions as specified in Contract Document.	
Materials, component/ancillary parts: Firm Price. provided.	When applicable a detailed list of materials etc. showing unit	costs shall be
A. Quoted for Bought Out Items	(Excluding VAT)(Carried forward)	_R
Mark Up @ % (Maximum M	lark Up = 20% for values R0.00 to R299 999.99)	R
Mark Up @ % (Maximum M	lark Up = 15% for values R300 000.00 to R500 000.00)	R
Mark Up @ % (Maximum Mar	k Up = 13% for values over R500 000.00)	
B. Quoted for Proprietary Items	(Excluding VAT)(Carried forward)	R
C. Quote for Sub-Contract Items	(Excluding VAT)(Carried forward)	R
Mark Up @ %		R
D. Labour, Travelling, Subsistence and Trar etc. quoted for. (Excluding VAT) (Bro	nsport. This price shall be firm in respect of materials ught forward)	R
E. Less credit for redundant materials, parts	and equipment if applicable	R(
		)
	SUBTOTAL	R
	VAT @ %	R
F. This Price in SA Currency firm for 90 d be exceeded. To be measured on completion.	lays from date of the estimate quotation and shall not	R
Time required for completion weeks from	n receipt of official order.	
NAME OF SERVICE PROVIDER:		
JIDB REGISTRATION NUMBER		
PROVINCIAL SUPPLIERS DATABASE REGISTR		
SERVICE PROVIDER'S AUTHORISED SIGNATU	RE: QUOTE REF N	0
NAME IN BLOCK LETTERS:		
COMPANY STAMP:	DATE:	
		[D

# 11. Evaluation criteria

No.	DOCUMENT	REQUIREMENT	PROVIDED
			(YES/NO)
1.	Proof of minimum CIDB Grading met	Mandatory	
2.	Trade Certificates of qualified personnel's in construction environment Builder, Plumber & Electrician.  Attach trade test for each mentioned	Mandatory	
3.	The contractor to submit 1 projects of similar nature completed over the 3 three years with traceable	Mandatory	

	references. Proof of completion certificate attached.	
4.	Submission of a Safety Plan and Programme specifying type of work to be carried out.	Mandatory

10. Your quotation must be submitted to the following address:

POSTED

Department of Health Thanduyise Road

Ngwelezana Tertiary Hospital Ngwelezana Hospital

Private Bag X 20021 Empangeni

Empangeni

3880

**DELIVERED** 

# 11. PERIOD OF CONTRACT

21 days is the Contract Period for the completion of the Work from date of Site handover.

# **CONTACT PERSON PERTAINING TO SPECIFICATION**

Name : Mr. T.G. Ngubeni

Telephone Number : (035) 901 7125

Fax No. : Nil

Execution Period : 21 days

CIDB Rating required (attach proof) : \$\\$GB\$ and Above

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