



Quotation Advert

Opening Date: 03/11/2023
Closing Date: 10/11/2023

Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: St Marys Marianhill Hospital
Province: KwaZulu-Natal
Department of entity: Department of Health
Division or section: Central Supply Chain Management
Place where goods/
service is required: No.1 Hospital Road, Abbot Francis Monastery, Marianhill 3610
Date Submitted: 03/11/2023

ITEM CATEGORY AND DETAILS

Quotation number: ZNQ: SMM/261/24
Item Category: Services
Item Description: RENOVATION OF DOCTORS FLAT
Quantity (if supplies): SEE SPECIFICATION

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Compulsory Site Meeting
Date: 07/11/2023
Time: 11:00AM
Venue: ST MARY'S DISTRICT HOSPITAL MARIANHILL

QUOTES CAN BE COLLECTED FROM: PLEASE DOWNLOAD QUOTES

QUOTES SHOULD BE DELIVERED TO: ST MARY'S DISTRICT HOSPITAL MARIANHILL-TENDER BOX @01 Hospital Road, Marianhill (Pinetown)

ENQUIRIES REGARDING ADVERT MAY BE DIRECTED TO:

Name: MS. ND Gwala OR MS. SC Khumalo
Contact number: 031 717 1025

Finance Manager Name: Mr. S Mthethwa Finance Manager Signature

OFFICIAL PRICE PAGE FOR QUOTATIONS OVER R2 000.01

QUOTE NUMBER: ZNQ /SMM ,23 _24

DESCRIPTION: RENOVATION OF DOCTORS FLAT

PREFERENCE POINTS WILL BE ALLOCATED ACCORDING TO THE IMPLEMENTATION OF SPECIFIC GOALS IN TERMS OF PPR 2022:	POINTS ALLOCATED
Promotion of enterprises located in the catchment area of the institution for work to be done/ services to be rendered in that catchment area	<input type="text" value="20"/>

ICN NUMBER	QUANTITY	UNIT OF MEASURE	DESCRIPTION	BRAND & MODEL	COUNTRY OF MANUFACTURE	PRICE	
						R	C
			SUPPLY OF:				
	1	UNIT	RENOVATION OF DOCTORS FLAT				
			SEE ATTACHED SPECIFICATION				
			TO SUBMITTED WITH QUOTATION				
			SD REGISTRATION REPORT				
			TAX CLEARANCE CERTIFICATE				
			PROOF OF CATCHMENT AREA TO BE ATTACHED				
			AWARD WILL BW BASED ON SPECIFIC GOAL				
			FAILURE TO DELIVER ON SPECIFIED PERIOD WILL ATTRACT PENALTY				
			PLEASE HAND DELIVER DUE TO UNRELIABLE NETWORK, EMAILED QUOTATION MAY NOT REACH US ON TIME				
VALUE ADDED TAX @ 15% (Only if VAT Vendor)							
TOTAL QUOTATION PRICE (VALIDITY PERIOD 90 Days)							

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

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

NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____
 (By signing this document, I hereby agree to all terms and conditions)

CAPACITY UNDER WHICH THIS QUOTE IS SIGNED: _____

DATE: _____

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

1 Definitions

The following terms shall be interpreted as indicated:

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

2 Application

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

3 General

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

4 Standards

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

5 Use of contract documents and Information; Inspection.

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

6 Patent rights

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

7 Performance security

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

8 Inspections, tests and analyses

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

9 Packing

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

10 Delivery and documents

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

11 Insurance

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

12 Transportation

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

13 Incidental services

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

14 Spare parts

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

15 Warranty

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

16 Payment

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

17 Prices

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

18 Contract amendments

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

19 Assignment

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

20 Subcontracts

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

21 Delays in the supplier's performance

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

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

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

SPECIAL CONDITIONS OF CONTRACT

1. AMENDMENT OF CONTRACT

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

2. CHANGE OF ADDRESS

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

3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

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

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

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

5. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS

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

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

6. SAMPLES

6.1. In the case of the quote document stipulating that samples are required, the supplier will be informed in due course when samples should be provided to the institution. (This decreases the time of safety and storage risk that may be incurred by the respective institution). The bidders sample will be retained if such bidder wins the contract.

- (i) If a company/s who has not won the quote requires their samples, they must advise the institution in writing of such.
- (ii) If samples are not collected within three months of close of quote the institution reserves the right to dispose of them at their discretion.

6.2. **Samples must be made available when requested in writing or if stipulated on the document.**

- If a Bidder fails to provide a sample of their product on offer for scrutiny against the set specification when requested, their offer will be rejected. All
- (i) testing will be for the account of the bidder.

7. COMPULSORY SITE INSPECTION / BRIEFING SESSION

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

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

(ii) Date: 07 / 11 / 2023 Time: 12 : 00PM Place: St Mary's Ditritch Hospital Marinahill

Institution Stamp:	Institution Site Inspection / briefing session Official: Full Name: _____ Signature: _____ Date: _____
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8. STATEMENT OF SUPPLIES AND SERVICES

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

9. SUBMISSION AND COMPLETION OF SBD 6.1

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

10. TAX COMPLIANCE REQUIREMENTS

10.1. In the event that the tax compliance status has failed on CSD, it is the suppliers' responsibility to provide a SARS pin in order for the institution to validate the tax compliance status of the supplier.

10.2. In the event that the institution cannot validate the suppliers' tax clearance on SARS as well as the Central Suppliers Database, the quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.

11. TAX INVOICE

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

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

12. PATENT RIGHTS

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

13. PENALTIES

13.1. If at any time during the contract period, the service provider is unable to perform in a timely manner, the service provider must notify the institution in writing/email of the cause of and the duration of the delay. Upon receipt of the notification, the institution should evaluate the circumstances and, if deemed necessary, the institution may extend the service provider's time for performance.

13.2. In the event of delayed performance that extends beyond the delivery period, the institution is entitled to purchase commodities of a similar quantity and quality as a substitution for the outstanding commodities, without terminating the contract, as well as return commodities delivered at a later stage at the service provider's expense.

13.3. Alternatively, the institution may elect to terminate the contract and procure the necessary commodities in order to complete the contract. In the event that the contract is terminated the institution may claim damages from the service provider in the form of a penalty. The service provider's performance should be captured on the service provider database in order to determine whether or not the service provider should be awarded any contracts in the future.

13.4. If the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance.

14. TERMINATION FOR DEFAULT

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



END-USER SPECIFICATION FORM

Quote Number: _____

Item Description: RENOVATIONS OF DOCTORS FLAT

Department/Section: SYSTEMS (MAINTENANCE) Purpose of Item: ENSURE STAFF ENVIROMENT IS SAFE

1. Pre-qualification criteria if any:

1.1. Is the item required to have a regulatory body certification (e.g. SABS, SANS, SANAS, ISO, CIDB, etc.)? Yes / No:

Regulatory Body / certification required if Yes: _____

1.2. Is a compulsory site inspection / briefing session required? / YES

If Yes, specify Date ____/____/____ Time ____:____ Place ST MARYS DISTRICT HOSPITAL

1.3. Is local production and content part of the quote? Yes / No

if Yes, specify: N/A

1.4. Provisions of section 4(1)(a) of the PPPFA Regulations,2017 if applicable? Yes / No

if Yes, specify: _____

1.5. Liability Cover insurance? Yes

if Yes, specify: N/A

2. What is the specification of the required item?

List specifications to be advertised	Comment
1. Kindly see attached specification	
2.	
3.	
4.	
5.	

3. Does a sample need to be submitted? Yes / No(select option 3.1 or 3.2)

3.1. Deadline for submission if Yes: Date ____/____/____ Time ____:____ Place _____

or

3.2. Specify that samples must be made available when requested in writing. Yes or No

4. Penalties to be noted by the suppliers:

4.1. 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.

List evaluation criteria / special terms and conditions to be advertised (if applicable)	
1. Pre-qualification criteria	Does the offer meet the pre-qualification criteria?
2. Administrative	Does the offer comply to stipulated administrative requirements?
3. Conformance:	Was the product made or service performed to specifications?
4. Performance:	Will/does the product/service fulfil its performance obligation, in a manner that releases the supplier from all liabilities under the contract?
5. Features:	What characteristics does the product or service have?
6. Reliability:	How long can a product go between failures and the need for maintenance? (guarantee)
7. Durability:	What is the useful life for the product? How will the product hold up under extended use?
8. Serviceability:	How easy is it to repair, maintain or support the product or service? (customer support)
9. Ability & Capacity	The ability and capacity of the vendor to execute the contract
Preference points	Preferential Procurement System (80/20) if applicable

Name of End-user (in full)	<u>C. P. Ndoba</u>	Name of SCM Rep (in full)	
Designation / Rank (in full)	<u>ESMO</u>	Designation/ Rank (in full)	
Signature	<u>C. Ndoba</u>	Signature	
Date	<u>19/10/2023</u>	Date	

Standard End-User Specification Form

**DEPARTMENT OF HEALTH
PROVINCE OF KWAZULU-NATAL
ETHEKWINI DISTRICT**



KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

**RENOVATION OF DOCTORS ROOMS
(TECHNICAL SPECIFICATION)**

PROJECT LEADER: S.T NXELE

INSTITUTION : ST MARY'S HOSPITAL
DATE :

SCHEDULE OF RATES

WORK TO BE DONE AND SCHEDULE OF PRICES: RENOVATION OF DOCTORS ROOM

Item	Description	UOM	QTY	RATE/UNIT		TOTAL	
				R	C	R	C
	<p>NOTE: All rate for items contained in this schedule of prices must be filled including the applicable value added tax. All prices shall include labour and transport. The administration reserves the right to negotiate prices in the bill of quantities Meet comprehensive safety requirements according to OHS Act 85 of 1993. Reach a Health and Safety Memorandum of Agreement with the institution, and provide a Safety File and a Letter of Good Standing.</p> <ol style="list-style-type: none"> 1. The contractor to provide their own water and electricity. 2. The contractor is not allowed to sleep on site. 3. The contractor is not allowed to work during the weekends 4. All rubbles must be removed and contractor to comply with OHS Act 5. 10 weeks contract period. <p>REQUIREMENTS</p> <ul style="list-style-type: none"> ➤ CIDB GRADING – 1 EB, 1 SO AND 1 GB ➤ AT List 2 proofs of previous awarded projects dealing with renovation. Copy of order and completion certificate 						
	PAINTING						
1.	Prepare and refill the walls and ceiling with poly filler for new painting.	m ²	162				
	Supply and paint interior ceiling with Acrylic white PVA, high quality matt finish with superior scrubbability and enhanced stain resistance.	m ²	52				

	Supply and paint interior wall with <u>Acyrlc vanilla mist PVA, high quality matt finish with superior scrubbability and enhanced stain resistance.</u>	m ²	110				
	Tiling						
2.	Remove an existing floor and wall tiles and prepare for new installation. Wall tiles Supply and install wall tiles of <u>200 x 200 x 6mm 'Johnson Matisse' white matt glazed ceramic tile fixed with an approved professional tile fix and antibacterial grout and make good.</u> Floor tiles Supply and install floor tiles of <u>600mm x 600mmx 8,3 -8,5 full bodied Porcelain Tiles in compliance with UPEC specifications with joints varying from 3mm -5mm (Colour to be uniform light colour to be selected by hospital management) using approved professional tile fix and antibacterial grout and make good.</u>	m ²	13				
		m ²	52				
3.	<u>For doors windows and frames;</u> <u>supply and apply none drip enamel satin sheen, heat steam and stain resistance, odourless, lead free paint with minimum 7 year quarantee.</u>						
	Windows						
4.	Remove and replace 3x damage glass window of 270mm x 215mm. Supply and install mosquito net Supply and install air ventilator	m ²	5				

	<p>Metal windows must be painted with white gloss metal paint</p> <ul style="list-style-type: none"> ▪ 900mm x 500mm metal window ▪ (1.5m x 1.2m) x3 metal window 						
	Doors and frames						
5.	<p>Two main doors must be painted with dark vanish.</p> <p>Supply and install new internal doors and paint all internal doors with white gloss enamel wood paint high quality stain resistance.</p> <p>Frames</p> <p>Paint all 4 metal door frames with white metal paint</p> <p>Supply and install gate mechanism for the outside gate. Supply and install max door 2mx1m folding gate for the front door</p>	No.	2				
		No.	4				
		No.	4				
	Kitchen						
6.	<p>Remove an existing kitchen scheme and install with new. built in cupboard of 1800mm x 520mm x 900.</p> <p>Supply and install single bowl sink with wall mounted kitchen mixer.</p> <p>Remove a sink tap from the corner to other side and install 1300 x 600mm x 900 and install built in cupboard.</p> <p>Remove 4m² existing wall tiles and replace with new 200mm x 200mm white ceramic wall tiles.</p>						
	Ablution room						

<p>Replace with new toilet floor mounted ceramic toilet W/C the pan must be rimless toilets of 375 x 700 x 815mm pan with cistern capacity 6L big flush and 3L small flush. The toilet must be front flush.</p> <p>Remove an existing bath tub and replace with standing shower cubicle with shower doors, shower mixer and shower head.</p> <p>The shower floor area need to be 900 x 900 made with bricks and needs to be connected to the shower trap and be waterproofed and install mosaic tiles.</p> <p>Supply and install new shower glass cubicle of 900mm x 900mm with sliding door.</p> <p>Supply and install stainless steel mirror finish shower head 200mm x 200mm made from plated brass chrome.</p> <p>Remove an existing and single tap and hand wash basin with stand and prepare for new installation.</p> <p>Supply and install new wall mounted hand wash white basin with floor pedestal set of 812 x 465 x 570mm.</p> <p>Supply and install new hand wash basin mixer single lever it must be connected to both cold and hot water it must be made from chrome plated brass. 10 year guarantee on brass body and 3 year guarantee on cartridge, heads parts.</p> <p>Supply and install new shower mixer single lever it must be connected to both cold and hot water it must be made from chrome plated brass.</p>						
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	<p>10 year guarantee on brass body and 3 year guarantee on cartridge, head parts. Remove an existing water pipe and replace with 15mm copper pipe of 40m and 22mm copper of 6m.</p> <p>Remove an existing drainage pipes and replace with 50mm PVC pipe of 20m and 110mm PVC pipe of 6m.</p> <p>Supply and install new 200L kwikot geyser 600KPA with a control valve supplying shower, hand wash basin and the kitchen sink. (Geyser needs to be supported with heavy duty brackets)</p> <p>The contractor must ensure the geyser is install according to kwikot spec for warranty matters.</p> <p>NB: all mixers, taps needs to have stopper (ball valve) for emergency repairs and leaks.</p>					
8.	ELECTRICAL					
	<p>Supply and install a new four-way complete distribution board.</p> <p>Supply and install 6mm x 20m airdec cables</p> <p>Supply and install 4x 4 box x 6 and 5 single plugs</p> <p>Supply and install stove isolator box</p> <p>Remove an existing light 7 light and install 5 gallery bowl all pin type.</p> <p>Supply and install 1 x LED fluorescent fitting 4ft</p> <p>Supply and install 1 flood light 50W</p>					

	Remove and install 4 single switches and 1 double switch all 2 x 4.						
	SUB - TOTAL						

COLLECTION SUMMARY

INSTITUTION : ST MARYS DISTRICT HOSPITAL
PROJECT : RENOVATION OF DOCTORS ROOMS

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

SUB-TOTAL	R		
ADD Provision for value added tax allow 15% of sub total			
TOTAL: CARRIED TO FORM	R		

Technical evaluation Criteria

The bidder needs to obtain minimum of 70 points to qualify

Deliverable	Returnable	Points	
1. Competency of tenderer on similar projects	At least completed 3 projects in the past 5 years. Award/Purchase Order that will show scope of works and the completion certificate that corresponds to the award/purchase order.	30 points	
2. Tenderer's Project Management Structure, Organogram and experience of technical resources proposed for this project.	Submission of detailed project organogram that shows roles and responsibilities of each technical team member made of Contracts Manager, Foreman, Health and safety and General Workers that will be allocated in this project.	15 points	30 points
	At least one technical resource has a proof of trade test in bricklaying / painter.	15 points	
3. Financial Capability	30% Proof of working capital In a form of bank statement not older than 1 month.	10 points	
4. Tenderer's Registration with minimum CIDB	Minimum CIDB-1 EB, 1 SO AND 1 GB Grading	30 points	

PART 1

1. GENERAL

1.1 SCOPE OF WORK

THE CURRENT SCOPE OF WORK BELOW ENTAILS BOQ

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

1.2 WASTE REMOVAL

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

1.3 SITE AND MODE OF PROCEDURE

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

1.4 CONTRACT DRAWINGS

There are no contract drawings issued together with this document.

PART 2

2 GENERAL TECHNICAL SPECIFICATION

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

2.1 STANDARDS

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

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

2.2 PROGRAMMING OF WORKS

The contractor shall notify the institution two (2) days prior to carrying out any site work. As the Facility is to remain fully operation for the duration of the works, work to be planned and executed so as to cause minimum inconvenience to the facility. Contractor shall finish the work within 8 weeks counting from the date when the order number has been issued, unless other strong and valid reason.

2.3 INSPECTION

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

PART 3

3. SCHEDULE OF RATES

All rates include supply material, deliver material and tools.

3.1 ITEMS AND PRICING

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

3.2 TAX AND DUTIES

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

3.3 RATES

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

No payment will be made for abortive work

6. EXECUTION PLAN

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

7. EXECUTION PERIOD

The work shall be completed within 8week from the date of the official order/letter of acceptance, failure to meet the timeframe Facility reserve a right to cancel the order.

9. FIRM PRICES

This tender /quote requires that all prices offered are firm.

If a non-firm price is offered, then contractor may be disqualified for not complying with Conditions of the Bid.

10. GENERAL REQUIREMENTS

Contractor to make special note of the following:

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

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

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

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

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

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

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

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

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

11. GUARANTEE

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

17. PENALTY CLAUSE

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

18. PROVINCIAL SUPPLIERS DATABASE AND CIDB

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

19. SPECIAL CONDITIONS OF CONTRACT

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

20. TAX AND DUTIES

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

21. UNSATISFACTORY PERFORMANCE

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

(a) Before any action is taken, the Facility shall warn the contractor by registered/certified mail that action will be taken in accordance with the contract conditions unless the contractor complies with the contract condition and delivers satisfactory service within a specified reasonable time (7 days minimum). If the contractor does not perform satisfactorily despite the warning the Facility will:

- (i) Take action in terms of its delegated powers.
- (ii) Make a recommendation to its Head Office for cancellation of the contract concerned.

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

22. VALIDITY PERIOD OF BID AND EXTENSION THEREOF

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

23. VAT

23.1 Quote prices must be included of VAT.

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

- (a) The name address and registration number of the supplier;
- (b) The name and address of the recipient;
- (c) An individual serialized number and the date upon which the tax invoice is issued;
- (d) A description of the goods or services supplied;
- (e) The quantity of the or volume of the goods or services supplied;

(f) Either-

(i) the value of the supply, the amount of tax charged and consideration for the supply; or

(ii) where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

NOTE:

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

PART 5

GENERAL CONDITIONS OF CONTRACT

1. FAILURE TO COMPLY WITH CONDITIONS AND DELAYED EXECUTION

1.2 Should the contractor fail to comply with any of the conditions of the contract, Facility shall be entitled.

2. PAYMENT

2.1 The Contractor shall furnish the Facility with an invoice accompanied by a copy of the work completion certificate/ deliver note upon fulfilment of other obligations stipulated in the contract.

2.2 Payments shall be made promptly by Facility only the execution meet requirements, but in no case later than thirty days (30) days after submission of an invoice or claim by the Contractor.

3. INVOICES

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

4. OFFERING OF COMMISSION OR GRATUITY

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