



## Quotation Advert

Opening Date: 24/05/2024  
Closing Date: 29/05/2024  
Closing Time: 11:00

### INSTITUTION DETAILS

Institution Name: Northdale Hospital  
Province: KwaZulu-Natal  
Department of entity: Department of Health  
Division or section: Central Supply Chain Management  
Place where goods/  
service is required: Northdale Hospital  
Date Submitted: 24/05/2024

### ITEM CATEGORY AND DETAILS

Quotation number: NDH100/24-25  
Item Category: Services  
Item Description: Servicing of clorifier/hot water system at Northdale Hos.  
Quantity (if supplies): N/A

### COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Complusory Briefing  
Date: 27/05/2024  
Time: 09:00 am  
Venue: Northdale Hospital SCM

**QUOTES CAN BE COLLECTED FROM:** DOH website

**QUOTES SHOULD BE DELIVERED TO:** Northdale Hospital tender box near security

### ENQUIRIES REGARDING ADVERT MAY BE DIRECTED TO:

Name: Zukiswa Ngubane  
Email: [zukiswa.ngubane@kznhealth.gov.za](mailto:zukiswa.ngubane@kznhealth.gov.za)  
Contact number: 033 387 9050

Finance Manager Name: Mrs Lynette Naidoo

Finance Manager Signature 

PARTICULARS OF QUOTATION

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: **NORTHDALE HOSPITAL**

FACSIMILE NUMBER: **033 387 1911**

E-MAIL ADDRESS: **zukiswa.ngubane@kznhealth.gov.za**

PHYSICAL ADDRESS: **1389 DR CHOTA MOTALA ROAD, PIETERMARITZBURG, 3201**

QUOTE NUMBER: **ZNQ / NDH / 100 / 24 - 25**

VALIDITY PERIOD: **90 DAYS**

DATE ADVERTISED: **24/05/2024**

CLOSING DATE: **29/05/2024**

CLOSING TIME: **11:00**

DESCRIPTION: **Servicing of clorifier/hot water system at Northdale Hospital.**

CONTRACT PERIOD (IF APPLICABLE): **ONCE OFF**

DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS):

**NORTHDALE HOSPITAL TENDER BOX NEXT TO SECURITY**

ENQUIRIES REGARDING THE QUOTE MAY BE DIRECTED TO:

CONTACT PERSON: **Z. NGUBANE**

TELEPHONE NUMBER: **033 387 9050**

E-MAIL ADDRESS: **zukiswa.ngubane@kznhealth.gov.za**

ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

CONTACT PERSON: **Mr N Bhengu**

TELEPHONE NUMBER: **033 387 9045**

E-MAIL ADDRESS:

Bidders should ensure that quotes are delivered timeously to the correct address. If the quote is late, it will not be accepted for consideration.

The quote box is open from 08:00 to 15:30.

QUOTATIONS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RETYPED)

THIS QUOTE IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

THE FOLLOWING PARTICULARS OF BIDDER MUST BE FURNISHED  
(FAILURE TO DO SO MAY RESULT IN YOUR QUOTE BEING DISQUALIFIED)

NAME OF BIDDER:

E-MAIL ADDRESS:

POSTAL ADDRESS:

STREET ADDRESS:

TELEPHONE NUMBER:

FACSIMILE NUMBER:

CELLPHONE NUMBER:

SARS PIN:

VAT REGISTRATION NUMBER (If VAT vendor):

CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO.

M A A A

UNIQUE REGISTRATION REFERENCE:

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QUOTE NUMBER: ZNQ , NDH , 100 , 24 . 25

PREFERENCE POINTS WILL BE ALLOCATED ACCORDING TO THE IMPLEMENTATION OF SPECIFIC GOALS IN TERMS OF PPR 2022:	POINTS ALLOCATED
Promotion of Enterprises manufacturing in the Province of KwaZulu-Natal	20

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

CAPACITY UNDER WHICH THIS QUOTE IS SIGNED: DATE:

**BIDDER'S DISCLOSURE**

**1 PURPOSE OF THE FORM**

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

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

**2 BIDDER'S DECLARATION**

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

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

FULL NAME	IDENTITY NUMBER	NAME OF STATE INSTITUTION

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

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

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

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

**3 DECLARATION**

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

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

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

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

NAME OF BIDDER

SIGNATURE

POSITION

DATE

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

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

## GENERAL CONDITIONS OF CONTRACT

### 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 markets 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](http://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 of 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:

- 14.1.
- (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 contracts 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.

**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.

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- 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.
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- 3.19. Verification will be conducted to identify if bidders have multiple companies and are cover-quoting for this bid.
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**4. SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF THIS QUOTATION.**

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- 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.
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- 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: 27 / 05 / 2024 Time: 09 : 00 Place: Northdale Hospital SCM

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

## 8. STATEMENT OF SUPPLIES AND SERVICES

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

## 9. SUBMISSION AND COMPLETION OF SBD 6.1

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

## 10. TAX COMPLIANCE REQUIREMENTS

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

## 11. TAX INVOICE

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

- (i) the name, address and registration number of the supplier;
- (ii) the name and address of the recipient;
- (iii) an individual serialized number and the date upon which the tax invoice
- (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.**

**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**

**1. 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).

1.2. The applicable preference point system for this tender is the 80/20 preference point system.

1.3. Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4. The maximum points for this tender are allocated as follows:

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

1.5. 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 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.

**4. 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).

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

**3.1. POINTS AWARDED FOR PRICE**

**3.1.1. 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

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

OR

90/10

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

Where

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

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

**3.2.1. POINTS AWARDED FOR PRICE**

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

80/20

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

OR

90/10

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = 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 proof/ documentation stated in the conditions of this 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 tenderer must indicate how 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)
Promotion of Enterprises manufacturing in the Province of KwaZulu-Natal	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 specific goals as advised 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 may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
  - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
    - (a) disqualify the person from the tendering process;
    - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
    - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
    - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
    - (e) forward the matter for criminal prosecution, if deemed necessary.

_____ <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	_____
<b>DATE:</b>	_____
<b>ADDRESS:</b>	_____
	_____
	_____



**KWAZULU-NATAL PROVINCE**

**HEALTH**  
REPUBLIC OF SOUTH AFRICA

**DIRECTORATE:**

ate Gov. & Postal Address : 1387 Chota Motala Road1, Pietermaritzburg, 3200  
ISC Services

**Tel:** 033-3879045

**Fax:**

**Email address:** Nkosinathi.Bhengu2@kznhealth.gov.za

**DEPARTMENT OF HEALTH**

**PROVINCE OF KWAZULU-NATAL**

**FACILITY NAME: NORTHDALÉ HOSPITAL**

**PROJECT DESCRIPTION: SERVICING OF CALORIFIER/HOT WATER SYSTEM**

**REQUIRED CIDB GRADING: 1ME/ABOVE**

**QUOTATION DOCUMENT**

**DEPARTMENT OF HEALTH**

**Project Leader: Nkosinathi Bhengu**

**Telephone No: 033 3879045**

**Cell phone: 0606141434**

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**PART ONE - INVITATION TO QUOTE AND QUOTATION CONDITIONS**

**ATTENTION:**

Dear Sir/Madam

**DEPARTMENT OF HEALTH: QUOTATION:**

**SUPPLY CHAIN MANAGEMENT: SERVICING OF CALORIFIER/HOT  
WATER SYSTEM**

1. On behalf of the Province of KwaZulu-Natal Department of Health, we hereby invite you to quote for the above service, in accordance with the terms and conditions stipulated on this document.
2. Please note that the quotation must be deposited in a sealed envelope endorsed with the Tenderer's name, the Contact Number and the Due Date, in the bid box situated at (street address), Supply Chain Management, 1387 Chota Motala Road Northdale Hospital, Pietermaritzburg, 3201 on or before the date stipulated on the advert.
  - 2.1 The use of correcting fluid, e.g. "Tippex" etc. will lead to the automatic disqualification of the Quotation.
  - 2.2 Only the original document duly signed and completed in its entirety, will be given consideration.
  - 2.3 Suppliers' quotations may be facsimile or photocopied, refer to advert.
  - 2.4 Labour hours, kilometres, nights out shall be included as part of material and equipment quoted for. Material and Equipment prices shall be firm for ninety (90) days from date of quotation.
  - 2.5 Only additions or omissions arising from written authorised variations, or documented delays caused by circumstances beyond the contractor's control will be accepted as a valid variation in cost.
3. **THE QUOTATION SHALL BE FULLY DETAILED AND INCLUDE THE FOLLOWING IN THE BOQ:**
  - 3.1 Subtotal
  - 3.2 15% VAT and Grand Total.
4. Kindly complete the attached document and return all pages as per paragraph above.

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**PART TWO (A) - SCHEDULE OF RETURNABLES**

<b>DOCUMENT</b>	<b>RECEIVED (YES/NO)</b>
Proof of CIDB Grading 1ME/ABOVE	Mandatory
Fitter trade test certificate	Mandatory
Health and Safety file as per the attached specification guideline	Mandatory
Proof of experience: Attach one order for servicing/or repair to hot water/calorifier system with its completion certificate	Mandatory

**Failure to submit one of the required returnable under PART TWO (A) will disqualify the service provider.**



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### **PART THREE - CONDITIONS OF CONTRACT**

These Works shall be carried out in accordance with the Terms and Conditions as specified  
in this document regarding installation.



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### **PART FOUR - TECHNICAL SPECIFICATION**

- 4.1 All repair work is to be carried out in accordance with the Department of Health Standard Specification for the plumbing work and Installation of fencing
- 4.2 The Contractor should fully familiarise himself with these documents prior to quoting.

#### **GENERAL**

- 4.3 This 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.





## **PART FIVE - PARTICULAR SPECIFICATION**

### **5 PARTICULAR SPECIFICATION**

#### **5.1 GENERAL REQUIREMENTS**

Tenderers are to make special note of the following:

The whole installation shall be in accordance with the Occupational Health and Safety Act 85 of 1993 and all regulations framed therein shall be carried out to the satisfaction of the Department of Health.

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

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

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

The complete installation must be guaranteed against defective parts and workmanship for a period of twelve months after the date of issue of the Completion Certificate. This period shall run concurrently with the maintenance period.

Rates are to include for commissioning and testing of the complete installation and handing over in working order ready for use.

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 tender. Claims on the grounds of insufficient information in such respects or otherwise will not be entertained by the Administration.

The Administration 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 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.

## **SCOPE OF WORKS**

This specification calls for the servicing calorifier/hot water system

### Scope of work

- Servicing of calorifier plant (steam calorifier, hot water circulation pump and hot water cylinder )for H, Male isolation, D and Q, F and C, A, B and C, O, P and Nursery, Maternity, MOPD, Casualty
- Submission of safety file as per the attached Health and Safety specification as mandatory and no commencement of work without the approval of safety file (**Annexure B**)
- Submit after service report for each unit
  - **Note: Each equipment serviced must have after service report and be submitted to Chief Artisan/ Forman at the Maintenance department**
  - **Service as per the attached checklist on Annexure A**

### 5.3 **PROGRAM OF WORKS**

A program shall be submitted prior to the commencement of any work and a kick off meeting is compulsory to attend once the contractor has been awarded and **period of contract to execute this job is one week.**

### 5.4 **DESCRIPTION OF WORK**

Servicing of servicing calorifier/hot water system

### 5.6 **TESTING**

All installation shall be tested once the repairs are done **at the presence of the Maintenance personnel/ Chief Artisan**



#### **5.4 Guarantee Period**

**a)The Service Provider shall unconditionally guarantee all repair work performed together with all materials and spare parts supplied by him/her for a minimum period of six (6) months from the date of acceptance of the Works.**

**b)The Service Provider shall unconditionally guarantee all new, replacement or additional equipment, and installations for a minimum period of six (6) months from the date of the First Delivery Certificate.**

c)The guarantee shall cover the performance of the Works and any defects due to inferior materials and/or workmanship of the Service Provider, or any of his/her Sub-Contractors, fair wear and tear excepted, and the Service Provider shall repair any such defects without delay and at his/her own cost. This guarantee shall include malfunction, and water exhaust, oil, or air leaks etc. and adjustments.

d)Should any part of the complete Works perform unsatisfactorily so as to become detrimental to its functional use the service provider shall replace any such part of the complete Works with equipment as prescribed by the Employer without delay and at his/her own cost.

e)If any defects are not remedied within the period specified by the Employer, the Employer shall have such defect repaired at the risk and cost of the Service Provider, by another service provider whom the employer deems to be proficient in the work, without prejudice to any rights the employer has against the defaulting service provider. The Employer will give written notice to the service provider of such instances where he/she appoints another Service Provider to remedy defects in the Works.



## **PART SIX - SCHEDULE OF RATES**

### **6.1 ITEMS 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. 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.

### **6.2 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).

### **6.3 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 labour, transport, overhead charges and profit, etc. as well as the general liabilities, obligations and risks arising out of the Conditions of Contract, the overhead charges and profit being spread proportionately over the rates of the relative items in the Schedule of Rates.

#### **NOTE:**

1. Work to commence within 7 days of receiving the order
2. Awarded contractor is required to contact the Project co-ordinate/Chief Artisan to make arrangements
3. Penalties will be implemented at 0.04% per day for the delays
4. Contractor to report daily and the register (in and out)





**PART SEVEN - BILL OF QUANTITIES**

<b>SERVICING OF CALORIFIER/HOT WATER SYSTEM</b>					
<b>NOTE:</b> All rates for items contained in this Schedule of Prices must be computed <b>excluding</b> the applicable Value Added Tax but include labour, material, mark-up, overheads, transport costs, etc. The Administration reserves the right to Negotiate prices in the quotation.					
<b>No.</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Total</b>
	<b>NOTES TO TENDERES:</b> The contractors must ensure all safety requirements in terms of OHS Act are adhered to at all times during the entire operation on site. <b>All measurements to be verified on site prior to tendering</b> All equipment and material used in this contract is be that which is specified or other approved prior to submission of bid. All rates quoted shall be inclusive of transport, Labour and profit/mark up.				
1	Servicing of calorifier plant for H-Ward	Unit	01		
2	Servicing of calorifier plant for Male isolation	Unit	01		
3	Servicing of calorifier plant for Kitchen	Unit	01		
4	Servicing of calorifier plant for A-Ward	Unit	02		
5	Servicing of calorifier plant for (F+E) ward	Unit	01		
6	Servicing of calorifier plant for (B+C) ward	Unit	01		
7	Servicing of calorifier plant for (D+Q) ward	Unit	01		
8	Servicing of calorifier plant for O-ward	Unit	01		
9	Servicing of calorifier plant for (P+Nursery) ward	Unit	01		
10	Servicing of calorifier plant for Maternity ward	Unit	01		

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11	Servicing of calorifier plant for MOPD ward	Unit	01		
12	Servicing of calorifier plant for Casualty ward	Unit	01		
8	Submission of safety file	Each	01		
<b>SUB TOTAL</b>					<b>R</b>
<b>VAT @ 15%</b>					<b>R</b>
<b>GRAND TOTAL</b>					<b>R</b>

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## BILL OF QUANTITIES

### PREAMBLE TO THE BILL OF QUANTITIES

1. All prices shall be quoted in the currency of the Republic of South Africa and will be held to be firm. Only where exchange rates have been stated in the quotation document, as at two weeks (14 days) prior to closing date of this quotation, will such exchange rate fluctuation be taken into account in the variation of the cost of the imported items/equipment.
2. The Tenderer shall enter a price against each item in the schedule of prices. If the Tenderer fails to enter a price against any item in the schedule of prices the relevant cost of such item shall be regarded as being covered by other prices in the schedule of prices.
3. **The prices quoted against each item of these schedules shall cover the full inclusive cost of everything required for the execution of the work under the item plus an apportionment of any cost involved in meeting the obligations and liabilities imposed by the conditions of contract and in complying with the specifications.**
4. The prices quoted for the supply of plant and equipment shall include for all handling, loading, transporting and off-loading required for the delivery of the plant and equipment to the site, including in the case of off-site storage for double handling at the store.
5. The prices quoted for erection and installation shall include for all handling, loading, transporting and off-loading, to take plant and equipment to place on site where required, erection, installation, painting, commissioning, operating, testing, adjusting, handing over in proper working order and guarantee for a period of 12 months, all as specified.
6. The tendered rates and amounts must exclude Value Added Tax (VAT) but must include all levies, other taxes and duties on items to which they apply. Separate provision has been made in the Summary of Schedule of Prices for the purpose of VAT.
7. The Schedule of Prices shall be completed and signed in **black ink**. Corrections must be done by deleting, re-writing and initialling next to the amendment.
8. Electrical and Mechanical work is not measured according to the Standard Procedures of Building Work.



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## **ANNEXURE A**

## Servicing of Calorifiers

<b>INSTITUTION :</b>		<b>CODE: HWB – 01</b>	
<b>TYPE OF SERVICE : Hot Water System</b>			
<b>SCHEDULE FOR : Steam Calorifiers</b>			
<b>FREQUENCY : Weekly/Annual</b>			
<b>ITEM</b>	<b>INSTRUCTION</b>	<b>CHECK</b>	<b>COMMENTS</b>
<b>Weekly</b>			
1	Check cylinder lagging/cladding		
2	Check for water leaks		
3	Check temperature and note temperature		
4	Check cylinder air vents (where applicable)		
5	Check all flanges and fittings for leaks		
6	Check steam traps, strainers and sight glasses		
7	Clean plant and plant-room area		
<b>Annual (Contractor)</b>			
1	All the above plus the following		
2	Check safety valves and test valve release pressure		
3	Check condition of all valves		
4	Remove inspection cover (where applicable) and check for scale and corrosion, de-scale as required		
5	Pressure test steam buldle/s		
6	Clean and remove loose paint, rust, scale and paint as required		
Date :			
Name :			
Signature :			

## Servicing of Calorifiers

<b>INSTITUTION :</b>		<b>CODE: HWB – 03</b>	
<b>TYPE OF SERVICE : Hot Water System</b>			
<b>SCHEDULE FOR : Hot Water Circulating Pump</b>			
<b>FREQUENCY : Weekly/Bi-annual/Annual</b>			
ITEM	INSTRUCTION	CHECK	COMMENTS
<b>Weekly</b>			
1	Check pump/s have not tripped		
2	Check for undue noise and vibration		
3	Check for water leaks. Repack glands if necessary		
4	Check for loose components		
5	Check that all bearings are running quietly, smooth and cool		
6	Check by touch motors are not overheating		
7	Check drive guard is in position		
8	Change over lead/lag units where applicable		
9	Check pump inlet and outlet pressures		
10	Check steam, chilled and condenser water inlet/outlet pressures		
11	Check calibration of gauges		
12	Clean plant and plant-room area		
<b>Bi-Annual</b>			
1	All the above plus the following		
2	Check oil level in pump basing housing		
3	Check and clean drip tray and drain piping		
4	Check mounting bolts and anti-vibration mountings		
5	Check and clean out strainers		
<b>Annual (Contractor)</b>			
1	All the above plus the following		
2	Check pump/motor alignment		
3	Remove motor cover and clean out airways		
4	Clean and remove loose paint, rust, scale and paint as required		
Date :			
Name :			
Signature :			



## Servicing of Calorifiers

<b>INSTITUTION :</b>		<b>CODE: HWB – 04</b>	
<b>TYPE OF SERVICE : Hot Water System</b>			
<b>SCHEDULE FOR : Hot Water Cylinder</b>			
<b>FREQUENCY : Weekly/Annual</b>			
ITEM	INSTRUCTION	CHECK	COMMENTS
<b>Weekly</b>			
1	Check cylinder lagging/cladding		
2	Check for water leaks		
3	Check temperature and note temperature		
4	Check cylinder air vents (where applicable)		
5	Check all flanges and fittings for leaks		
6	Clean plant and plant-room area		
<b>Annual (Contractor)</b>			
1	All the above plus the following		
2	Check safety valves and test valve release pressure		
3	Check condition of all valves		
4	Remove inspection cover (where applicable) and check for scale and corrosion, de-scale as required		
5	Clean and remove loose paint, rust, scale and paint as required		
Date :			
Name :			
Signature :			



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## **ANNEXURE B**



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## Occupational Health and Safety Specification for Northdale Hospital.



## **KWAZULU-NATAL PROVINCE**

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### **1. Introduction**

This document describes the requirements of compliance to which the Principal Contractor is to adhere in relation to the scope of works. This document defines the minimum management requirement that is to be implemented by the Principal Contractor for the management of Health and Safety on the Health care facility.

The aim of this document is to present the health and safety aspects that need to be controlled and managed on this contract. The client reserves the right to make changes as and when the Client deems fit to address issues of Occupational Health & Safety (OHS) Compliance. The Client will not entertain any claim of any nature whatsoever which arises as a result of costs incurred or delays being experienced due to the Contractor not complying with the requirements of this document or any other applicable legislative requirements imposed on the contractor.

The Principal Contractor will be required to submit a Health and Safety File for approval prior to commencement of work. Arrangements for such approval shall be made with the OHS Department. The Principal Contractor shall submit proof that its appointed contractors Safety file has been approved.

## **2. Definitions & Abbreviations**

**2.1 “Client”** means KZN Department of Health

**2.2 “OHS”** means Occupational Health and Safety

**2.3 “DoL”** refers to the Department of Labour

**2.4 “DOH”** refers to the Department of Health

**2.5 “HCS”** refers to the Hazardous Chemical Substances Regulations

**2.6 “GSR”** refers to the General Safety Regulations

**2.7 “GAR”** refers to the General Administrative Regulations

**2.8 “FR”** refers to Facilities Regulations

**2.9 “PPE”** means Personal Protective Equipment

**2.10 “MSDS”** means Material Safety Data Sheets

**2.11 “EMR”** refers to Electrical Machinery Regulations

**2.12 “ERW”** refers to Environmental Regulations for Workplaces

**2.13 Principal Contractor** means an employer appointed by a Client to perform Construction Work

**2.14 Competent Person** means a person who –

(a) Has in respect of the work or task to be performed the required knowledge, training and experience and where applicable, qualifications, specific to that work or task. Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualifications Framework Act, 2000 (Act No. 67 of 2000), those qualifications and training must be regarded as the required qualifications and training, and

(b) Is familiar with the Act and with the applicable regulations made under the Act

**2.15 OHS Plan** means a site, activity or project specific documented plan in accordance with the Client’s Health & Safety Specification

**2.16 Health & safety File** means a file or other record containing information in writing required by Construction Regulations 2014.

**2.17 Hazard Identification and Risk Assessment and Risk Control (HIRA)** means a documented plan, which identifies hazards, assesses the risks and detailing the control measures and safe working procedures, which are to be used to mitigate and control the occurrence of hazards and risks during construction or operation phases.

**2.18 The Act** means, unless the context indicates otherwise, the Occupational Health and Safety Act, 85 of 1993 and Construction Regulations 2014 promulgated there under, (OHSA).

**2.19 Hazard** means a source of or exposure to danger

**2.20 Risk** means the probability or likelihood that a hazard can result in injury or damage.

**2.21 Hazardous Chemical Substance (HCS)** means any toxic, harmful, corrosive, irritant or asphyxiant substance, or a mixture or substances, for which an occupational exposure limit is prescribed, or an occupational exposure limit is not prescribed, but which creates a hazard to health

**2.22. Occupational Health Practitioner** refers to either Doctors or Nurses with the following requirements:

#### **Doctors**

- (a) Registered and in good standing with the Health Professions Council of South Africa (HPCSA)
- (b) has a tertiary qualification in Occupational Health or Medicine which is registered as an additional qualification with HPCSA or
- (c) be registered as a specialist in Occupational Medicine with HPCSA

#### **Nurses**

- (a) registered and in good standing with the South African Nursing Council (SANC) and
- (b) have a tertiary qualification in Occupational Health Nursing that is recognised and registered with SANC

**2.23 portable electric tool** means any electrically operated implement, with the exception of ordinary household electrical appliances, which is designed for use with-

- (a) a flexible cord at the supply end and which is intended for use by hand and which is to be carried by hand at the place of work; or
- (b) a flexible cable at the supply end and which is intended for use by hand and which is to be moved by hand at the place of work;



### **3.1 Leadership and Commitment**

The Contractor acknowledges the KZN Department of Health's (Northdale Hospital) strong commitment to Health and Safety and the Contractor affirms that it has a written Health and Safety Policy, and is actively supported and endorsed by the Contractor's management. The Contractor represents that its written policy is widely disseminated and understood among its employees, and that its policy includes a description of the Contractor's organization, procedures and methods of communication to and from personnel. The Contractor must provide copies of its policy and policy statement to Department of Health (Northdale Hospital).

### **3.2 Legal Requirements and Regulations for Health and Safety**

The Contractor warrants that it is familiar with the contents and implications of the applicable Legislation; codes of practice, guidelines and standards applicable to the services to be provided. The Act and the Regulations, where applicable, require development and implementation of Work Method Statements for a range of high-risk activities, which, where applicable, the Contractor must develop and implement. The Contractor must ensure that its personnel and its subcontractor's personnel have been informed of all such laws, Acts, regulations, codes of practice, guidelines and standards.

### **3.3 Contractors' General Requirements for Health and Safety**

The Contractor is solely responsible for carrying out the work under the Contract having the highest regard for the health and safety of its employees, the KZN Department of Health's (Northdale Hospital) employees and persons at or in the vicinity of the Site, the Works, temporary work, materials, the property of third parties and any purpose relating to the Contractor carrying out its obligations under this Contract.

The Contractor must initiate and maintain safety precautions and programs to conform to all applicable Health and Safety laws or other requirements, including requirements of any applicable government instrumentality and (Northdale hospital) site requirements.

The Contractor must, at its own cost, erect and maintain safeguards for the protection of workers and the public. The Contractor must manage all reasonably foreseeable hazards created by performance of the work.

**The Contractor must:**

- Provide all things and take all measures necessary for maintaining proper personal hygiene, ensuring safety of persons and property and protecting the environment at or near the Site
- Avoid unnecessary interference with the passage of people and property at or near the Site
- Prevent nuisance and excessive noises and unreasonable disturbances in performing the Services
- Be responsible for the adequacy, stability and safety of all of its site operations.
- Costs for the above are borne by the Contractor
- The Contractor must comply and is responsible for ensuring that all of its Sub-contractors comply with the relevant legislation(s) and statutory regulations for health and safety, the KZN Department of Health's(Northdale Hospital) Health & Safety requirements included in the Contract and other document pertaining to health & safety contained in the Program Health & Safety Management System and include standards, policies, procedures, guidelines and safe work instructions
- The contractor must appoint a Competent Safety Officer who will ensure that OHS Act and its regulations are implemented.
- The contractor must appointment a full time Safety Officer to ensure compliance on site.

**3.4 Contractor's Health and Safety Management Plan**

- The Contractor must prepare, implement and administer the Contractor's Health and Safety Management Plan.
- The Plan must be in writing and must be forwarded to the OHS Department prior to mobilisation to the site.
- The Health and Safety Management Plan must comply with this specification including Site Rules & Requirements, and applicable law relating to workplace health, safety and environmental standards.
- Any proposed amendments or revisions to the Contractor's Safety Management Plan must be submitted to (Northdale Hospital) for acceptance.
- The Health and Safety Management Plan must provide a systematic method of managing hazards according to the risk priority and must include all mobilisation and site set-up activities.

- The Plan must be presented and accepted by Northdale Hospital BEFORE permission will be granted to the Contractor to mobilise to site
- The Plan will be audited for completeness by the KZN Department of Health (Northdale Hospital).
- The contractor shall comply with the requirements of CR 7
- The Plan must be presented and accepted by DOH (Northdale hospital) BEFORE permission will be granted to the Contractor to mobilise to site.

### **3.5 Minimum requirements for a safety plan:**

- The plan shall demonstrate management's commitment to safety and include, but not be limited to, the following minimum auditable elements:
- The Contractors' Safety Policy.
- How safety responsibilities are assigned to different roles within the organisation. Identification of role of Safety Coordinator, and on-site managers
- Selection, placement and training procedures, including induction and ongoing training in 'Basic Safe Work' and Occupational Health & Safety training for newly hired or promoted supervisors.
- Occupational Health & Safety communications and meetings, including daily safe task instructions and project safety meetings.
- Assessment of sub-contractors and Service Providers, including requirements for Health & Safety Plans.
- Safety awareness.
- Nomination of personnel to carry out safety inspections.
- Contractor senior management involvement
- Rules and regulations including safety procedures the Contractor has in place for recurring work activities
- Personal protective equipment rules.
- Control of dangerous and hazardous substances
- System of hazard identification and risk control, such as Risk assessments, Daily Safe Task Instructions and communication.

- Verification procedures including
- Daily site safety inspections and audits
- Inspection of plant, tools and equipment prior to introduction to site and at least monthly thereafter
- Accident/incident reporting, recording, investigation and analysis, which ensure that corrective action, are taken and this action is communicated to report initiators
- Evacuation and emergency planning
- Rehabilitation procedures that encourage an early return to work
- Record keeping, including details of what is kept and for how long

#### **4. Hazard Identification, Risk Assessment and Risk Control**

- The development of a work scope and activity risk profile identifying and considering, safety, health and environmental hazards and exposures.
- Controls to manage risks identified within the risk profile will be formalised and implemented
- The hazard identification and risk assessment process for specific operations and activities and for new activities identified after the development of the project/work scope and activity risk profile.
- The process to be used to review the effectiveness of risk controls
- Workplace hazard inspections shall be effected
- The implementation of a safety observation and coaching process conducted as a minimum by persons in leadership roles
- Method by which daily activities will be assessed for hazards and controls defined before work commences

## **5. Risk Assessment**

- The principal contractor must, before the commencement of any work and during such work, have risk assessments performed by a competent person appointed in written.

The risk assessment should include-

- (a) the identification of risks and hazards to which persons may be exposed to
  - (b) an analysis and evaluation of the risks and hazards identified based on a documented method
  - (c) a documented plan and applicable safe work procedures to mitigate reduce or control the risks that have been identified
  - (d) a monitoring plan and
  - (e) a review plan
- Furthermore, the contractor shall conduct job/task specific risk assessment. Communication of the risk assessments shall be kept in the OHS file.
  - Risk assessment must be performed by a trained risk assessor who has been appointed in writing.
  - The principal contractor shall comply with the requirements of CR 9

### **5.1 Task Specific Risk Assessment**

- Prior to the commencement of each work activity, a Task Specific Risk Assessment (HIRA) is completed; documented and submitted to KZN Department of Health for approval prior to the task commencing.
- The purpose of this exercise is to identify all potential hazards associated with the Work and the work environment, assess the risk these hazards present and then to provide risk control action that deals with those hazards, as well as providing to the workforce involved in the particular work activity, details of any hazards and the proposed controls.

**The Task Specific Risk Assessment must:**

- Describe the operation to be performed in the sequence of the basic job steps.
- Identify the hazards or potential hazards at each step.
- Identify the possible consequences for each hazard at each step.
- Assess and rate each hazard
- Recommend measures that will be applied to minimise risk
- Identify the site rules and work instructions applicable to the task
- Describe how the hazard is controlled such that the residual risk is as low as reasonably practicable and is acceptable to the work crew.
- Be reviewed prior to each shift.
- Be acknowledged by way of signature of all personnel involved in the work activity

**6. Safety Method Statements**

- The Contractor must submit Safety Method Statements to the Northdale Hospital OHS Department for approval prior to the task commencing.
- The Task Items listed in the Safety Method Statement must tie up with the task items being assessed in the Task Specific Risk Assessment document.
- The Safety Method Statement must detail in a step by step and methodical manner how the task is to be done from beginning to the end and must indicate what tools/equipment will be used at each stage and/or how the work area is to be accessed.

**7. Hazardous Materials**

- The Contractor must set out its policy for the use, transportation, handling and storage of fuel and hazardous materials taking into account the legislative requirements.
- The Contractor must ensure that all hazardous materials and waste products are disposed of in accordance with applicable laws and regulations.



## **8. Incident Management**

- The principal contractor must appoint in writing a competent incident investigator.
- Incident management plan must be developed and implemented by the principal contractor
- All incidents must be investigated and recorded
- Reportable incidents must be reported to the Department of Labour
- Incidents must be reported to Northdale Hospital within 24 hours of occurrence
- An incident register must be kept on site.
- Incident investigation report inclusive of corrective measures must be submitted to DOH

## **9. Emergency Preparedness and Procedures**

- The principal contractor must develop an emergency procedure
- The emergency procedure must have; but not limited to:  
A detailed response procedure; list of key personnel; details of emergency services;  
Steps to be taken in the event of each and every specific type of emergency
- The emergency procedure must be communicated to all employees
- Emergency numbers must be known to all employees and key numbers posted on work areas.

## **10. First Aid Equipment**

- The principal contractor must appoint in writing a competent first.
- The appointed first aider must be in possession of First Aid Level 2 certificate.
- The contractor must provide his own first aid box
- First aid incidents are to be recorded on a first aid register

## **11. Unsafe Acts and Conditions**

- The Contractor must implement a system to recognise, correct, and report unsafe acts and conditions associated with all site activities.

## **12. Occupational Health & Infection control**

- The contract may expose employees to biological agents; contractors must ensure that an adequate risk assessment is prepared and identifies the biological agents and controls thereof.
- Appropriate PPE must be used at all times

## **13. Ergonomic risks**

- The contractor must identify all ergonomic risks
- The contractor must comply with Ergonomics Regulations; 2019

## **14. Extreme weather conditions**

- If weather conditions pose a threat to Health & Safety of employees, be it extreme heat, cold, lightening or any weather condition, the Principal must apply appropriate safety measures.
- For hot environments; cool portable water shall be provided.

## **15. Medical Certificates of Fitness**

- Prior to commencement of works; the principal contractor must submit valid medical certificates of fitness for all employees
- DOH will only accept Medical certificates of fitness obtained from an authorised Occupational health Practitioner
- A procedure to cater for employees with limitations must be developed and implemented by the contractor.
- Employees without valid medical certificates will not be allowed on site.

## **16. Personnel Protective Equipment/Clothing (PPE)**

- The contractor must provide suitable and adequate PPE to all his/her employees
- PPE must be issued to all workers free of charge and a record of issuing must be kept
- Training must be provided to all employees to ensure they know how to use and maintain their PPE
- The contractor must comply with the requirements of General Safety Regulations

### **17. Barricading requirements**

- Barricading must be tagged, placed on register, maintained and inspected daily – The owner of the barricade's name and mobile number must appear on the tag
- All handrails and fencing must be in a safe condition.
- The contractor must comply with the requirements of General Safety Regulation 13 (I)

**Note: Danger tape will not be accepted as barricading!**

### **18. Working in Existing Operations**

- Work must be carried out such that no interference is caused.
- Any work which requires section of the Plant to be taken out of operation with resultant interruption to production and/or other activities must be carried out in the absolute minimum of time and be on the basis of the Contractor working around the clock (within legal parameters) for the duration of such work.
- The times when work of this nature can be carried out must be arranged with DOH

### **19. Lock-out Procedures**

- In operating areas lock out procedures must be done in conjunction with the hospital's representative and communicated to affected parties timeously.
- There must be a separate set of procedures that cover the requirements for lockout, commissioning, start-up and hand over of the completed works.

### **20. Housekeeping and general safeguarding on site**

- The contractor must comply with the requirements of Environmental Regulations for Workplaces (ERW) and CR 27
- The site must be kept neat and clean at all times
- Accumulated waste must be removed regularly as per the contractors waste management plan.
- The contractor must appoint in writing a competent stacking storage supervisor
- The contractor must comply with the requirements of GSR and CR 28

### **21. Fire precautions on site**

- The contractor must comply with the requirements of ERW and CR 29
- The contractor must provide compliant fire-fighting equipment

- The contractor must appoint a competent person to deal with fire outbreaks on site.

## **22. Employee Facilities on site**

- The contractor must provide adequate facilities on site i.e. toilets; eating areas; changing areas and showers etc.
- Employee facilities must be kept clean at all times
- The contractor must comply with the requirements of CR 30

## **23. Portable electric tools**

- The contractor must appoint a competent person who will be responsible for the inspection of portable electrical tools
- Electrical tool list must be kept in the file
- Tagging systems may be used to separate inspected and safe equipment and faulty equipment
- Electrical tools must be kept in a safe state and removed once noted as faulty
- The contractor must comply with the requirements of EMR 10

## **24. Management and Supervision of construction work**

- The principal contractor must appoint in writing a full time competent person as construction Manager with the duty of managing all construction works on a single site; including the duty to ensure OHS compliance.
- The principal contractor may appoint in writing one or more assistant construction managers where deemed necessary
- The appointed construction manager may not manage any other construction sites other than the site in respect of which he/she has been appointed
- The principal contractor must employ a full time competent Health and Safety Officer for this project
- A construction manager must appoint construction supervisors responsible for construction activities and ensuring health and safety compliance on site.
- The contractor must comply with the requirements of CR 8

## **25. Minimum contents of a health & safety file**

- The Principal contractor must open and keep a safety file on site
- The safety file must include all documentation required in terms of the OHS Act and the regulations

- The safety file must be made available to the DOL inspector and the client (KZN DOH\ Northdale hospital representative)
- The principal contractor must comply with the requirements of CR 7

#### **26. Management of Covid-19**

- The contractor must appoint in writing a covid-19 compliance officer
- The contractor must develop a covid-19 management policy & procedure
- The contractor must provide handwashing facilities; where not possible; a sanitising agent to the employees; free of charge
- The contractor must comply with the requirements of Disaster Management Act and regulations

#### **27. Smoking**

- The Contractor must not permit smoking at the Site except within designated smoking areas.

#### **28. Intoxicating Liquor or Drugs**

- The contractor must implement and comply with OH&S Act – General Administrative Regulation 10
- Any person found on the site or attempting to enter site, in possession of or consuming intoxicating liquor or illegal drugs or considered unfit for work from the apparent influence of intoxicating liquor or illegal drugs or prescription drugs, must be removed from the site.

#### **29. Training and Competency**

- Prior to the commencement of the work, the Contractor must provide current documentation to the satisfaction of DOH verifying that the Contractor's personnel are competent and have the appropriate qualifications, job skills and training as required by this Contract and applicable laws.
- The Contractor must ensure that all his employees and his Sub-Contractors' employees working on the site are adequately trained in the type of work to be performed, are trained in relevant procedures and have the appropriate qualifications, certificates and are under competent supervision.
- Training records are to be maintained on site.

### **30. Induction in Health and Safety**

- The Contractor must ensure that no employee of the Contractor or its subcontractors, including transport and delivery Contractors entering the site delivering materials and/or equipment, must proceed to enter the Site or any operations area until they have received all training required under applicable laws and regulations, including, but not limited to, work activity inductions and the Northdale Hospital Site-specific induction.
- The Contractor must also prepare and present to all its employees its own Contractor Induction, explaining the Contractor's Safety Management Plan, the Contractor's Rules, the obligations imposed by the Occupational Health and Safety Act and Regulations.
- The contractor must comply with: OH&S Act - Section 8

### **31. Fundamental health and safety requirements**

Before any work commences, proof of and the following non-negotiable deliverables are required:

- Incident investigation training by Construction Manager and or Safety Officer
- Letter of good standing with the Workman's Compensation Commissioner
- Legal liability training of all Supervisors and Construction Managers
- Public Liability Insurance
- Competency training certificates of people to execute the job
- Method statements for work to be conducted
- Risk Assessments for every Job/Task
- Signed legal appointments as required by legislation
- Contractors' Safety Officer CV and competency certificates
- Health and Safety Management Plan
- Health and Safety file
- All equipment to be on a current register, backed up by relevant test certificates



- A Medical fitness certificate for each employee with Annexure 3 completed per employee
- Proof of induction (Contractor induction training)

### **32. Close out report**

- The Health & Safety file for the Principal contractor and all contractors requires closure and handover to the client at the completion of the project. Documentation required includes all records from the start of the project.
- Daily or monthly plant inspection records are not required unless they are related to an incident.
- All records to be in electronic format and submitted to Northdale hospital for approval before final submission.

#### **The list of documents to be submitted includes but not limited to:**

- Client specification
- Principal contractor's OHS plan
- Covid-19 management plan
- Organogram/s
- Legal appointments
- Letters of good standing for the project
- Incident records
- Non-conformance records
- Audits
- Method statements
- Risk assessments
- Safe work procedures
- Medical certificates of fitness
- And any other document that may be requested by DOH

### **33. OMISSIONS FROM HEALTH SAFETY AND REQUIREMENTS SPECIFICATION**

By drawing up this OHS specification, Northdale hospital has endeavoured to address the most critical aspects relating to OHS issues in order to assist the contractor in adequately providing for the health and safety of employees on site. Should Northdale Hospital not have addressed all SHE/Q aspects pertaining to the work that is tendered for, the contractor needs to include it in the SHE plan and inform Northdale Hospital of such issues when submitting.

#### **Contractor's Acceptance & Acknowledgement of the Health & Safety Specification:**

I, \_\_\_\_\_ (print name in full), the undersigned responsible person (Contractors 16.1/16.2 Appointee) for:

\_\_\_\_\_ (Company Name)

declare that I have read, understood and accept the responsibilities and requirements of this Health & Safety Specification for the project: \_\_\_\_\_

at Northdale Hospital will ensure that this Health & Safety Specification is communicated to the relevant parties so that the requirements hereto can be complied with.

\_\_\_\_\_  
**Contractor's Responsible Person**  
**(16.1/ 16.2 Appointee)**

\_\_\_\_\_  
**Date**