

SharePoint

Mthembu Nolwazi1 ▾ ?

KZN Health &gt; Components &gt; Supply Chain Management

AdvertQuote

KWAZULU-NATAL PROVINCE  
HEALTH  
REPUBLIC OF SOUTH AFRICA

## Quotation Advert

Opening Date: 2021-09-09

Closing Date: 2021-09-17

Closing Time: 11:00

## INSTITUTION DETAILS

Institution Name: Head Office Quotations

Province: KwaZulu-Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required: Infrastructure Development

Date Submitted: 2021-09-09

## ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ: HOH/0618/22

Item Category: Services

Item Description: Three (3) Years contract for maintenance of Plumbing at Mtuba MLM

Quantity (if supplies) 01

## COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Compulsory Site Visit

Date: 2021-09-14

Time: 10H30

Venue: Mosvold MLM

QUOTES CAN BE COLLECTED FROM: [www.kznhealth.gov.za](http://www.kznhealth.gov.za)

QUOTES SHOULD BE DELIVERED TO: [Quotations.scmo@kznhealth.gov.za](mailto:Quotations.scmo@kznhealth.gov.za) or hand deliver at 310 Jabu Ndlovu street, Old boys model, Quotation Box

## ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name: Nolwazi Mthembu

Email: [nolwazi.mthembu1@kznhealth.gov.za](mailto:nolwazi.mthembu1@kznhealth.gov.za)

Contact Number: 033-8158411

Finance Manager Name: T. Asbhy

Finance Manager Signature:

  
No late quotes will be considered

## STANDARD QUOTE DOCUMENTATION OVER R30 000.00

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: DEPARTMENT OF HEALTH- CENTRAL SCM

DATE ADVERTISED: 09/09/2021

PHYSICAL ADDRESS: 310 JABU NDLOVU STREET, SCM OFFICES, PIETERMARITZBURG, 3201

ZNQ NUMBER: HOH/0618/22 CLOSING DATE: 17/09/2021 CLOSING TIME: 11:00

DESCRIPTION: Three year contract for maintenance of Plumbing

CONTRACT PERIOD: 36 Months VALIDITY PERIOD 60 Days

SARS PIN:

CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO.

UNIQUE REGISTRATION REFERENCE

DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS)

310 JABU NDLOVU STREET, PIETERMARITZBURG, SCM OFFICES, TENDER ADVISORY

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.

ALL QUOTES MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS QUOTE IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

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

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE.....NUMBER..... FACSIMILE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER

E-MAIL ADDRESS

VAT REGISTRATION NUMBER (If VAT vendor)

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1)

YES NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

[TICK APPLICABLE BOX]

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) ☐A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); ☐A REGISTERED AUDITOR ☐

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

YES NO

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED? [IF YES  
ENCLOSE PROOF]

OFFICIAL PRICE PAGE FOR QUOTATIONS

SIGNATURE OF BIDDER .....  
[By signing this document I hereby agree to all terms and conditions]

DATE.....

CAPACITY UNDER WHICH THIS QUOTE IS SIGNED.....

Item No	Quantity	Description	Brand & model	Country of manufacture	Price	
					R	c
1	01	Three (3) years contract for maintenance of Plumbing at Mtuba MLM				
		NB: Specification attached				
		Compulsory Site Inspection				
		Venue: Mosvold MLM				
		Date: 14/09/2021 @ 10H30				
		Original documents required in a sealed envelope with current CSD summary report reflecting banking details, certified copy of B-BBEE certificate by verified agency and accredited by SANAS , Tax Clearance certificate or SARS pin				
		Responses to be delivered: 310 Jabu Ndlovu street, old boys Model, Quotation tender box Or Quotations.scmho@kznhealth.gov.za				
VALUE ADDED TAX (Only if VAT Vendor)						
TOTAL QUOTATION PRICE (VALIDITY PERIOD 60 Days)						

Does This Offer Comply With The Specification?		Does The Article Conform To The S.A.N.S. / S.A.B.S. Specification?	
Is The Price Firm?		State Delivery Period E.G. E.G. 1day, 1week	

Enquiries regarding the <u>quote</u> may be directed to: Contact Person: <u>Nolwazi Mthembu</u> Tel. <u>033-815 8411</u>	Enquiries regarding <u>technical information</u> may be directed to: Contact Person: <u>Bonginkosi Mathe</u> Tel. <u>066-1588291</u>
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## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to quote (includes a price quotation, advertised competitive quote, limited quote or proposal). In view of possible allegations of favouritism, should the resulting quote, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
- the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the quote(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the quote.
2. In order to give effect to the above, the following questionnaire must be completed and submitted with the quote.

- 2.1. Full Name of bidder/representative..... 2.4. Company Registration Number: .....  
 2.2. Identity Number: ..... 2.5. Tax Reference Number: .....  
 2.3. Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): ..... 2.6. VAT Registration Number: .....

- 2.7. The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below. [TICK APPLICABLE]

- 2.8. Are you or any person connected with the bidder presently employed by the state? YES ☐ NO ☐

- 2.8.1. If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....  
 Name of state institution at which you or the person connected to the bidder is employed: .....  
 Position occupied in the state institution: ..... Any other particulars: .....

- 2.8.2. If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES ☐ NO ☐

- 2.8.2.1. If yes, did you attach proof of such authority to the quote document?

*(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the quote.)*

- 2.8.2.2. If no, furnish reasons for non-submission of such proof: .....  
 2.9. Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES ☐ NO ☐

- 2.9.1. If so, furnish particulars: .....

- 2.10. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this quote? YES ☐ NO ☐

- 2.10.1. If so, furnish particulars: .....

- 2.11. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this quote? YES ☐ NO ☐

- 2.11.1. If so, furnish particulars: .....

- 2.12. Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES ☐ NO ☐

- 2.12.1. If so, furnish particulars: .....

### 3. Full details of directors / trustees / members / shareholders.

NB: The Department Of Health will validate details of directors / trustees / members / shareholders on CSD. It is the suppliers' responsibility to ensure that their details are up-to-date and verified on CSD. If the Department cannot validate the information on CSD, the quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.

### 4 DECLARATION

I, THE UNDERSIGNED (NAME)..... CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.

I ACCEPT THAT THE STATE MAY REJECT THE QUOTE OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

Name of bidder	Signature	Position	Date
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<sup>1</sup>"State" means -

- a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);  
 b) any municipality or municipal entity;

- c) provincial legislature;  
 d) national Assembly or the national Council of provinces; or  
 e) Parliament.

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

## SPECIAL CONTRACT CONDITIONS OF QUOTATIONS

### 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 institution is under no obligation to accept the lowest or any quote.
- 3.2. The price quoted must include VAT (if VAT vendor). However, it must be noted that the department reserves the right to evaluate all quotations excluding VAT as some bidders may not be VAT vendors.
- 3.3. The bidder must ensure the correctness & validity of quote:  
(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*
- 3.4. 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.
- 3.5. This quotation will be evaluated based on the 80/20 points system, specification & correctness of information. All required documentation must be completed in full and submitted.
- 3.6. Offers must comply strictly with the specification.
- 3.7. Only offers that meet or are greater than the specification will be considered.
- 3.8. Late quotes will not be considered.
- 3.9. Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.
- 3.10. A bidder not registered on the Central Suppliers Database or verification has failed will not be considered.
- 3.11. All delivery costs must be included in the quote price, for delivery at the prescribed destination.
- 3.12. 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.
- 3.13. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.14. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered. Furthermore a verification will be done to identify if bidders have multiple companies and are quoting (cover-quoting) for this bid. In such instances only the cheapest bid according to specification will be considered.

### 4. SAMPLES

- 4.1. 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.
- 4.2. **Samples must be made available when requested in writing or if stipulated on the document.**  
(i) If a Bidder fails to provide a sample of their product on offer for scrutiny against the set specification when requested, their offer will be rejected. All testing will be for the account of the bidder.

### 5. COMPULSORY SITE INSPECTION / BRIEFING SESSION

- 5.1. 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 14 / 09 / 2021 Time 10 : 30 Place Mosvold Medico Legal Mortuary

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

- 6.1. 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.

## 7. SUBMISSION AND COMPLETION OF SBD 6.1

- 7.1. 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.

## 8. TAX COMPLIANCE REQUIREMENTS

- 8.1. 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.*
- 8.2. 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.*

## 9. TAX INVOICE

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

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

## 10. PATENT RIGHTS

- 10.1. 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.

## 11. PENALTIES

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

## 12. TERMINATION FOR DEFAULT

- 12.1. 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.
- 12.2. 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.
- 12.3. 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.

**FAILURE TO COMPLY WITH ABOVE WILL RESULT IN YOUR QUOTE BEING PASSED OVER.**

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

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

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

### 1. GENERAL CONDITIONS

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

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

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

### 2. DEFINITIONS

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

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

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

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

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

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

### 5. BID DECLARATION

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

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

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

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

### 7. SUB-CONTRACTING

(Tick applicable box)

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

YES		NO	
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7.1.1 If yes, indicate:

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

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

(Tick applicable box)

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

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

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



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

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 **TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]**

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

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

9.6 **COMPANY CLASSIFICATION [TICK APPLICABLE BOX]**

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

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

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

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

**WITNESSES**

- 1. ....
- 2. ....

**SIGNATURE(S) OF BIDDERS(S)**

DATE: .....

ADDRESS.....  
.....  
.....



**KWAZULU-NATAL PROVINCE**  
**HEALTH**  
REPUBLIC OF SOUTH AFRICA

## **INFRASTRUCTURE DEVELOPMENT**

# **MTUBA FORENSIC MORTUARY: THREE YEAR MAINTENANCE AND REPAIRS CONTRACT OF PLUMBING INFRASTRUCTURE**

Prepared by: Mr BN MATHE

JULY 2021

## **1 INTRODUCTION**

There are two (3) forensic mortuaries at UMkhanyakude Health District and one of them is Mtuba Forensic Mortuary situated in Mtuba Police Station.

## **2 PLUMBING SYSTEMS' MAINTENANCE**

The successful service provider must perform "preventative" and "reactive/corrective" maintenance. The service provider must work more towards maximum preventative maintenance, preferable to maintain 80:20 ratios (preventative to reactive) at all times.

### **2.1 PREVENTATIVE MAINTENANCE**

This type of maintenance is best defined as: regular activities performed on the system to keep it functional in order to prevent major plumbing problems. This involves inspection, condition monitoring, testing, cleaning etc. In order to achieve the maximum performance of the system and associated accessories, attention must be focused on preventative maintenance. Each of the prescribed inspection and test activities, services and reactive maintenance must be conducted by a competent person and records must be kept in a dedicated "file". The contractor must develop inspection and test, services and maintenance plans documents based on the following guide activities (with additions welcomed) for the approval by DOH Engineer within 14 days of the contract establishment.

#### **2.1.1 SCOPE OF WORK**

The following are the recommended preventative maintenance intervals for the plumbing system based on the current unknown condition status. The preventative maintenance scope of work is provided with the BOQ.

##### **2.1.1.1 Condition assessment**

- Conduct a condition assessment for the entire plumbing system at the mortuary.

##### **2.1.1.2 Once Off scope of work**

- Jetting of Sewer-line from all buildings to the main line
- Cleaning and maintenance of gutters and downpipes in all facilities' buildings (excluding painting)

##### **2.1.1.3 Monthly inspection and cleaning scope of work**

- Perform monthly inspections to check, record and remedy the condition of the gutters, water down pipes, all drains (water, sewage, autopsy etc.), all taps, all toilets, etc. on the plumbing system at UMkhanyakude Health District Mortuaries (Mtuba MLM).
- Opening and cleaning all water/sewer manholes

##### **2.1.1.4 Quarterly service scope of work**

- Perform monthly inspections and cleaning scope of work
- Cleaning and servicing of all hand wash basin waste traps in all the buildings (where applicable)

- Cleaning and servicing of all urinal waste traps in all buildings (where applicable)
- Ensure that no leaking water tap (cold/hot) in and out of the buildings (where applicable).
- Ensure that main water meter is functional all the time (where applicable)
- Cleaning and servicing of all toilet waste traps in all buildings (where applicable)
- Cleaning and servicing of all internal drainage system and trapped material (rubble) in all buildings

## 2.2 REACTIVE MAINTENANCE/MARK-UP ON MATERIALS, SPARE PARTS, PLANT AND EQUIPMENT

The reactive maintenance is triggered by a failure that usually requires repairs. This type of maintenance is best defined as: that maintenance activity that has to be performed when the equipment has already failed/broken to bring it in the serviceable operational state. In case of works needing materials or spares to do repairs, for completion of the allocated work, a maximum mark-up on the supplier's nett invoiced value, before the addition of VAT of materials and spare parts is allowed.

**NB:** Approval for specifications of the items to be used and spares shall be obtained prior to the purchase of such items.

This type of maintenance will be conducted by a successful Contractor on a cost-proven basis where parts, travelling and labour rates will be considered. A provisional sum will be set aside.

- Mark up on bought out items: 25% Maximum of the value

## 3 MAINTENANCE SPECIFICATION

Details of the scope of work to be executed as part of preventative maintenance are provided in the BOQ.

### 3.1 TECHNICAL EVALUATION CRITERIA (RETURNABLE DOCUMENTS)

*This must be read in conjunction with the Technical evaluation (Evaluation Criteria)*

- Proof of Financial Standing** – See technical evaluation criteria
- Foreman/Supervisor, Artisans' Competency and Experience**
  - **Proof of plumbing trade test certificates.**
  - **Proof of plumbing maintenance and repairs experience, Detailed CV covering the above will be required, with traceable references.**
- CIDB Category: 1 SO or above**
- Locality:** distance in km from contractor's premises to Mtuba Forensic Mortuary.
- Plumbing related maintenance Health and Safety Management Plan.**

## 4 PURPOSE, SCOPE AND DEFINITIONS OF CONTRACT WORK CATEGORIES

The purpose of this Three (3) year contract is to procure the services of a reputable, competent and accredited Service Provider to be able to execute maintenance and repair works on plumbing systems in at Mtuba Forensic Mortuary.

## **5 DEFINITIONS OF WORK CATEGORIES**

The work categories are as under:

### **5.1 MAINTENANCE**

**Maintenance:** (including preventive maintenance) defined as work required for the upkeep any existing plumbing works, which is presently functioning, in operational order.

### **5.2 REPAIRS**

**Repairs:** defined as that work required to be executed on any existing plumbing work, which is at present not functioning and must be returned to its original state of functioning by replacing it with new equipment of the same capacity/capability and technological features.

## **6 SERVICE LEVEL AGREEMENT**

A successful bidder shall enter into a service level agreement (SLA) with the Department upon being awarded the Contract. The service level agreement shall be entered and agreed upon within five (5) days after awarding of the Contract. The successful bidder must arrange a meeting with the Department's Engineer two (2) days after being awarded the Contract to discuss the SLA.

## **7 SITE SPECIFIC REQUIREMENTS**

- Upon arrival, the service provider shall provide the relevant certification for skilled personnel, together with ID or clear copy of ID. Semi-skilled and unskilled are required to produce clear ID.
- For all scheduled work, prior arrangements (2 days before the start date) to visit site shall be made with the DOH Engineer or Facility Manager.
- The work areas must be properly demarcated when work in progress and there must be no disruptions and no health and safety risks to people visiting and occupying the facility.

## **8 IMPLEMENTING WORK AND REPORTING ON SITE**

- All contractor employees are required to report to the Facility Manager or his delegated official **upon arrival and prior to departure/upon completion of work.**
- Upon arrival and departure (completion of work), all contractor employees must sign the *Contractors Site Visit Register* which will be kept in the facility by the Facility Manager.
- A job sheet must be completed on site by the service provider indicating the time worked for a job allocated. The job sheet is to be signed and stamped with a dated facility stamp by the facility manager or his/her delegated official on site. This will be issued to the awarded contractor.

The document required to effect invoice pay-out is as follows:

- i) Instruction issued to carry out works on a particular scope.
- ii) Job sheet, stamped (or signed) and dated by facility manager or his/her designated official.
- iii) Attendance/site visit register
- iv) Report on scope executed.

- v) Service provider's invoice.

The work will be paid on the basis of time in job sheet and in accordance with the agreed contract rates.

Report must be sent to the DOH Infrastructure Engineer and the copy to the Facility Manager within 5 days of the works completion.

## **9 EQUIPMENT TO BE PROVIDED BY THE SERVICE PROVIDER**

The service provider shall supply all plant, material, consumables and tools required to carry out the scope of work related to plumbing maintenance and repairs at Mtuba Forensic Mortuaries.

Where a service provider is required to hire plant or equipment which does not form part of their normal plumbing scope of work, prior approval shall be obtained from the Department's Representative. The name of Department's Representative will be communicated to the appointed contractor.

## **10 MEANS OF COMMUNICATION**

The contractor will be notified by phone call and email and of any fault by the Facility Manager or delegated Official. The phone call shall be made to both the Contractor and the designated Engineer. The phone call will be followed up by an email from the Facility Manager or delegated Official to the contact person of the contractor available **24/7**. The contractor shall provide an alternative contact number and email address. The contractor employee(s) shall notify the engineer upon arrival on site by means of email or phone call which will be more suitable.

## **11 TERMINATION CLAUSE**

The Department of Health reserves the right to terminate the contract if the contractor breaches any of the agreements. All applicable conditions will be on the SLA.

If the Contractor, during the contract term, is suspected to be misinforming or misleading the department with regards to the plant status, or is supplying replacement parts that are not necessary, or supplying at a price way above the market price, or is suspected of sabotaging the plant all with the intention of making money from the Department, the Contractor will be subjected to investigation and disciplinary hearing which can lead to termination of Contract as well as permanently removing the company from the Government database which will prevent the contractor from conducting any form of business/work for Government.

The contract will be deemed as expired at end of 3 years from the date of agreeing and signing SLA or exhaustion of funding allocated to the contract.

## **12 REDUNDANT MATERIALS, SPARE PARTS, PLANT AND EQUIPMENT**

Redundant material(s) which arise from repairs, stripping and work carried out must be removed from site and disposed of by the service provider. Such redundant material(s) parts are to be inspected, by the Department's representative to confirm that such parts are indeed defective. The contractor takes full responsibility of safe disposal of redundant materials. Upon disposal of redundant material(s), a

disposal certificate/note shall be issued by the contractor to the facility for record keeping and proof that disposal was safely and correctly done.

All repair works shall be approved by the Engineer before being carried out by the Service Provider and the following shall apply;

- a) Upon inspections, service and (or) call out to the Service Provider and an equipment/component/plant/system is found to be in need of repairs, the service provider shall immediately notify the Engineer and the Facility manager of all necessary repairs that need to be carried out.
- b) The service provider shall NOT commence with the repairs until instructed to do so by the Engineer through formal (SMS, Email, WhatsApp/Phone call) communications.
- c) The service provider will quote for all necessary repairs following submission of the report of findings and recommended scope of work.
- d) The service provider will be instructed by the Engineer or his designated official to proceed with all repairs below R10 000.
- e) All repairs above R10 000 will be subject to verification of the quote to be within the market price. In this case, other service providers can be given a chance to quote on the same scope of work and the cheaper quoted service provider will be instructed to proceed with the repairs work.
- f) All repairs above R15 000 can be subjected to open bidding process. The work request will be assessed by the Engineer and will depend on the level of urgency of the work (whether it's emergency work or urgent).

### **13 INVESTIGATION, TESTING AND COMPLETION OF THE WORKS**

The service provider shall conduct a root-cause analysis for incidents reported and produce a report with recommendations to prevent the same issue from reoccurring. The service provide shall rectify and satisfy him/herself that the works completed are tested, completed and to specification in all respects, and to the satisfaction of the responsible official before handing over to the Department. The trade tested artisan is deemed as a competent supervisor for the supervision of the works. It is not the responsibility of the Department, or it's duly appointed representatives, to perform such functions on behalf of the service provider.

### **14 AVAILABILITY AND RESPONSE TIME TO BREAKDOWNS**

The service provider is required to be available twenty-four (24) hours per day, seven (7) days per week, including public holidays, to respond to breakdowns as and when instructed to do so.

#### **14.1 NORMAL CASES**

The service provider's response time must be 4 hours, maximum from the time a fault is reported for normal cases or not life threatening cases.

## 14.2 EMERGENCIES

When a service provider is appointed as the responsible service provider at a specific institution/building/facility for a specific period, the service provider's **response time must be 2 hours, maximum from the time a fault is reported for emergencies.**

If an emergency fault or matter reported is not attended to within a particular time of the time of reporting, a penalty shall be imposed, to be detailed on the SLA. A contact number and an email address shall be provided by the service provider for 24-hour contact to report faults.

## 15 COMPLIANCE TO OHS ACT

The works shall be carried out in full compliance to Occupational Health and Safety Act and Regulations and all relevant Acts and Standards. All safety precautions required for working on plumbing systems shall be taken into account and a **risk assessment shall be conducted by the service provider.** Suitable PPE (Personal Protective Equipment) shall be worn at the time of duty. The contractor is fully liable for safety and security of his personnel and shall notify the Department of Health for all incidents

## 16 APPLICABLE RATES

### 16.1 LABOUR

The standard applicable labour rates are included in the line items the contractor quotes for. The labour rates will only apply during repairs. These labour rates are taken to cover all of the service provider's supervision, administration and overhead costs, printing of standard service schedules, consumables, insurance, sundries and preliminaries and profit.

The labour rates will remain constant for the three (3) years of the contract period.

### 16.2 TRAVEL AND TRANSPORT

The Contractor will be reimbursed for any travelling and transportation of employees or provision of normal tools, etc. required for carrying out the agreed scope of work as per the latest departmental fuel rates for repair works.

Contractor's hourly rate will not be applicable when travelling to and from site during repairs. **Hourly rates are applicable when employees are on site busy carrying out work as per the callout instructions.**

#### 16.2.1 Overtime Work

Where overtime work has been authorized by the Department, overtime rates shall be applied as follows:

<b>Monday to Saturday inclusive</b>	<b>All overtime hours worked = normal time x 1.5</b>
<b>Sundays and public holidays</b>	<b>All overtime hours worked = normal time x 2</b>



**Note:** For the purposes of determining when overtime shall commence, it will be taken that the normal working day is between the hours of 07h30 to 16h30, Monday to Friday.

## 17 MARK-UP ON MATERIALS, SPARE PARTS, PLANT AND EQUIPMENT

In case of works needing materials or spares to do repairs, for completion of the allocated work, a maximum mark-up on the supplier's nett invoiced value, before the addition of VAT of materials and spare parts is allowed.

The repairs will be at a proven cost plus mark-up basis. The following scale will apply in respect of the maximum allowable mark-up on the sum total cost, prior to the addition of VAT, on all materials, spare parts, outsourced work, plant and equipment related to plumbing work.

**NB:** Approval for specifications of the items to be used and spares shall be obtained prior to the purchase of such items.

- R1.00 to R 99 999.99 Mark-up @ 20%
- R 100 000.00 to R 200 000.00 Mark-up @15%
- Mark up on hired transport @10%

## 18 SCHEDULE OF RATES

DESCRIPTION			
<b>Labour:</b>  Supply the services of a reputable, competent and accredited plumbing Contractor for carrying out plumbing maintenance, troubleshooting and repair works including all Health and Safety compliance  Supply the services of skilled, semi-skilled and skilled personnel.			
	Labour Rates Excluding VAT	Rates	
ITEM	SKILL REQUIRED	QUANTITY	NORMAL RATE/HR
17.1	Traded tested artisan (Plumber).	1	
17.2	Semi-skilled labour rate per hour	1	
17.3	Unskilled labour rate per hour	1	
17.4	Subtotal for labour per hour (in Rands)	3 (Artisan, Semi-skilled, Unskilled)	

## 19 BILL OF QUANTITY (BOQ)

DESCRIPTION				
<b>Labour:</b> Supply the services of a reputable, competent and accredited Service Provider for carrying out preventative and reactive/correction maintenance including all Health and Safety compliance.				
Preventative Maintenance		Quantity	Unit Price	Total Cost (Excluding VAT)
18.1	<b>Mtuba Forensic Mortuaries-</b> Conduct a condition assessment annually of the plumbing system and provide a report highlighting the status quotes, interventions required, etc. (The cost includes time to be spent on site, travelling, producing report) for Mtuba Forensic Mortuary and issue Plumbing certificate	3		
18.2	Perform <b>Bi-monthly</b> inspections (gutters, down pipes, drains, taps, toilets, etc.) on the plumbing system at <b>Mtuba Forensic Mortuary</b> as per the scope of work (including labour, consumables, spares, material, tools, transport cost). Tighten all loose connections.	18		
18.3	Perform <b>Quarterly service</b> on the plumbing system at <b>Mtuba Forensic Mortuary</b> as per the scope of work (including labour, consumables, spares, material, tools, transport cost)- Cleaning and maintenance of gutters and downpipes in all facilities' buildings (excluding painting) at Mtuba Forensic Mortuary – <b>Once off</b> (including labour, consumables, spares, material, tools, transport cost)	12		
18.4	Jetting of Sewer-line from the all building to the main line at Mtuba Forensic Mortuary – <b>Annually</b> (including labour, consumables, spares, material, tools, transport cost)	3		
18.5	Note that 150 hours is allocated for this contract for 36 months Subtotal for 150 hours' worth of labour in 36 months (in Rands). This must be combined hours for (artisan, semi-skilled and unskilled)	150 hrs		
18.6	Note that R100 000,00 is allocated for this contract as a provisional sum for procurement of material, when required.	1	R 100 000,00	
<b>Sub – Total amount</b>				

DESCRIPTION	
Labour:	
Supply the services of a reputable, competent and accredited Service Provider for carrying out preventative and reactive/correction maintenance including all Health and Safety compliance.	
VAT (Only if VAT vendor)	
Grand Total Amount	

Notes:

- Whilst 150 hrs is allocated for labour for combined artisan, semi-skilled and unskilled, does not imply that each time the service provider will claim for all three. This shall be depending from circumstance as to how many people are required for the job.

## 20 EVALUATION CRITERIA

The Contractor must have the correct minimum CIDB of 1 SO grading to be considered for further scoring. The weighting for Quality and functionality out of 100 sub-points is as follows. The threshold score, below which tenderers are eliminated from further consideration, should be 70%

Evaluation Criteria	Deliverables	Points	Sub Points Scoring
1. SUPERVISOR/ ARTISAN COMPETENCY AND EXPERIENCE			
Competency and experience of site management personnel supported by curriculum vitae	Proposed technical team member, which is backed up by their curriculum vitae with traceable reference that detail technical qualifications and demonstrate extensive experience on similar projects.	30	30 Supervisor/Artisan has Plumbing Trade Test certificate plus more than 3 years proven experience in Plumbing maintenance and repairs. Plumbing Trade Test Certificate as well as detailed CV to be attached.
			20 Supervisor/Artisan has Plumbing Trade Test certificate but less than 2 years proven experience in Plumbing maintenance and repairs. Plumbing Trade Test Certificate as well as detailed CV to be attached.
			10 Supervisor/Artisan has Plumbing Trade Test certificate plus more than 1 year proven experience in Plumbing maintenance and repairs. Plumbing Trade Test Certificate as well as detailed CV to be attached.
2. COMPANY COMPETENCY AND EXPERIENCE			
Competency and experience of the tenderer on similar sized projects.	Competency and experience of the tenderer on similar sized projects. Backed up by letter of award or Order and completion certificates.	30	30 Where 3 or more projects of a similar nature and scope of works have been completed in the past 5 years. Submission to include letter of award/ copy of Order and Completion Certificate
			20 Where 2 or more projects of a similar nature and scope of works have been completed in the past 5 years. Submission to include letter of award/ copy of Order and Completion Certificate

			10	Where 1 or more projects of a similar nature and scope of works have been completed in the past 5 years. Submission to include letter of award/ copy of Order and Completion Certificate
3. FINANCIAL CAPABILITY				
Financial Capability to start the project	Submission of proof on available capital and proof of credit limit that can be obtained from financial institutions	20	20	Proof of capital of at least 7% tender value
			10	Proof of capital of between 3-6%
			5	Proof of capital less than 3%
4. RESPONSE TIME				
Response time to call outs for breakdown.	Submission of proof of response time schedule. Contractor to attach Map showing estimated kilometres and travelling time from his/her premises to Mtuba Forensic Mortuary	20	20	Response time within 2 hours.
			10	Response time within 3 hours.
			0	Anything beyond 3 hours, does not meet the requirement