

SharePoint

Mthembu Nolwazi1

KZN Health > Components > 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/0686/22

Item Category: Services

Item Description: Three(3) Years contract for maintenance of Refrigeration at Eshowe MLM

Quantity (if supplies): 01

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Compulsory Site Visit

Date: 2021-09-15

Time: 13H30

Venue: Eshowe MLM

QUOTES CAN BE COLLECTED FROM: www.kznhealth.gov.zaQUOTES SHOULD BE DELIVERED TO: Quotations.scmho@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

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/0686/22 CLOSING DATE: 17/09/2021 CLOSING TIME: 11:00

DESCRIPTION: Three year contract for maintenance of Refrigeration (Cold and Freezer rooms)

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 DATE.....
[By signing this document I hereby agree to all terms and conditions]

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 Refrigeration (Cold and Freezer rooms) for Eshowe MLM				
		NB: Specification attached				
		Compulsory Site Inspection				
		Venue:Eshowe MLM				
		Date: 15/09/2021 @ 13H30				
		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 state¹, 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):..... 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

¹"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.

²"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 15 / 09 / 2021 Time 13 : 30 Place Eshowe Medico Legal Mortuary

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

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	
-----	--	----	--

7.1.1 If yes, indicate:

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

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

(Tick applicable box)

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

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

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

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

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]

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

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

9.6 COMPANY CLASSIFICATION [TICK APPLICABLE BOX]

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

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

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

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

WITNESSES

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS:
.....
.....



KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

INFRASTRUCTURE DEVELOPMENT

ESHOWE FORENSIC MORTUARY: THREE YEAR MAINTENANCE AND REPAIRS CONTRACT OF REFRIGERATION (COLD ROOM AND FREEZER ROOM) SYSTEMS

Prepared by: Mr BN MATHE

AUGUST 2021

1 SECTION A: SPECIAL CONDITIONS

1.1 Scope

The scope of the document calls for:

- a) The implementation of preventative maintenance to Refrigeration Units (Cold Room and Freezer Rooms) equipment of the facility listed as per **clause 1.3** and includes responding to unplanned plant breakdown repairs (corrective maintenance and occurrence management)

1.2 Contract

- a) The contract that applies to work executed as part of this specification will be valid for a period of 36 months (thirty-six).

1.3 Site

- a) The Contractor will be required to conform to such Acts (e.g. Act 53 of 1985: Control of Access to Public Premises and Vehicles), regulations and restrictions affecting access to and use of the site as laid down by the Head: Health or his/her designee. Bidders should also note that the buildings are occupied and that permission for access should be obtained from the authoritative person on site. This contract shall apply to the following site locations/facilities:

King Cetshwayo Health District Forensic Mortuaries	CIDB Grading Required
Eshowe Forensic Mortuary	1 ME

1.4 Programme

- a) The Contractor shall within 20 business days of receiving the appointment, submit to the Head: Health a schedule which indicates when each system or piece of existing equipment will be inspected and full comprehensive report on the condition of the said equipment be provided. The Contractor will then compile a maintenance schedule of the equipment. This schedule shall be prepared in accordance with the frequency schedule in **Section B, Clause 2.3**. Once this schedule is approved by the Head: Health or his/her designee, the Contractor shall do the maintenance in strict accordance with this schedule. The Contractor shall not commence with the maintenance schedule unless all schedules have been approved.
- b) The Maintenance Schedule shall include the Health & Safety File for the approval of Head: Health or his/her appointed designee.

1.5 Scaffolding

- a) The Contractor shall include in his rate for the supply, erection, moving as required and removal of all scaffolding and platform equipment necessary for the execution of the maintenance.
- b) Scaffolding and platform equipment to form part of the Health & Safety File and be approved as contemplated in the regulations, the OHS Act 85 of 1993 Construction regulations 2014 and/or SANS 10085.

1.6 Accommodation

- a) The Contractor shall be responsible for providing accommodation for his staff as and when may be required. No site accommodation will be provided by the Department of Health. The Contractor shall however make the response time upon call out as per **section B clause 2.6**.

1.7 Damage to the works

- a) The Contractor shall exercise due care to avoid causing damage to the building, equipment and works during the progress of the Contract. He/she will be held responsible for any damage caused to works by his/her negligence and shall be liable for all costs incurred in making good such damage to the satisfaction of the Head: Health or his/her appointed designee.

1.8 Contract Period

- a) The period of this contract shall be 36 (thirty-six) months with the option to extend for a further 12 (twelve) months. The extension shall be by written request by the Head: Health or his/her appointed designee. The maximum contract period including extensions shall not exceed 48 (forty-eight) months. The contract period shall commence from the date that the site is handed over to the Contractor or 20 (twenty) business days after the date of the letter accepting the bid, whichever is the earlier. Contract extension shall be by means of a written appendix to the contract, which shall be issued to the Contractor by the Head: Health or his/her appointed designee, 1 (one) calendar month before the initial contract period expires. The Client has no obligations to renew the contract after the initial contract period has lapsed and no claim what so ever shall be considered if the contract is not renewed.
- b) The Contractor must notify the Head: Health or his/her appointed designee of the last impending Maintenance Schedule date three (3) calendar months before initial expiry of the Contract, excluding extensions, to give all parties enough time to prepare for the handover process.

1.9 Contractors' liability in respect of defects:

- a) Any defects or faults which appear within three (3) months from the completion of works or part thereof and the replacement of components and parts of any installation, shall be made good by the Contractor within such period as may be determined by the Head: Health or his/her designee in writing to the Contractor.
- b) Should the Contractor fail to rectify the defects or faults referred to within 1 calendar month, the Head: Health or his/her designee shall, without prejudice to any other rights that he may be entitled to rectify such defects or faults or to arrange for the rectification thereof and to recover from the Contractor any damages which the user and/or Head: Health or his/her designee may have suffered as a result of the Contractor's failure to carry out the terms of the contract.
- c) If the Contractor or any person employed by the Contractor should perform any action, and/or procedure, which may cause damage of whatever nature to the property of the Head: Health or his/her designee, the Contractor shall be responsible for all repair work to such damages as per **Clause 1.7**. The response and negligence to respond by the Contractor to rectify any damages to the satisfactory of the Head: Health or its representative shall be addressed as determined by this contract.

1.10 Payment, Omissions and Penalties

- a) The Contractor shall be entitled to receive payment for scheduled maintenance monthly after the completion of scheduled maintenance. Payments shall be based on VAT invoices. Contractor shall submit with his invoice a detailed service report on the service done and condition of the works. Payment processes shall commence upon receipt of such service report.
- b) The Contractor shall be entitled to receive payment on additions to this contract, after the work has been 100 % completed, inspected and approved by the Head: Health or his/her designee. Such work must have been proposed for review, consideration and approval by the Head: Health or his/her designee and this work shall not commence until such approval has been obtained in writing
- c) If any aspect of the scheduled maintenance and/or servicing is not attended to during that month, written notice shall be given to the Head: Health or his/her designee of such cases, with full explanation of why the works were not executed according to schedule. No payment shall be made in respect of that month's invoice. The Contractor shall be in default until written notice has been received by the Head: Health or his/her designee that the issues were attended to and that the work has been inspected and verified by both parties. The Head: Health or his/her designee shall respond within 5 (five) working days to inspect the site with the Contractor from the date of receiving written notice from the Contractor. The Contractor shall only then be entitled to reclaim that month's payment.
- d) Any payment invoice shall be regarded as open and shall be subject to revision and adjustment by the Head: Health or his/her designee should the Contractor be found to be in default for any work done. The money related shall be deducted from the next invoice should it be found that the previous month's services were not performed and the related previous invoice was paid.
- e) No invoice amount paid to the Contractor shall act as proof that the work has been executed and accepted by the Head: Health or his/her designee that will indemnify the Contractor of his responsibility and duties regarding the requirements as stated in this documents.

1.11 Defaults by Contractor

- a) The Contractor shall be in default if he/she:
 - Breaches and/or neglects to comply strictly with any of the conditions of this contract or any instruction and orders given to him in writing in terms of this contract.
 - Does not follow the contracted and agreed maintenance scope and schedule.

Should the Contractor be in default, the Head: Health or his/her designee shall, from time to time, be entitled to adopt all or any one or more of the following courses, either wholly or partly or by way of substitution or successor;

- b) To allow the Contractor to proceed with the works and to recover a penalty of one hundred (100) cents per hundred rand (R100) of the total contract value of the agreement per day for each day that the work may be in arrears. Such penalty may be recovered or may be deducted as from the date of execution stated in contract, or any extension thereof, from any payment due or to become due in terms of this contract.

- c) To instruct the Contractor in writing to discontinue the work on specified date and to vacate the site. The Contractor shall not be entitled to refuse to withdraw from the work on the ground of any right whatsoever. The Head: Health or his/her designee may there upon adopt the following courses:
- i) Cancel the contract and enter into a further contract, by instruction with any other Contractor for the execution of the works or any portion thereof for the rest of the contract period, at such times and upon such terms as the Head: Health deems fit:
 - ii) Provide such number of persons and purchase such material as the Head: Health and user deem fit execute the works or any portion thereof:
- d) If the execution cost of the works for the rest of the contract period exceeds the amount still due in terms of the contract, if any, the Head: Health may, without any prejudice, recover such excess from the Contractor. The Head: Health shall be entitled to deduct such excess from any amounts still due in terms of this contract or any other contract existing between the Contractor and the Head: Health. The Contractor hereby agrees and binds himself, his successor in title, not in any way to dispute the right to deduct such amounts.
- e) If the contract or portion is cancelled the Head: Health may make an assessment of the cost of executing the works for the rest of the contract period and deduct such assessed amount from any of the aforesaid amounts that may be due to Contractor. If it later transpires that the actual cost of executing the works for the rest of the contract period is less than the assessed amount, such excess shall be refunded to the Contractor.
- f) The Contractor shall not be in default if it can be proven that the works could not be executed due to unforeseen circumstances beyond the Contractors control or acts of God. In that case the Contractor must notify in writing the Head: Health or his/her designee of such instance and provide a recovery plan to execute the works without affecting the subsequent scheduled activities.

1.12 Maintenance and repair instruction

- a) The Contractor will be responsible to the Head: Health or his/her designee and will receive written instructions for repairs and reported faulty plant operation solely from the Head: Health or his/her designee. The Contractor shall not discuss maintenance and plant operation procedures or pass comment to occupants of the facility or any other person or persons. The Contractor shall not under any circumstance carry out works issued by any other persons except instructions from Head: Health or his/her designee.

1.13 Substitutions of materials

- a) No substitutions of the articles or materials specified in this document will be permitted unless the authority of the Head: Health has been obtained, in writing, before the bid close and Contractor will otherwise be required to provide and or use the specified articles or materials. Approval of any request for the substitution of any article or material will only be considered when Head: Health is satisfied that if the substitution is approved, there is sufficient time remaining before bid close to advise all other bidders accordingly.

1.14 Applicable codes

All equipment supplied, all detailed layout and all work performed shall be in strict accordance with the following minimum but not limited to codes:

- a) The latest edition of the Health and Occupational Safety Act, Act 85 of 1993, as amended,

- b) Construction Regulations, 2014
- c) All applicable HVAC & R, SANS and ISO Standards
- d) The latest edition of the SANS 10142 code of practice for the wiring of premises
- e) The relevant local authority (Municipality) regulations

Should the specification and/or drawing (if any) be at variance with one or more of the above mentioned codes, the Contractor shall inform the Head: Health of his/her designees in writing of such variance. The Contractor shall apply the conditions of the statutory codes unless instructed in writing by the Head: Health of his/her designee to do otherwise.

All material shall, unless otherwise specified, comply with the requirements of the relevant SABS specification.

1.15 Exclusions from contract

- a) The costs of repairs necessitated due to misuse (other than the misuse by the Contractor or his employee) and the replacement of parts with parts of a different or updated design shall be borne by the Head: Health.
- b) The following items of the installation are not included or covered by this agreement
Damage to enclosures, surround and sills (including all finishes and corrosion, wall panels, suspended ceiling, light diffusers, handrails, mirror, carport or floor covering) telephone, intercommunications system, closed circuit television system and power generating plants; however, the conditions of the above items shall be reported.
Fire and water damage beyond the control of the Contractor.
- c) The Contractor shall not require to install at his cost any additional equipment to the installation which is recommended or required by Insurance companies, Government, and Provincial, Municipal or any other authority

1.16 The Head: Health or his/her designee agree and undertake:

- i) To ensure that at all times the installation will be used in a reasonable manner
- ii) To advise Contractor as soon as possible if the installation becomes inoperative
- iii) Not to authorize or allow any person other than the Contractor to carry out any work, whatsoever, on the installation during the period of this agreement, except in terms of **Clause 1.9** or, unless the prior written consent of the Contractor has first been obtained, or where the Contractor is unavailable or where the Department of Health or it's staff or agent had been unable to contact the Contractor for a continuous period of three days. The Head: Health or his/her designee still has the right to then claim the damages or loss suffered by the Department from the Contractor
- iv) To immediately notify the Contractor of any injury or harm to any person or property resulting from the usage of the installation and shall supply to the Contractor all available relevant information concerning any incident
- v) To notify the Contractor of any changes of ownership of the installation or any change of postal address.
- vi) In addition to the maintenance charge, to adjust payment for any change in the rate of the Value Added Tax.
- vii) To ensure that the Contractors workmen shall at all reasonable times have free and undisturbed access to the installation according to **Clause 1.3**.

1.17 Monthly maintenance co-ordination meeting

- a) An air conditioning maintenance-coordinating meeting shall be held once a month at the contracted facilities. The Facility Maintenance Manager (or chief artisan or appointed designee) and the service manager/plant technician from the successful bidder's organization shall be required to attend this meeting.

1.18 Equipment detail

- a) The equipment involved in this contract is provided under the **equipment schedule section of this document, Annexure C.**

1.19 Maintenance duties

- a) The duties involved in this contract once awarded are those provided under the maintenance schedules section of this document.

1.20 Work included in this contract but to be carried out by others

- a) For specialized equipment, it is a condition of this Contract that the successful bidder shall enter into a separate contract with original equipment manufacturers (OEM's) or authorised agents of the OEM's, particularly for Chillers such as Trane, Carrier, York, CIAT, etc. The maintenance and service by OEM and the cost thereof will be subject to the same terms and condition as all other work included in this Contract.

2 SECTION B: MAINTENANCE SPECIFICATIONS

2.1 General

- a) This specification is for mechanical maintenance of all Refrigeration (Cold Room and Freezer Room) systems and associated equipment installed at the facilities as per **Section A, Clause 1.3**. The Contractor shall provide all the necessary tools and equipment to perform the maintenance procedures as specified. The Contractor shall further have and provide all the necessary measuring equipment to measure (Current, volts, air flow and water temperatures etc.). All measuring equipment shall have Calibration Certificates from an approved inspecting authority. The Contractor shall be familiar with and be capable to operate a Building Management System (BMS) if installed.

2.2 Site maintenance personnel

- 2.2.1 The Contractor shall provide fully competent registered Plant Maintenance Air conditioning/Refrigeration Technicians and their assistants. The said Plant Technicians must be competent person in terms of Health and Occupational Safety Act 85 of 1993 and SAQCC, and must be of clean and sober habits, fully conversant and experienced with the type of plant and equipment installed and must be capable of rectifying the malfunctioning of the equipment installed, including the following:

- a) All Cold Rooms and Freezers refrigeration units
- b) Electronic control equipment associated with the aforementioned equipment including thermometers, Gauges, transmitters, Pressure relief valves etc.
- c) All electrical equipment including PLC's

- 2.2.2 A plant technician or site manager shall be responsible to the Head: Health or his/her designee.

- 2.2.3 The plant technician must be provided with a telephone to enable him/her to be contacted for after hour's emergency breakdowns and/or repairs. He/she shall be provided with company vehicle. Should the plant technician fall sick or be otherwise indisposed the Head: Health or his/her designee is to be immediately advised and the Contractor must make immediate arrangement for a replacement. The replacement plant technician must be contactable telephonically for after-hours emergency repairs until such time the contracted plant technician returns to duty. This arrangement will also apply in the event of the plant technician being on vacation leave.

- 2.2.4 The plant technician shall provide proof that all staff who work on elevated plant sections have a basic fall arrest certificate to work at heights. The Certificate shall be from a recognized professional body.

2.3 Maintenance Conditions

This maintenance contract is based on the following service frequency schedule:

EQUIPMENT TYPE	SERVICE FREQUENCY
Cold room and Freezers (refrigeration)	Every 3 months

2.3.1 The details of the service requirements and the Price Summary Page contained in **Annexure B**. Refer to **Annexure D** for checklist for each of the services.

2.3.2 No spare parts are included: All spare parts, components and breakdown call outs will be charged in addition to the contract according to the rates and mark up as bidden for in this contract (see **Section B clause 2.6**). Should the representative of the Head: Health or his/her designee in their capacity find that the spare parts or component failed due to any action caused by the Contractor or any neglect scheduled maintenance action, the Contractor will be responsible for all costs to replace spares and/or components including material labour and travelling costs.

2.3.3 The successful bidder must however prior to commencement with the contractual works produce in a table format the list of recommended long lead spare part items with an estimated duration of procurement for the consideration of the Head: Health or his/her designee.

2.4 Record keeping

- a) All maintenance activities will be recorded and monitored. The records shall be logged in accordance with the contracted schedules and be manually filed per plant. The logged records shall be provided to the Head: Health on a monthly basis prior to invoicing.

2.5 Applicable Rates

2.5.1 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.

2.5.2 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.**

2.5.3 Normal time and overtime

- a) All services are to be performed during working hours being 7:30 to 16:30 Monday to Friday inclusive. No overtime will be paid for scheduled maintenance services carried out after hours as overtime is not intended under this Contract.
- b) Overtime will only be entertained in cases of emergencies. Where working of overtime has been authorized by the Head: Health or his designee, overtime rates shall be applied as follows:

Monday to Saturday Inclusive	Sundays and Public Holidays
Overtime hours worked = Normal Time \times 1.5	Overtime hours worked = Normal Time \times 2

- **NOTE:** For the purposes of determining when overtime shall commence, it will be taken that the normal working hours are 07:30 to 16:30, Monday to Friday.

2.6 Break Downs and Call-Outs

- a) Breakdowns, call outs and/or complaints will be reported to the Contractor telephonically and shall be confirmed by facsimile or email by the Head: Health or his/her designee (**section A clause 1.12**). Upon arrival of such notice, the Contractor shall immediately acknowledge the receipt by telephone and confirm by email. **The Contractor shall respond to call outs within one (1) hour from the time of call notification by the Head: Health or his/her designee.** The Contractor shall repair and re-instate the system if this can be achieved with replacement parts available (NB: this shall be done after consultation and approval given by the Head: Health or his/her designee). A full technical report in writing shall be faxed/mailed to the Head: Health or his/her designee upon completion of the repair. If the system cannot be re-instated the Contractor shall within 24-hour period, prepare and submit a written call out report with quotation of material costs involved to repair the system based on the bidder's rates and mark-up and provide the quotation to the Head: or his/her designee. The quotation shall be accompanied by a detailed report of the specific problem experienced with the system. The quotation shall include the following minimum requirements:
- Itemized material costs including mark up
 - Any additional cost to be specified
- b) Should it be necessary the Head: Health or his/her designee will be entitled to adjust the quotations in consultation with the Contractor. Should the Head: Health or his/her designee find that the Contractor or his employees are responsible for the breakdown and/or failure of the equipment/components through:
- Willful actions
 - Neglect of scheduled maintenance regarding the prescribed program
 - Incompetence,

All costs involved in rectifying such breakdown and/or failure will be for the account of the Contractor and will be recovered in accordance with **section A clause 1.7 and 1.9**.

2.7 Down Time Allowable

- a) The maximum allowable downtime for the plant items on the contracted maintenance schedule per facility shall be as follows:

- Monthly Service : 3 Hours
- Annual Maintenance : 3 Days
- Breakdown Repairs : 3 Days

Exceeding these maximum allowable hours shall constitute breach of contract as per **section A clause 1.11** unless otherwise can be proven to have been not possible to meet due to reasons beyond Contractors control.

2.8 Spare Parts and Material

- a) On appointment, the successful bidder will be required to produce recommended spares and material list as part of his maintenance schedule as per **clause 2.3.2**.
- b) For non-stock items, e.g. motors, coils etc., the Contractor shall notify the Head: Health and/or his appointed designee, in writing, of the condition of the item in advance and the intention of replacing the part. This will allow the sufficient time for the procurement of the part without affecting plant downtime.
- c) Should spare parts be required which are not in stock the Contractor may be requested (NB: depending on SCM process feasible at the time) to obtain three quotations for such material/spare parts to submit to the Head: Health or his/her designee for adjudication and approval. Contractor will be paid a markup as per the contract for the purchase of such materials/parts.
- d) In the event that there are spare parts available in stores, no spare parts or material shall be used from the stores if not booked out in writing.

2.9 Redundant materials, spare parts, plant & equipment

Redundant materials and spare parts which arise from servicing or emergency and essential repairs must be listed by the Contractor's workmen and handed over to the responsible official at the institution and a signature obtained therefor.

Redundant materials, plant and equipment arising from planned replacement and upgrading work shall:

- a) When considered scrap by the Department i.e. having no monetary value and no use to anyone, be removed from site by the Contractor. An amount must be quoted for under the price schedule when required, for removal of scrap, which amount will form part of the total quotation method.
- b) When considered by the Department to have monetary value but is of no use to the Department the Contractor may be invited to submit a quotation for the purchase and removal of same from Site. The Employer reserves the right to accept or reject such quotations.

NOTE: The Service Provider is responsible for all redundant materials and spare parts until handed over. No scrap or redundant parts, material, equipment or plant may be removed from Site without the prior written authority of the Department.

3 SECTION C: PARTICULAR SPECIFICATIONS

3.1 TECHNICAL SPECIFICATION

3.1.1 GENERAL

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.

3.1.2 REPLACEMENT/NEW INSTALLATIONS

Tenderers are to make special note of the following:

- a) New installations (where applicable) shall be in accordance with the Occupational Health and Safety Act 85/1993 and all regulations framed therein shall be carried out to the satisfaction of the Department of Health.
- b) 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.
- c) 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.
- d) 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.
- e) New installations shall be maintained for a period of twelve months (12) after acceptance in writing by the Department of Health and shall allow for routine inspections not less frequently than two times a year.
- f) New installations must be guaranteed against defective parts and workmanship for a period of twelve months (12) after the date of issue of the Completion Certificate. This period shall run concurrently with the maintenance period.
- g) Rates are to include for commissioning and testing of the complete installation and handing over in working order ready for use.
- h) 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.
- i) The Department of Health reserves the right to make emergency repairs to keep the equipment in operation without voiding the Contractor's Guarantee, nor relieving the contractor of his 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.
- j) NOTE: All electrical equipment shall comply with NER Regulation of voltage.

4 TESTING AND COMMISSIONING

- a) All serviced and/or repaired/replaced equipment must be tested and proven in the presence of the Maintenance Department and Infrastructure Development before being signed off. The testing of the work will provide the Certificate of Conformity in the prescribed format by SARACCA.

5 MAINTENANCE MANUALS

Not Applicable

6 MAINTENANCE AND SERVICING

- a) The maintenance and servicing of the plant items shall be implemented in accordance with the maintenance schedules and frequencies prescribed under this contract. During execution of the works the Contractor shall respect OEM warranties to the Department of Health at all times when procuring spare parts, products or third party services. It will be the Contractor's sole responsibility to ensure that OEM warranty requirements are adhered to at all times.
- b) Where Contractors use or quote on spare parts of a lower quality or grade than that recommended by the OEM, or parts not recommended by the OEM, this must be clearly indicated and motivated to the Head: Health or his /her designee on the quotation.

7 CONTRACT MARK-UPS

7.1 Mark-Up On Materials, Spare Parts, Plant and Equipment

- a) A maximum mark-up on the Contractors nett invoiced value, before the addition of VAT of materials and spare parts shall be allowed by the Employer.
- b) The following sliding 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, plant and equipment.

1. R0.00 to R300 000.00

Mark-up	@ 20%
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2. R300 000.00 to R500 000.00

First R300 000.00	@ 20%
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Balance	@ 15%
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3. R500 000.00 Plus

First R300 000.00	@ 20%
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Second R200 000.00	@ 15%
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Balance	@ 13%
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NOTE: Mark-up may not be added to the proprietary items for which the Contractor is the Manufacturer, or Agent, and which he/she retails. Such items should not be supplied at more than normal retail price, which is taken to include the Contractor mark-up.

7.2 Mark-Up On Hired Transport

No mark-up is allowed for transport.

7.3 Mark-Up On Sub-Contract Services

- a) Work performed for the Contractor by a third party (sub-Contractor) on-site shall be invoiced at nett cost, prior to the addition of VAT, plus a maximum of 15%.
- b) Work performed for the Contractor by a third party (sub-Contractor) at the sub-Contractor's premises shall be invoiced at nett cost, before the addition of VAT, plus a maximum of 20%.

8 SCHEDULE OF RATES AND TARIFFS: LABOUR AND SUBSISTANCE

- Refer to Annexure A

8.1 SERVICE PROVIDER'S QUALIFICATIONS

- a) To qualify for the rates listed as per schedule of rates: labour and substance, the Contractors staff shall comply with the following:

8.1.1 Skilled: Artisan/Technician

- a) Shall mean an employee who has completed a contract apprenticeship under Manpower Training Act 1981 (Act 56 of 1981) as amended or a contract of apprenticeship recognized by the INDUSTRIAL COUNCIL, or an employee who has passed a recognized trade test, or a NQF LEVEL 4 qualification with 480 credits completed, or any person whose qualification will enable him/her to register with the Engineering Council of South Africa, in any category.
- b) In respect of foreign qualifications, the service provider must obtain at his/her own cost verification from the South African Qualifications Authority that the foreign qualification is equal to the above-mentioned paragraph. Certified copies of such verification must be submitted with the Bid.

8.1.2 Coded Welder

- a) Shall mean an employee welder who is in possession of a valid Competence Welder's Performance Certificate as defined in the Code of Practice for Welding (SANS 10044-1 and 2:2004).

8.1.3 Apprentices

- a) Shall mean an employee serving under a contract of apprenticeship registered under Manpower Training Act 1981 (Act 56 of 1981) as amended.

8.1.4 Semi-Skilled

- a) Shall mean an employee having a minimum of three (3) years' experience in performing work as specified in the scope and shall perform such work on a regular basis, or a person who has a valid SAQCC registration in an applicable category.

8.1.5 Unskilled

- a) Shall mean an employee performing manual labour or as an assistant to skilled, semi-skilled or apprenticed workers.

8.2 PROOF OF QUALIFICATIONS

- a) ALL copies of qualifications are to be certified by a Commissioner of Oaths.
- b) The Bidder shall provide proof by means of Certified Copies of Artisan(s)/Technician(s)/Coded Welder(s)/Apprentice(s)/Learners qualifications and indentureship papers. Failure to provide the required proof will result in either: such employees being listed as semi-skilled in which case the semi-skilled rate will apply accordingly or; the Bid may be disregarded.
- c) Testimonials of experience, certified by a Commissioner of Oaths are required in respect of semi-skilled workers, who shall have a minimum of 3 years related experience in respect of the service applied for. Failure to supply the required testimonial/s will result in such employees being listed as unskilled, in which case, the unskilled rate will apply accordingly.
- d) Should the appropriate proof of qualification not be submitted with the tender submission, the corresponding items tendered for will not be approved for the Tenderer.
- e) Successful Service Providers shall during the period of validity of this Contract supply to the Employer proof of qualifications and/or experience in respect of any additional/replacement employees or changed qualifications of employees.

8.3 SAQCC Registrations

- a) Certified proof of registration of permanent members of staff are required to qualify for the following categories of works:
- b) Air Conditioning and Refrigeration - Category B (Greater than 18 kW cooling capacity)
- c) Certified proof of active registration with SAQCC Gas and the South African Refrigeration and Air Conditioning Contractors Association (SARACCA) under the Category B: Air Conditioning & Refrigeration Practitioner.

9 SERVICE SCHEDULES: REFRIGERATION EQUIPMENT

9.1 ESHOVE MORTUARY EQUIPMENT SCHEDULES

- See Annexure C

10 TENDER EVALUATION CRITERIA AND SCORING

The Contractor must have the correct minimum CIDB of 1 ME 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		Sub-Criteria	Sub-Points Scoring	
		10	Points	10	Sub-points		10	Proof of capital of at least R 5 000 or proof in a form of an official letter from the financial institution stipulating the credit limit. If the Contractor has 100% capital, proof of credit limit is not required.
1. Financial Capability to start the project	Submission of proof on available capital and proof of credit limit that can be obtained from financial institutions	10	Points	10	Sub-points	Proof of capital of at least R 5 000 or proof in a form of an official letter from the financial institution stipulating the credit limit.	0	no or irrelevant submission, does not meet requirement
2. Availability of vehicle	Submission of proof of vehicle ownership or vehicle financier letter.	20	Points	20	Sub-points	Proof of ownership of car or vehicle financier	20	Submission of vehicle ownership document or letter for the financial institution financing the vehicle
3. Availability of certificated and qualified trade tested refrigeration artisan and registered with SAQCC Gas Cat B.	Certificate of trade test and registration with SAQCC Cat B.	40	Points	40	Sub-points	Submission of the proof of trade test and SAQCC Cat B certification.	0	no or irrelevant submission, does not meet requirement
							40	Certificate of trade test and SAQCC registration.
							15	Certificate of trade test or SAQCC registration.
							0	no or irrelevant submission, does not meet requirement
4. Locality	Submission of proof of location (Physical Address of the tenderer's premises) and the distance away from site (or various facilities)	10	Points	10	Points	Submission of proof of location (Physical Address of the tenderer's premises) and the distance away from site.	10	Submission of proof of location (Physical Address of the tenderer's premises) and the distance away from site, must not be more than 30 km
							5	Submission of proof of location (Physical Address of the tenderer's premises) and the distance away from site, between 31 km and 100 km
							0	Submission of proof of location (Physical Address of the tenderer's premises) and the distance away from site, above 101 km

5.	<p>Safety</p>	<p>Submission of the tenderer's Safety Policy or equivalent, demonstrating full coverage of all 7 (or more) safety aspects as per the list on the deliverables.</p>	<p>Submission of the tenderer's Safety Policy of equivalent, demonstrating safe working procedures, processes, controls and guidelines that will give confidence to the Department that safety will be prioritised, risk assessments, tools and site inspections will be conducted. First Aid kit will be provided; Safety Officer will be made available (or at least a foreman will act as a Safety custodian). Incidents will be reported and investigated as per OSH Act and Regulations.</p>	<p>Points</p>	<p>20</p>	<p>Points</p>	<p>20</p>	<p>Submission of the tenderer's Safety Policy of equivalent, demonstrating safe working procedures, processes, controls and guidelines that will give confidence to the Department that safety will be prioritised, risk assessments, tools and site inspections will be conducted. First Aid kit will be provided; Safety Officer will be made available (or at least a foreman will act as a Safety custodian). Incidents will be reported and investigated as per OSH Act and Regulations.</p>	<p>20</p>	<p>Points</p>	<p>10</p>	<p>Inadequate submission covering 5 or less safety aspects as per the list on the deliverables.</p>	<p>0</p>	<p>No submission covering safety aspects as per the list on the deliverables.</p>
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10.1 TENDER EVALUATION CRITERIA AND SCORING PRICE AND BBBEE

Evaluation Criteria	Deliverables	Points	
Price	The lowest responsive and responsible priced offer shall be allocated 80 points. All other responsive and responsible offers shall be allocated a prorated point value based on the lowest responsive and responsible priced offer.	80	Points
Broad Based Black Economic Empowerment (BBBEE)	The points allocated to each tenderer for Broad Based Black Economic Empowerment shall be based on the Broad Based Black Economic Empowerment Scorecard. In this regard, the points score for this criteria for each tenderer, shall be determined as follows:	20	Points
	Level 1 Contributor	20	Points
	Level 2 Contributor	18	Points
	Level 3 Contributor	14	Points
	Level 4 Contributor	12	Points
	Level 5 Contributor	8	Points
	Level 6 Contributor	6	Points
	Level 7 Contributor	4	Points
	Level 8 Contributor	2	Points
	Non-Compliant Contributor	0	Points

11 ANNEXURE A: SCHEDULE OF RATES AND TARIFFS: LABOUR AND SUBSISTANCE

DESCRIPTION			
Labour: Supply the services of a reputable, competent and accredited HVAC and Refrigeration Contractor for carrying out HVAC&R 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
1.	Traded tested artisan (Air Conditioning & Refrigeration Practitioner) rate per hour	1	
2.	Semi-skilled labour rate per hour	1	
3.	Unskilled labour rate per hour	1	
Subtotal for labour per hour (in Rands)		3 (Artisan, Semi-skilled, Unskilled)	

12 ANNEXURE B: PRICE SUMMARY PAGE

Preventative maintenance		Frequency in the 3 year period	Price Per Service/Rate	Total Cost (excl. VAT)
1.	Submit a detailed Condition Assessment report on the refrigeration system at Eshowe MLM (Cold Room and Freezer Room) with recommendations to get the refrigeration system in a reliable, healthy and maintainable state.	1		
2.	Perform Three (3) Monthly Minor Service on the REFRIGERATION system (Cold Room and Freezer Room) at Eshowe MLM (including labour, consumables, spares, material, tools, transport cost)	9		
3.	Perform Annual Major Service on the REFRIGERATION system (Cold Room and Freezer Room) at Eshowe (including labour, consumables, spares, material, tools, transport cost)	3		
4.	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		
5.	Note that R 150 000,00 (incl. VAT) is allocated for this contract as a provisional sum for procurement of materials, when required.	1	R 150 000,00	R 150 000,00
6.				
7.	Total Cost Excl. VAT			
	Total Cost Incl. VAT (@15%) – if VAT Vendor			

Note: All inspections are inclusive of all electrical and control and instrumentation systems associated with the relevant systems.

13 ANNEXURE C: EQUIPMENT SCHEDULE

13.1 Refrigeration System

Equipment	Quantity	Make	Capacity	Remarks
Cold Room Plants	2	Cubicool Condensing Units		
Freezer room Plants	2	Emerson Condensing Units		
Freezer Room and Cold Room Electrical and Controls				

14 ANNEXURE D: CHECKLISTS

14.1 COLD ROOM AND FREEZER ROOM MINOR SERVICE CHECKLIST

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PROVINCE OF KWAZULU-NATAL DEPARTMENT OF PUBLIC WORKS PREVENTIVE MAINTENANCE SCHEDULE

TYPE OF SERVICE : REFRIGERATION REF : R/CFM
SCHEDULE FOR : COLD ROOMS, FREEZER ROOMS - MINOR SERVICE CODE : RCFM1-002B
INSTALLATION NAME : REF :

ORDER No.:

P.M. SERVICE			RUNNING REPAIRS (Apply for V.O. as Applicable)			OTHER REPAIRS REQUIRED					
ITEM	INSTRUCTION: CHECK, ADJUST, CLEAN AS REQUIRED	IN ORDER	OTHER NON-SPECIFIED RUNNING REPAIRS DONE	TIME TAKEN	DESCRIPTION OF SPARES USED	QUANTITY		DESCRIPTION OF OTHER REPAIRS REQUIRED	EST. TIME REQ.	DESCRIPTION OF SPARES REQUIRED	QTY REQ
						EX SITE STOCK	EX FIRMS STOCK				
1.	Check for undue noise or vibration										
2.	Check for loose components										
3.	Test for oil/refrigerant leaks										
4.	Check compressor oil level. Where applicable) Top up as required										
5.	Check for correct refrigerant level										
6.	Check that the refrigerant is dry										
7.	Check belt drive, pulley alignment. Correct belt tension										
8.	Check condenser fan and fan motor bearings as applicable										
9.	Check all operating controls for correct operation										
10.	Check and note compressor motor amperages										
11.	Check that belt guard is in place and secure										
12.	Clean condenser coil with proprietary cleaner										
13.	Clean out switchboard										
14.	Clean plant and plantroom/area										

P.M. SERVICE			RUNNING REPAIRS (Apply for V.O. as Applicable)					OTHER REPAIRS REQUIRED			
ITEM	INSTRUCTION: CHECK, ADJUST. CLEAN AS REQUIRED	IN ORDER	OTHER NON-SPECIFIED RUNNING REPAIRS DONE	TIME TAKEN	DESCRIPTION OF SPARES USED	QUANTITY		DESCRIPTION OF OTHER REPAIRS REQUIRED	EST. TIME REQ.	DESCRIPTION OF SPARES REQUIRED	QTY REQ
						EX SITE STOCK	EX FIRMS STOCK				
15.	Check operation of all switchgear										
16.	Check evaporator, evaporator fan and motor for correct operation										
17.	Check DX valve for correct operation										
18.	Check door seals, door catch mechanism, panic bolt for correct operation. Adjust as necessary										
19.	Check cold/freezer room lights										
20.	Check defrost elements, door and drain heaters, timers for correct operation (Freezer rooms only)										
21.	Check and note cold/freezer room temperatures. Adjust if necessary										
22.	Check for rust and corrosion and treat accordingly										
23.	Check cold/freezer room walls, floors, ceiling for deterioration, ice build up										
24.	Check door hinges for wear and deterioration										
25.	Clean and touch up rust spots										
26.	Check and clean condensate drain										

I CERTIFY THAT THE SPECIFIED SERVICE WAS CARRIED OUT										OFFICIAL STAMP:	
NAME OF SERVICEMAN (BLOCK LETTERS):								SIGNATURE:			
NAME/S OF ASSISTANT/S: SEMI SKILLED:											
NAME/S OF ASSISTANT/S: UNSKILLED:											
COMPANY NAME (BLOCK LETTERS):											
TIME IN:		TIME OUT:		TIME ON SITE:		DATE:					
FROM:		TO:		KM:		TO:		KM:		TOTAL KM:	
NAME OF RESPONSIBLE OFFICIAL ON SITE:								SIGNATURE:			

14.2 COLD ROOM AND FREEZER ROOM MAJOR SERVICE CHECKLIST

RCFM1-002A
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PROVINCE OF KWAZULU-NATAL DEPARTMENT OF PUBLIC WORKS PREVENTIVE MAINTENANCE SCHEDULE

TYPE OF SERVICE : REFRIGERATION REF : R/CFM
SCHEDULE FOR : COLD ROOMS, FREEZER ROOMS - MAJOR SERVICE CODE : RCFM1-002A
SCHEDULE FREQUENCY :
INSTALLATION NAME :

SERVICE PROVIDER :										ORDER No.:									
P.M. SERVICE										OTHER REPAIRS REQUIRED									
INSTRUCTION: CHECK, ADJUST, CLEAN AS REQUIRED										SUBMIT QUOTATION									
ITEM	IN ORDER	RUNNING REPAIRS (Apply for V.O. as Applicable)			DESCRIPTION OF SPARES USED	QUANTITY EX STOCK EX STOCK	EST. TIME REQ.	DESCRIPTION OF SPARES REQUIRED	QTY REQ										
1.		Check for undue noise or vibration																	
2.		Check for loose components																	
3.		Test for oil/refrigerant leaks																	
4.		Check compressor oil level. (Where applicable) Top up as required																	
5.		Check for correct refrigerant level																	
6.		Check that the refrigerant is dry																	
7.		Replace belt drive, realign pulley and adjust belt tension																	
8.		Check condenser fan and fan motor bearings as applicable																	
9.		Check all operating controls for correct operation																	
10.		Check and note compressor suction/discharge pressures. Test compressor efficiency																	
11.		Check and note compressor motor amperages																	
12.		Check that belt guard is in place and secure																	
13.		Clean condenser coil with proprietary cleaner																	

[illegible]

P.M. SERVICE			RUNNING REPAIRS (Apply for V.O. as Applicable)			OTHER REPAIRS REQUIRED SUBMIT QUOTATION						
ITEM	INSTRUCTION: CHECK, ADJUST, CLEAN AS REQUIRED	IN ORDER	OTHER NON-SPECIFIED RUNNING REPAIRS DONE	TIME TAKEN	DESCRIPTION OF SPARES USED	QUANTITY			DESCRIPTION OF OTHER REPAIRS REQUIRED	EST. TIME REQ.	DESCRIPTION OF SPARES REQUIRED	QTY REQ
						EX SITE	EX FIRMS	STOCK				
31.	Check cold/freezer room walls, floors, ceiling for deterioration, ice build up											
32.	Check door hinges for wear and deterioration											
33.	Clean and remove loose paint and scale and repaint as required											
34.	Check and clean condensate drain											
35.	Check shelving, meat rails											

I CERTIFY THAT THE SPECIFIED SERVICE WAS CARRIED OUT				OFFICIAL STAMP:			
NAME OF SERVICEMAN (BLOCK LETTERS):				SIGNATURE:			
NAME/S OF ASSISTANT/S: SEMI SKILLED:							
NAME/S OF ASSISTANT/S: UNSKILLED:							
COMPANY NAME (BLOCK LETTERS):							
TIME IN:	TIME OUT:	TIME ON SITE:	DATE:				
FROM:	TO:	KM:	TO:	KM:	TOTAL KM:	SIGNATURE:	
				NAME OF RESPONSIBLE OFFICIAL ON SITE:			