

### **Quotation Advert**

Opening Date:

25/04/2025

Closing Date:

02/05/2025

**Closing Time:** 

11:00

**INSTITUTION DETAILS** 

Institution Name:

Nkandla Hospital

Province:

KwaZulu-Natal

Department of entity:

Department of Health

Division or section:

Central Supply Chain Management

Place where goods/

Nkandla Hospital

**Date Submitted:** 

25/09/2024

ITEM CATEGORY AND DETAILS

Quotation number:

ZNQ/NKA/006/25/26

**Item Category:** 

Services

**Item Description** 

Provision of pest control at Nkandla hospital and 11 clinics

under Nkandla hospital

Quantity (if supplies):

**COMPULSORY BRIEFING SESSION / SITE VISIT** 

Select Type:

Complusory Briefing

Date

30/04/2025

Time:

13:00

Venue:

Nkandla hospital: Recreational hall

QUOTES CAN BE COLLECTED FROM:

**KZN** Health website

QUOTES SHOULD BE DELIVERED TO: NKANDLA HOSPITAL TENDER BOX OR E-mail

:sbusiso.buthelezi@kznhealth.gov.za

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

Name:

Mr Q.C Mzimela

Email: Qhawelenkosi.Mzimela@kznhealth.gov.za

Contact number: 035 833 5022

Finance Manager: Mr S.M Buthelezi

Finance Manager Signature



PARTICULARS OF QUOTATION
YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: Nkandla District Hospital
FACSIMILE NUMBER: 035 833 5022 E-MAIL ADDRESS: sbusiso.buthelezi@kznhealth.gov.za
PHYSICAL ADDRESS: 491 Mbatha Lane, Nkandla, 3855
QUOTE NUMBER: ZNQ /NKA 7006 /25 .26 VALIDITY PERIOD: 90 DAYS
DATE ADVERTISED: 24/04/2025 CLOSING DATE: 02/05/2024 CLOSING TIME: 11:00
DESCRIPTION: Provision of pest control fro nkandla hospital and 11 clinics under NKandla hospital - 12 Months Contract
CONTRACT PERIOD (IF APPLICABLE): 12 Months
DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS):  Nkandla Hospital tender box next to management offices.
ENQUIRIES REGARDING THE QUOTE MAY BE DIRECTED TO:  CONTACT PERSON: MISS M.P LETSOARA  TELEPHONE NUMBER: 035 833 5022
E-MAIL ADDRESS: N/A
CONTACT PERSON: Mr E.T. Mdlalose TELEPHONE NUMBER: 035 833 5084
E-MAIL ADDRESS: thobumusa.mdlalose@kznhealth.gov.za
Bidders should ensure that quotes are delivered timeously to the correct address. If the quote is late, it will not be accepted for consideration.
The quote box is open from 08:00 to 15:30.
QUOTATIONS MUST BE SUBMITTED ON THE OFFICIAL FORMS (NOT TO BE RETYPED)
THIS QUOTE IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
THE FOLLOWING PARTICULARS OF BIDDER MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR QUOTE BEING DISQUALIFIED)
NAME OF BIDDER:
E-MAIL ADDRESS:
POSTAL ADDRESS:
STREET ADDRESS:
TELEPHONE NUMBER: FACSIMILE NUMBER:
CELLPHONE NUMBER: SARS PIN:
VAT REGISTRATION NUMBER (If VAT vendor):
CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO.  UNIQUE REGISTRATION REFERENCE:
UNIQUE RECOGNISTION REFERENCE.



		N 11 - 4	OFFICIAL PRICE PAGE FOR QUOTATIONS OVER R	2 000.07				
QUOTE NUMBER	R: ZNQ	/NKA	,006 ,25 _26			•		
DESCRIPTION:	Provis	ion of pest	control fro nkandla hospital and 11 clinics und	er NKandl	a hospital - 12	Month	s Contra	ict
THE BELOW PR PROCUREMENT			. BE ALLOCATED IN COMPLIANCE WITH THE DEPARTI M PPP):	MENTAL PRI	EFERENCE	POIN'	TS ALLOC	ATED
ROP Goal; Full points alk	ocaled to promole o	enterprises located	in a specific district for work to be done or services to be rendered in that District			M	20	
	I	T			COUNTRY OF	1	PRICE	<del></del>
ICN NUMBER	QUANTITY	UNIT OF MEASURE	DESCRIPTION	BRAND & MODEL	MANUFACTUR E	R	i	<u>c</u>
1.	01	Each	Provision of pest cotrol services at Nkandla					
			hospital and 11 clinics under Nkandla hospita	-				
			COMPULSORY REQUIREMENTS					
			BBBEE Certificate					
			2. Proof of company registration					
			3. Project plan					
			4. Proof of registration with SAPCA					
			5. Proof of Previous similar work experience					
		<del>                                     </del>	6. CIPC Certificate					
			7. Proof of registration with agriculutre					
			forestry for pest control.					
			8. forestry for pest control					
			9. Health and saftey and enviroment					·
			Management plan					
			ATTACHED DOCUMENTS					
			1. EVALUATION CRITERIA					
			2. JOB SPECIFICATION					
			NB.					
			Qoutation documents can be deposited in					
			the tender box marked for qoutations at					
			front the of admin block					
			or alternatively					
			Email: sbusiso.buthelezi@kznhealth.gov.za					
VALUE ADDED	TAX @ 15% (	(Only If VAT	Vendar)					
TOTAL QUOTAT	ION PRICE (	VALIDITY PE	RIOD 90 Days)					
DOES THIS OFF		WITH THE S	PECIFICATION?				YES YES	/ No
		RM TO THE	S.A.N.S. / S.A.B.S. SPECIFICATION?				YES	
STATE DELIVER	Y PERIOD (E	E.G. 3 DAYS,	1 WEEK)					·
NAME OF BIDDE	R:	<del>,</del>	SIGNATURE OF BIDE (By signing this docum	DER: nent, I hereby	agree to all terms	and con	ditions)	
CAPACITY UND	R WHICH TI	HIS QUOTE I			DATE:			

### PRICING SCHEDULE PER INSTITUTION

NO	INSTITUTION	AMOUNT
1.	Nkandla hospital	
2.	Mpandleni Clinic (1KM from Nkandla Hospital)	
3	eWangu Clinic (43 KM from Nkandla Hospital)	
4.	Vumanhlamvu Clinic (11 KM from Nkandla Hospital)	
5.	eSibhudeni Clinic (26 KM from Nkandla Hospital)	
6.	Halambu Clinic (49 KM from Nkandla Hospital)	
7.	Ndabaningi VClinic (74 KM from Nkandla Hospital)	
8.	Nxamalala Clinic (44 KM from Nkandla Hospital)	
9.	Nongamlane Clinic (38 KM from Nkandla Hospital)	
10.	Chwezi Clinic (28 KM from Nkandla Hospital)	
11.	Thalaneni Clinic (15 KM from Nkandla Hospital)	
12.	Mandaba Clinic (26 KM from Nkandla Hospital)	
TOTAL		

SBD 4

### BIDDER'S DISCLOSURE

### 1 PURPOSE OF THE FORM

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

2	BIDDER'S DECLARATION							
2.1.	Is the bidder, or any of its directors / truston enterprise, employed by the state?	ees / shareholders / members / par	lners or any person having a cor	ntrolling interest 1 in the	YES / N	10		
2,1,1.	If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.							
	FULL NAME	IDENTITY NUMBER		ME OF STATE INSTITUTION				
2.2.	Do you, or any person connected with the	bidder, have a relationship with a	ny person who is employed by th	e procuring institution <sup>2</sup> ?	YES / N	10		
2.2.1.	If so, furnish particulars:							
2.3.	Does the bidder or any of its directors / in enterprise have any interest in any other			controlling interest in the	YES / N	10		
2.3.1.	if so, furnish particulars:							
3	DECLARATION							
	I, the undersigned,(name) the following statements that I certify to be	e true and complete in every respe	in submi et:	itting the accompanying bid, d	o hereby mal	( <b>e</b>		
.1.	I have read and I understand the contents	s of this disclosure;						
.2.	I understand that the accompanying bid v	vill be disqualified if this disclosure	s found not to be true and comp	lete in every respect;				
.3.	The bidder has arrived at the accompany competitor. However, communication bet	ing bid independently from, and wi	hout consultation, communication	n, agreement or arrangement	with any			
3.4.	In addition, there have been no consultati specifications, prices, including methods, submit the bid, bidding with the intention relates.	factors or formulas used to calcula	te prices, market allocation, the	intention or decision to submit	or not to			
3.5.	The terms of the accompanying bid have time of the official bid opening or of the ac		d by the bidder, directly or indirec	ctly, to any competitor, prior to	the date and	I		
3.6.	There have been no consultations, commrelation to this procurement process prior institution; and the bidder was not involve	to and during the bidding process d in the drafting of the specification	except to provide clarification on as or terms of reference for this b	the bid submitted where so re pid.	quired by the			
3,7.	I am aware that, in addition and without p are suspicious will be reported to the Con of the Competition Act No 89 of 1998 and restricted from conducting business with Activities Act No 12 of 2004 or any other	npetition Commission for investigat For may be reported to the Nationa The public sector for a period not ex	ion and possible imposition of a l Prosecuting Authority (NPA) fo	dministrative penalties in terms r criminal investigation and or	s of section 5 may be	9		
CERT	IFY THAT THE INFORMATION FURNISH	ED IN PARAGRAPHS 1, 2 and 3 A	BOVE IS CORRECT.					
ACCE	EPT THAT THE STATE MAY REJECT THE ENTING AND COMBATING ABUSE IN THE	BID OR ACT AGAINST ME IN TE SUPPLY CHAIN MANAGEMENT	RMS OF PARAGRAPH 6 OF PF SYSTEM SHOULD THIS DECL	MA SCM INSTRUCTION 03 ( ARATION PROVE TO BE FA	OF 2021/22 ( LSE.	NC		
	NAME OF BIDDER	SIGNATURE	POSITION	DAT	<u> </u>			

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

<sup>2 &</sup>quot;Procuring Institution" refere to all institutions under the Accounting Officer of the Department of Health.

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



GENERAL CONDITIONS OF CONTRACT

GCC

#### NOTES

The purpose of this document is to:

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

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

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

#### 1 Definitions

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or sollcling of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. "GCC" means the General Conditions of Contract.
- 1.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. "Project site," where applicable, means the place indicated in bidding documents.
- 1,21. "Purchaser" means the organization purchasing the goods.
- 1,22. "Republic" means the Republic of South Africa.
- 1.23. "SCC" means the Special Conditions of Contract.
- 1.24. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

### 2 Application

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

### General

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



#### 4 Standards

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

### 5 Use of contract documents and information; inspection.

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

#### 6 Patent rights

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

#### 7 Performance security

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

#### 8 Inspections, tests and analyses

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

### 9 Packino

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

### 10 Delivery and documents

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

### i Insurance

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



#### Transportation

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

#### 13

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

#### 14

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

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

#### 15

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

#### 16 **Payment**

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

### 17

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

### 18

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

#### 19 Assignment

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

### 20

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

### Delays in the supplier's performance

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

### STANDARD QUOTATION DOCUMENT FOR QUOTATIONS ABOVE R2 000.01



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

#### 22 Penalties

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

#### 3 Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
  - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
  - (I) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

  23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

### 24 Anti-dumping and countervailing duties and rights

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

### 25 Force Majeure

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

### 26 Termination for insolvency

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

### 27 Settlement of Disputes

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

#### STANDARD QUOTATION DOCUMENT FOR QUOTATIONS ABOVE R2 000.01



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

#### 28 Limitation of liability

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

#### 29 Governing language

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

#### 30 Applicable law

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

#### 31 Notices

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

#### 32 Taxes and duties

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

### 33 National Industrial Participation (NIP) Programme

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

### 34 Prohibition of Restrictive practices

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

SPECIAL CONDITIONS OF CONTRACT

SCC

#### 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 (domicillum citandi et executandi) details change from the time of bidding to the expiry of the contract.

### 3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

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

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

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

### S. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS

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

#### STANDARD QUOTATION DOCUMENT FOR QUOTATIONS ABOVE R2 000.01



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

#### 6. SAMPLES

- 6.1. In the case of the quote document stipulating that samples are required, the supplier will be informed in due course when samples should be provided to the institution. (This decreases the time of safety and storage risk that may be incurred by the respective institution). The bidders sample will be retained if such bidder wins the contract.
  - (i) If a company/s who has not won the quote requires their samples, they must advise the institution in writing of such.
  - (ii) If samples are not collected within three months of close of quote the institution reserves the right to dispose of them at their discretion.
- 6.2. Samples must be made available when requested in writing or if stipulated on the document.
  - If a Bidder falls to provide a sample of their product on offer for scrutiny against the set specification when requested, their offer will be rejected. All
  - (i) testing will be for the account of the bidder.

### COMPULSORY SITE INSPECTION / BRIEFING SESSION

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

(1)	) -	The ins	titution t	as determine	ed that a compulsor	y site meeting <u>W</u>	ill <u>Take</u> take	place.	
(ii	i) E	Date:	30	/ 04	/ 2025	Time: 1	1 :00	Place:	Nkandla hospital Recreational hall
Institution	Star	np:					Institutio	n Site Inspection	/ briefing session Official:
							Full Nam	ne:	
							Signatur	e:	
							Date:		

### 8. STATEMENT OF SUPPLIES AND SERVICES

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

#### 9. SUBMISSION AND COMPLETION OF SBD 6.1

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

### 10 TAX COMPLIANCE REQUIREMENTS

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

### 11 TAX INVOICE

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

### 12 PATENT RIGHTS

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

### 13. PENALTIES

- 13.1. If at any time during the contract period, the service provider is unable to perform in a timely manner, the service provider must notify the institution in writing/smail of the cause of and the duration of the delay. Upon receipt of the notification, the institution should evaluate the circumstances and, if deemed necessary, the institution may extend the service provider's time for performance.
- 13.2. In the event of delayed performance that extends beyond the delivery period, the institution is entitled to purchase commodities of a similar quantity and quality as a substitution for the outstanding commodities, without terminating the contract, as well as return commodities delivered at a later stage at the service provider's expense.
- Alternatively, the institution may elect to terminate the contract and procure the necessary commodities in order to complete the contract. In the event that the contract is terminated the institution may claim demages from the service provider in the form of a penalty. The service provider's performance should be captured on the service provider database in order to determine whether or not the service provider should be awarded any contracts in the
- 13.4. If the supplier falls 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.

### STANDARD QUOTATION DOCUMENT FOR QUOTATIONS ABOVE R2 000.01



#### TERMINATION FOR DEFAULT 14.

- 14.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract
  - (i) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract,

  - (iii) if the supplier fails to perform any other obligation(s) under the contract; or
    (iii) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 14.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services.
- Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years. 14.3.
- THE DEPARTMENT RESERVES THE RIGHT TO PASS OVER ANY QUOTATION WHICH FAILS TO COMPLY WITH THE ABOVE. 15.



SBD 6.1.

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

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

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

#### 1. GENERAL CONDITIONS

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

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

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

### 4. DEFINITIONS

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

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

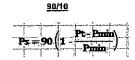
### 3.1. POINTS AWARDED FOR PRICE

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

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



OR



### Where

Ps = Points scored for price of tender under consideration

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

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

### 3.2.1. POINTS AWARDED FOR PRICE

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



### Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

### STANDARD QUOTATION DOCUMENT FOR QUOTATIONS ABOVE R2 000.01



### POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

	Note to tenderers: The <u>tenderer</u> must indicate <u>how</u> they claim points for each preference point system.							
	The specific goal/s allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points <u>claimed</u> (80/20 system)					
RDP Go	il: Full points allocated to promote enterprises located in a specific district for work to be done or services to be rendered in that District	20						
	DECLARATION WITH REGARD TO COMPANY/FIRM							
4.3.	Name of company/firm:							
4.4.	Company registration number:							
4.5.	TYPE OF COMPANY/ FIRM [tick applicable box]  Partnership/Joint Venture / Consortium  One-person business/sole propriety  Close corporation  Public Company  Personal Liability Company  (Pty) Limited  Non-Profit Company  State Owned Company							
4.6.	<ol> <li>I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:</li> <li>The information furnished is true and correct;</li> <li>The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;</li> <li>In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contract documentary proof to the satisfaction of the organ of state that the claims are correct;</li> <li>If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not state may, in addition to any other remedy it may have —         <ul> <li>(a) disqualify the person from the tendering process;</li> <li>(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;</li> <li>(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable are cancellation;</li> <li>(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the other side) rule has been applied; and</li> <li>(e) forward the matter for criminal prosecution, if deemed necessary.</li> </ul> </li> </ol>	tor may be require  peen fulfilled, the  angements due to  who acted on a fr	ed to fumish organ of o such audulent					
	SIGNATURE(S) OF TENDERER(S)  SURNAME AND NAME:							

ADDRESS:

### **EVALUATION CRITERIA**

PROCURING FACILITY	DEPARTMENT OF HEALTH - NKANDLA DISTRICT HOSPITAL
QUOTATION NUMBER	ZNQ/NKA/006/25/26
QUOTATION DESCRIPTION	PROVISION OF PEST CONTROL SERVICES FOR 12 MONTHS
BIDDER NAME	

The Department will evaluate quotation received before the closing date and time using **Five (5) Stages.** These are peremptory requirements, should the bidder/tenderer fail to comply with any of the stages as stated below, the quotation will be regarded as non-responsive, and will not progress to the final stage of evaluation:

Stage 1: Administrative Compliance, Compulsory and Mandatory Requirements

Stage 2: Capacity to Deliver

Stage 3: Compliance to Specification

Stage 4: Price and Preference Points System (Specific Goals)

### STAGE 1: ADMINISTRATIVE, COMPULSORY COMPLIANCE AND MANDATORY REQUIREMENTS

NO.	REQUIREMENTS	INCLUDED IN THE PUBLISHED DOCUMENT?	TO BE RETURNED BY BIDDER?
200	ADMINISTRATIVE COMPLIANCE		
1.	PARTICULARS OF QUOTATION	YES	YES
2.	OFFICIAL PRICE PAGE FOR QUOTATIONS OVER R2 000.01	YES	YES
3.	BIDDER'S DISCLOSURE (SBD4)	YES	YES
4.	GENERAL CONDITIONS OF CONTRACT (GCC)	YES	YES
5.	SPECIAL CONDITIONS OF CONTRACT (SCC)	YES	YES
6.	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (SBD 6.1)	YES	YES
	COMPULSORY COMPLIANCE		
7.	COPY OF OFFICIAL COMPANY REGISTRATION DOCUMENTS INCLUD- ING LIST OF DIRECTORS AND ID NUMBERS	NO	YES
8.	A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR SWORN AFFIDAVIT (For EMEs& QSEs).	NO	YES
	MANDATORY REQUIREMENTS		
9.	EXECUTION / PROJECT PLAN	NO	YES
10.	PROOF OF REGISTRATION WITH SAPCA	NO	YES
<b>1</b> 1.	PROOF OF REGISTRATION WITH DEPARTMENT OF AGRICULTURE, FORESTRY FOR PEST CONTROL OPERATORS AND THEIR COMPIES OF IDENTITY DOCUMENTS,	NO	YES
12.	LETTER OF GOOD STANDING BY THE DEPARTMENT OF LABOUR	NO	YES
13.	HEALTH, SAFETY, AND ENVIRONMENT MANAGEMENT PLAN THAT COMPLIES WITH OHS ACT 85 OF 1993.	NO	YES
14.	PROOF OF EXPERIENCE IN DOING A SIMILAR JOB	NO	YES

Note: The above evaluation criteria relates to administrative, compulsory and mandatory returnable documents which must be fully completed, signed, initialed and submitted as directed. The non-compliant or no submission of returnable documents will be treated as non-responsive, the tender/bid will be disqualified, and will not proceed to the next stage of evaluation.

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### STAGE 2: CAPACITY TO DELIVER

1.	As part of risk management, if there is valid proof that the bidder was previously issued with an
	order and thereafter failed to deliver without acceptable reasons, the bidder will be treated as a
	defaulter and will not progress to the next stage of evaluation.

### STAGE 3: COMPLIANCE WITH SPECIFICATION

### SPECIFICATION FOR PEST CONTROL SERVICES FOR 12 MONTHS

NAME OF INSTITUTION	DEPARTMENT OF HEALTH - NKANDLA HOSPITAL
DESCRIPTION OF SERVICE	PEST CONTROL SERVICES FOR 12 MONTHS

# 1. PROJECT SPECIFICATION 1.1. GENERAL

This particular specification must be read in conjunction with all other sections of the specification and cognizance shall be taken of the clauses relevant to this particular service of fumigating and pest control services, whether any specific clauses are referred to or not.

### 1.2. SCOPE OF WORK

- 1.2.1. The bidder must furnish all labour, material, equipment, transportation and all other pertinent supplies required for Pest Control Services. The bidder will be responsible for exterminating and/or removing all pests, insects, rodents, and vermin including, but not limited to: bats, rats, mice, raccoons, squirrels, pigeons, roaches, ants, termites, water bugs, bed bugs, fleas, flies, and other pests, rodents, birds, vermin and all other vertebrates other than commensal rodents.
- 1.2.2. A Flash light is to be used during all services to determine exactly the degree of pest infestation. If between the four weekly services infestation of any type becomes apparent. The contractor shall provide the necessary corrective treatment to the entire satisfaction at no additional charge to the institution.
- 1.2.3. Indoor populations of commensal rodents, cockroaches, ground beetles, ants, centipedes, bees, wasps and any other stinging insects not specifically excluded from the contract. The bidder has to attend to this as when need arises and the cost of this service will be incurred by the bidder.

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H**EALTH** REPUBLIC OF SOUTH AFRICA

1.2.4. The bidder will service each facility completely upon each visit with special attention given to heavily infested areas. The areas of a facility to be serviced must include, but are not limited to: Basements, behind service lines, pipes, or wires attached to walls; beneath pallets ;cracks and crevices; I n and around cabinets, baseboards, pipe fittings, stairways, doors, and windows; kitchens; locker rooms; mop and janitor's closets ;offices; pipe shafts; other points of entry; reading and eating areas; restrooms; shrubbery and trees; store rooms; trash can areas ;under sinks; and wherever else crawling pests may emerge from hiding.

### 1.2.5. Facilities where services are to be rendered are

1.2.5.1 Nkandla Hospital	
1.2.5.2 Mpandleni Clinic	(1KM from Nkandla Hospital)
1.2.5.3 eWangu Clinic	(43 KM from Nkandla Hospital)
1.2.5.4 Vumanhlamvu Clinic	(11 KM from Nkandla Hospital)
1.2.5.5 eSibhudeni Clinic	(26 KM from Nkandla Hospital)
1.2.5.6 Halambu Clinic	(49 KM from Nkandla Hospital)
1.2.5.7 Ndabaningi VClinic	(74 KM from Nkandla Hospital)
1.2.7.8 Nxamalala Clinic	(44 KM from Nkandla Hospital)
1.2.7.9 Nongamlane Clinic	(38 KM from Nkandla Hospital)
1.2.5.10 Chwezi Clinic	(28 KM from Nkandla Hospital)
1.2.5.11 Thalaneni Clinic	(15 KM from Nkandla Hospital)
1.2.5.12 Mandaba Clinic	(26 KM from Nkandla Hospital)

### 2. TECHNICAL SPECIFICATION

### 2.1. Cockroaches, Mosquito, Flies and Odour control

2.1.1. Gel is to be used for cockroach treatments. Crackdown (can be used with additional additives) is only to be used when treating manholes and drains.

### 2.2. Fly Control Unit

- 2.2.1. 11 x 20 watts of electronic insect zapper/killer to be installed and maintain in the Main kitchen and identified wards.
- 2.2.2. Must be suspended using chains.
- 2.2.3. Effective against all types of flying insects.

### 2.3. ADHOC Services

### 2.3.1. Bats, Bees and any Stinging insect

2.3.1.1. In cases where there is a need, a relevant external service provider other than the bidder has to attend to bats, bees and any stinging insect and cost for this service will be charged separately. The service provider will be required to remove that specific infestation and then apply prevention treatment thereof.

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KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

- 2.3.1.2. Such service need to be quoted separately from the contract.
- 2.3.1.3. Breakdown of Costs
  - (i) The cost for treating of bats:
  - (ii) The cost for treating of stinging insect:
  - (iii) The cost for treating of snakes:

### 2.3.2. Eradication of cockroaches

- 2.3.2.1. In cases where there is a need the successful bidder has to attend to the eradication of cockroaches in the Main Kitchen and other areas within the premises of the hospital. The contractor shall provide the necessary corrective treatment to the entire satisfaction at no additional charge to the institution.
- 2.3.2.2. After the bidder had eradicated cockroaches, the bidder must ensure to leave a file with the kitchen manager and safety officer containing documents such as treatment reports, and safety data sheet.

### 2.4. Rodents Control

- 2.4.1. All rodenticides, regardless of packaging, must be placed either in locations not accessible or approved tamper-resistant bait boxes. As a general rule, rodenticide application outside buildings must emphasize the direct treatment of rodent burrows wherever feasible.
- 2.4.2. Tamperproof rodent bait stations are to be used for housing rodenticides and monitoring rodent activity. These stations are to be installed in a fixed position with a hilt gun and become permanent fixtures.
- 2.4.3. These stations are to be installed in a fixed position with a hilt gun and become permanent fixtures. The stations are to be inspected at each service and if the bait has been nibbled or eaten, it is to be replaced with new bait. Bait stations are to be numbered as per installation for identifying problem areas.
- 2.4.4. Warning placards are to be placed on the wall above the bait stations. Each station is to have a date sticker inside the station to monitor services. All stations are to be placed externally. (four rodent traps to be installed at the Main Kitchen, Stores and archives room)
- 2.4.5. The contractor shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate and timely manner.

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REPUBLIC OF SOUTH AFRICA

- 2.4.6. Bait formulations must be the standard pesticide technology for cockroach and ant control, with alternate formulations restricted to unique situations where baits are not practical.
- 2.4.7. All bait boxes must be maintained in accordance with Department of Agriculture and Department of Environmental Affairs regulations, with an emphasis on the safety of non-target organisms. The Bidder must adhere to the following five points:
  - (i) All bait boxes must be placed out of the general view, in locations where they will not be disturbed by routine operations.
  - (ii) The lids of all bait boxes must be securely locked or fastened shut.
  - (iii) All bait boxes must be securely attached or anchored to floor, ground, wall, or other immovable surface, so that the box cannot be picked up or moved
  - (iv) Damaged bait boxes are to be replaced at no additional costs.
  - (v) Bait must always be secured in the feeding chamber of the box.
  - (vi) All bait boxes must be labelled on the inside with the Bidder's business name and address, and dated by the Bidder's technician at the time of installation and each servicing.

### 2.5. Insect Control

- 2.5.1. The Bidder must use non-pesticide methods of control wherever possible, such as portable vacuums rather than pesticide sprays and the standard method for initial cleanouts of cockroach infestations, for swarming (winged) ants and termites, and for control of spiders in webs.
- 2.5.2. Trapping devices rather than pesticide sprays must be the standard method for indoor fly control.
- 2.5.3. The Bidder must obtain approval of the waste management officer prior to any application of insecticide to an exposed surface or any space spray treatment. No surface application or space spray must be made while employees, patients and visitors personnel are present if the substance used is harmful. The Bidder must take all necessary precautions to ensure patient and employee safety, and all necessary steps to ensure the containment of the pesticide to the site of application.
- 2.5.4. Appropriate and effective devices must be used to guide and evaluate indoor insect control efforts wherever necessary.

### 2.6. Use of Pesticides

2.6.1. The Bidder must be responsible for application of pesticides according to the label. All pesticides used by the Bidder must be registered with the Department of Agriculture and Department of Environmental Affairs. Transport, handling, and use of all pesticides must be in strict accordance with the manufacturer's label instructions and all regulations.



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HEALTH
REPUBLIC OF SOUTH AFRICA

- 2.6.2. The Bidder must adhere to the following rules for pesticide use:
  - (i) Approved Products: The Bidder must not apply any pesticide product that has not been included in the Pest Control Programme or approved in writing by the Pest Control champion.
  - (ii) Pesticide Storage: The Bidder must not store any pesticide product in the buildings specified in this contract.

### 2.7. Monitoring and Recording

- 2.7.1. The Bidder must be responsible for maintaining a pest control logbook or file for each building or site specified in this contract. These records must be kept on-site with the waste management officer and maintained on each visit by the Bidder.
- 2.7.2. Pest sighting log sheets, pest activity sheets service reports, Safety Data Sheet (SDS) and a site plan of tamper proof rodent bait stations are all kept in a monitoring log file that is supplied and house on site.
- 2.7.3. A copy of the Bidder's approved Pest Control Programme, including labels and (SDS) for all pesticides used in the building, brand names of all pest control devices and equipment used in the building, and the Bidder's service schedule for the building.
- 2.7.4. Special request/emergency form to be used to advise the Bidder of routine service requests and to document the performance of all work, including emergency work. Upon completion of a service visit to the building or site, the Bidder's employee performing the service must complete, sign, and date the Form, and return it to the logbook or file on the same or succeeding day of the services rendered.

### 2.8. Frequency of Service.

- 2.8.1. All the areas in the Institution will be done on a four weekly cycle. Including the following:
  - (i) Rodent Bait Stations 12
  - (ii) Electronic insect zapper/killer 08
  - (iii) Automatic anti-bacterial air fresheners 12
- 2.8.2. The bidder need to monitor and maintain the fly control zappers if it is not functioning in those areas at no extra cost to the institution.
- 2.8.3. The bidder needs to clean the fly control unit at every pest control visit.

### 2.9. Service Improvement Programme

2.9.1. The bidder must, implement a continuous improvement programme for the service rendered to the Department. Pass on any possible cost reduction resulting from this Programmed to the Department. Conduct on-going research and development on the service/supply practice and any associated services.

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HEALTH
REPUBLIC OF SOUTH AFRICA

- 2.9.2. The Bidder must provide current labels and Safety Data Sheets for all pesticides to be used (Not older than 5years), and brand names of pesticide application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, pest detection equipment, and any other pest control devices or equipment that may be used to provide service.
- 2.9.3. The Bidder must describe methods and procedures to be used for identifying sites of pest harborage and access, and for making objective assessments of pest population levels throughout the term of the contract.
- 2.9.4. The Bidder must provide complete service schedules that include weekly or monthly frequency of Bidder visits, specific day(s) of the week or monthly of Bidder visits, and approximate duration of each visit.
- 2.9.5. The Bidder must describe site-specific solutions for observed sources of pest food, water, harborage and access.
- 2.9.6. The Bidder must provide photocopies of Department of Agriculture Certificates or Licenses for every Bidder employee who will be performing on-site service under this contract.
- 2.9.7. The Bidder must be responsible for carrying out work according to the approved Pest Control Programme. The Bidder must receive the concurrence of the Pest Control committee prior to implementing any subsequent changes to the approved Pest Control Programme, including additional or replacement pesticides and on-site service personnel.

### 2.10. Surveillance for Rats, Mice and Other Vertebrate Pests

- 2.10.1. The bidder will employ a comprehensive surveillance system for rats, mice, bats, raccoons, squirrels, pigeons and other vertebrate pests. Contactor's surveillance system shall include periodic and targeted visual inspections for live and dead vertebrate pests, and signs such as tracks, gnawing, rub marks, nests, droppings, urine (using a portable ultraviolet light), hairs, and feathers; collection and recording of pest sightings and other evidence such as gnawing sounds obtained by facility staff.
- 2.10.1.1. The bidder shall remove all droppings discovered in the course of inspections and shall dispose them accordingly

### 3. SPECIAL TERMS AND CONDITIONS OF CONTRACT

### 3.1. INTRODUCTION

- 3.1.1. Bidder/s must ensure that they are fully aware of the Special Terms and Conditions contained in this bid.
- 3.1.2. Only bidders that fully meet the terms of references and Special Terms and Conditions of Contract must be accepted.

### 3.2. ACCEPTANCE OF BID

3.2.1. This bid has been invited, and will be adjudicated in terms of the Supply Chain Management Policy Framework and the Provincial Practice Notes. The institution Bid Adjudication Committee is under no obligation to accept the lowest or any bid.

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HEALTH REPUBLIC OF SOUTH AFRICA

3.2.2. The financial standing of bidders and their ability to manufacture or to supply goods or render services may be examined before their bids are considered for acceptance.

### 3.2. APPEALS

3.2.1. Entities aggrieved by a decision of a Institutional Bid Adjudication Committee or a delegate of an accounting officer, may appeal to the Bid Appeals Tribunal in the prescribed manner by the Supply Chain Management Policy Framework

### 3.3. CONTRACTOR PERSONNEL

Throughout the term of this contract, all Bidders personnel providing on-site pest control service must maintain certification as Commercial Pesticide Applicators in the category of Industrial, Institutional, Structural, and Health Related Pest Control. Uncertified individuals working under the supervision of a Certified Applicator will not be permitted to provide service under this contract.

### 3.4. CHECKING OF SERVICE

Checking of service must be done by the nominated official at the Institution, as well as by the Service Provider at intervals agreed upon by the Service Provider and the institution.

### 3.5. CONTRACT PERIOD

- 3.5.1. The contract period must remain in force for a period of 12 months from date of signing of official contract.
- 3.5.2. Institution reserves the right to terminate the contract with any Bidder should the Bidder fail to fulfil his/her contractual obligations in terms of the contract.

### 3.6. IRREGULARITIES

Companies are encouraged to advise the Department timeously of any possible irregularities which might come to their notice in connection with this or other contracts.

### 3.7. MANNER AND TIME TO CONDUCT SERVICE

3.7.1. The Bidder must perform routine pest control services that do not adversely affect patient/ staff health or productivity during the regular hours of operation in buildings. When it is necessary to perform work outside of the regularly scheduled service time set forth in the Pest Control Programme, the Bidder must notify the department at least one (1) week in advance.

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REPUBLIC OF SOUTH AFRICA

- 3.7.2. The Bidder must observe all safety precautions throughout the performance of this contract. All work must be in strict accordance with all applicable national local safety and health requirements. Where there is a conflict between applicable regulations, the most stringent will apply.
- 3.7.3. The Bidder must assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work.
- 3.7.4. Certain areas within some buildings may require special instructions for persons entering them. Any restrictions associated with these special areas will be explained by the department. The Bidder must adhere to these restrictions and incorporate them into the Pest Control Programme.
- 3.7.5. All Bidder personnel working in or around buildings specified in this contract must wear distinctive uniform clothing. The Bidder must determine the need for and provide any personal protective items required for the safe performance of work. Protective clothing, equipment, and devices must, as a minimum, conform to Occupational Safety and Health Act (OSHA) standards for the products being used.
- 3.7.6. The bidder should ensure that employees are easily identified by the providing name tags depicting company logo and name for their staff members.
- 3.7.7. Vehicles used by the Bidder must be identified in accordance with pest control vehicle regulations.

### 3.8. NOTIFICATION OF ADJUDICATION OF BIDDER & ADVERTISING OF RESULTS

Notification of the Adjudication of bid shall be in writing by a duly authorized official of the Institution.

### 3.9. PROGRAM EVALUATION

The department will continually evaluate the progress of this contract in terms of effectiveness and safety, and will require such changes as are necessary. The Bidder must take prompt action to correct all identified deficiencies.

### 3.10. PRO RATA DECREASE OF COMPENSATION

Should the services not be rendered to the satisfaction of the Department and unsatisfactory items/ aspects/ events have already, in writing, been brought to the attention of the Bidder, the Department reserves the right in to retain payment to the Bidder for as long as the unsatisfactory service continues.

### 3.11. SITE BRIEFING

- 3.11.1. A prospective bidder must attend the compulsory briefing session.
- 3.11.2. During the briefing session, the bidder must obtain the official stamp, the briefing session date and the signature of the official in charge of the briefing session. The particulars of the last-mentioned official can be obtained by contacting Supply Chain Management at the institution.

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### 3.12. SPECIFIC CONDITIONS OF CONTRACT

# FAILURE TO COMPLY WITH FOLLOWING CONDITIONS WILL INVALIDATE THE ENTIRE BID AND THE OFFER WILL NOT BE CONSIDERED FOR EVALUATION.

- 3.12.1. The successful bidder must be registered with the Department of Agriculture, Forestry and Fisheries (P-Registration Certificate) and letter of good standing issued by the Department of Labour, copies of such registration or accreditation must be submitted with this quotation.
- 3.12.2. The successful Bidder must in writing inform the Institution of any risks or obstacles that may affect the delivery of this contract.
- 3.12.3. The bidder must demonstrate a minimum of 3 years' experience and profile in trol Services proof must be attached.

### 3.13. SPECIAL REQUESTS AND EMERGENCY SERVICE

On occasion, the department may request that the Bidder perform corrective, special, or emergency service(s) that are beyond routine service requests. The Bidder must respond to these exceptional circumstances and complete the necessary work within three (3) hours after receipt of the request and must have an active and answered number to respond to any emergency.

### 3.14. STRUCTURAL MODIFICATIONS AND RECOMMENDATIONS

Throughout the term of this contract, the Bidder must be responsible for advising the Pest Control committee about any structural, sanitary, or procedural modifications that would reduce pest food, water, harborage, or access. The Bidder must be responsible for adequately suppressing all pests included in this contract regardless of whether or not the suggested modifications are implemented. The Bidder will not be held responsible for carrying out structural modifications as part of the pest control effort. However, minor applications of caulk and other sealing materials by the Bidder to eliminate pest harborage or access may be approved by the department on a case by case basis. The Bidder must obtain the approval of the department prior to any application of sealing material or other structural modification.

### 3.15. TERMINATION OF SERVICES

Should the Bidder fail to meet the conditions of this contract, or continue rendering unsatisfactory service, the Employer reserves the right to terminate the contract, after written notification has been served

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## STANDARD QUOTATION DOCUMENT FOR REPAIRS OF ABLUTIONS AND KITCHEN CUPBOARDS WAZULU-NATAL PROVINCE



HEALTH REPUBLIC OF SOUTH AFRICA

on the Bidder, with retention of the right to recover from the Bidder any losses which the Employer may suffer/ incur as a result of the failure, without prejudicing any other rights it may have.

### 3.16. UNIFORMS AND PERSONAL PROTECTIVE EQUIPMENT

All Contractors' personnel working in or around city buildings shall wear distinctive clothing with company name visible. Contractor will determine and provide any additional personal protective equipment required for the safe performance of the Services. Protective clothing, equipment, and devices shall, at a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.

### 3.17. UNSATISFACTORY PERFORMANCE

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

- 3.17.1. Before any action is taken, the institution shall warn the contractor by registered/certified mail that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the bidder does not perform satisfactorily despite the warning the institution will:
  - (i) Take action in terms of its delegated powers.
  - (ii) Make a recommendation to its Head Office for cancellation of the contract concerned.
- 3.17.2. When correspondence is addressed to the contractor, reference will be made to the contract number/item number/s and an explanation of the complaint.

### 3.18. VALIDITY PERIOD AND EXTENSION THEREOF

The validity (binding) period for the bid must be 60 days from close of bid. However, circumstances may arise whereby this Department may request the bidders to extend the validity (binding) period. Should this occur, the Department will request bidders to extend the validity (binding) period under the same terms and conditions as originally tendered for by bidders. This request will be done before the expiry of the original validity (binding) period.

Where certified copies are requested, bidders must not submit copies of certified copies. Original certification should not be older than three (3) months. Failure to comply/ submit document required will invalidate the bid submitted.

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# STANDARD QUOTATION DOCUMENT FOR REPAIRS OF ABLUTIONS AND KITCHEN CUPBOARDS KWAZULU-NATAL PROVINCE

HEALTH REPUBLIC OF SOUTH AFRICA

**Note:** For purposes of comparison and in order to ensure a meaningful evaluation, bidders must submit detailed information in substantiation of compliance to the evaluation criteria mentioned. Should the space provided not be adequate, bidders are kindly requested to attach the required information as Annexure.

### STAGE 4: PRICE AND PREFERENCE POINTS SYSTEM (SPECIFIC GOALS)

This is final stage of evaluation, the value of this quotation is estimated not to exceed R 500 000 (inclusive of all applicable taxes), therefore the 80/20 preference point system will be applicable as follows:

CATEGORY	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals must not exceed	100

### Please Note:

1) RDP Goal: Full will be allocated to enterprises located within KING CETCWAYO DISTRICT MUNICIPALITY and number of points to be

claimed is 20 points.

### 2) Proof to claim Specific Goals or Returnable Documents are as follows:

- 1. Ownership Certificate issued by the Companies and Intellectual Property Commission (CIPC).
- Copy of utility bill registered under company name or Director name or original valid letter from Municipal Councillor confirming your Proof of residency
- 3. The Department reserve a right to verify information submitted.
- 4. Only amendments made before the advert date will be considered for specific goal.

### 3) False Declaration

The procuring institution reserve a right to verify information submitted, should the bidder submit false or fraudulent
proof to claim points for specific goals, the bidder may be immediately disqualified or contract may be terminated.

### 4) Scoring of points

Should the responsive bidder fail to submit proof to claim points for specific goals or fail to score points, the quotation or bid will not
be disqualified but will no score points for specific goals.

Official	Title (Ms/ Miss/ Mrs/ Mr/Dr)	Surname	Initials	Date	Signature
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