



# Quotation Advert

**Opening Date:** 2019-07-22   
**Closing Date:** 2019-07-29   
**Closing Time:** 11:00

## INSTITUTION DETAILS


**Institution Name:** Head Office Quotations   
**Province:** KwaZulu-Natal  
**Department or Entity:** Department of Health  
**Division or section:** Central Supply Chain Management  
**Place where goods / services is required** Infrastructure Development  
**Date Submitted** 2019-07-19 

## ITEM CATEGORY AND DETAILS

**Quotation Number:** ZNQ:  
372/19/20-H  
**Item Category:** Goods   
**Item Description:** Supply, install and commission 2 x 18000 BTU and 2 x 24000 BTU split unit at New Hanover Mortuary

**Quantity (if supplies)** Various

## COMPULSORY BRIEFING SESSION / SITE VISIT

**Select Type:** Compulsory Site Visit   
**Date :** 2019-07-25   
**Time:** 10H00  
**Venue:** New Hanover Forensic Mortuary

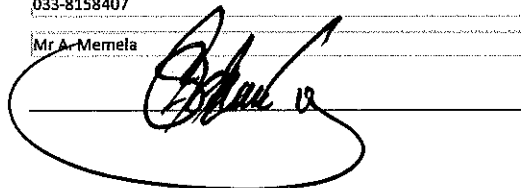
**QUOTES CAN BE COLLECTED FROM:** [www.kznhealth.gov.za](http://www.kznhealth.gov.za)

**QUOTES SHOULD BE DELIVERED TO:** 310 Jabu Ndlouu street, Old Boys Model or email to [Hayden.Cupido@kznhealth.gov.za](mailto:Hayden.Cupido@kznhealth.gov.za)

## ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

**Name:** Nolwazi Mthembu  
**Email:** [nolwazi.mthembu1@kznhealth.gov.za](mailto:nolwazi.mthembu1@kznhealth.gov.za)  
**Contact Number:** 033-8158407  
**Finance Manager Name:** Mr A Memela

**Financa Manager Signature:**





DESCRIPTION: Supply, install and commission 2 x 18000 BTU and 2 x 24000 BTU split units at New Hanover Forensic Mortuary

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

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

Item No	Quantity	Description	Brand & model	Country of manufacture	Price	
					R	c
1	Various	Supply, install and commission 2 x 18000 BTU and 24000 BTU split unit at New Hanover Mortuary autopsy And offices CIDB Grade 1GB is compulsory				
		NB: Kindly complete spec attached				
		Compulsory Site Inspection				
		Venue: New Hanover Forensic Mortuary				
		Date: 25/07/2019 @ 10H00				
VALUE ADDED TAX @ 14% (Only if VAT Vendor)						
TOTAL QUOTATION PRICE (VALIDITY PERIOD 60 Days)						

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

<p><b>Enquiries regarding the <u>quote</u> may be directed to:</b></p> <p>Contact Person: Nolwazi Mthembu Tel 033-8158407                      E-Mail Address: Nolwazi.Mthembu1@kznhealth.gov.za</p>	<p><b>Enquiries regarding <u>technical information</u> may be directed to:</b></p> <p>Contact Person: Ernest Zulu Tel: 033-9402526                      E-Mail Address: Ernest.Zulu@kznhealth.gov.za</p>
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**PART ONE****1 CONDITIONS OF CONTRACT****1.1 NOTICE TO BIDDERS**

- 1.1.1 The institutions will remain open and operational at all times therefore the Contractor shall make the necessary arrangements with the Institutional Management and maintenance staff for any power outages that are required. **This may necessitate weekend work**
- 1.1.2 All rubble shall to be removed from the institution's property immediately.
- 1.1.3 All equipment and materials used in this contract shall be that which is specified or **other approved prior to submission and closure of the bid.**
- 1.1.4 The Contractor is advised to examine all the drawings (if any) and to visit the site prior to tendering to acquaint him/herself with the nature of the work to be done and access to the siting of the existing buildings etc., as no claim will be allowed on the grounds of ignorance of the conditions under which the work will be executed.
- 1.1.5 All items quantities in the Schedule of Prices are **PROVISIONAL** and subject to re-measure after installation.
- 1.1.6 The Schedule of Prices shall be read in conjunction with the Scope of Work. Any discrepancies or omissions shall be brought to the attention of the Project Leader immediately.
- 1.1.7 **Preference will be given to Bidders who have registered offices / workshops within the borders of the Province of KwaZulu-Natal. This is in an effort to reduce response times to call outs for breakdowns in the more remote areas of the Province.**
- 1.1.8 **The Contractor must be registered with CIDB and must have minimum grading of 1ME.**
- 1.1.9 **The Contractor must be competent with proven experience in working with air-conditioning equipment with traceable references.**

**1.2 EXECUTION PERIOD**

**Two (2) Weeks** is the specified completion period for the construction stage from the date of award.

**PART TWO**

**TECHNICAL SPECIFICATION**

**2 TECHNICAL SPECIFICATION**

**2.1 COMPLIANCE WITH REGULATIONS AND STANDARD SPECIFICATIONS**

These works are to be carried out in accordance with the KwaZulu-Natal Province Standard Specification for Refrigeration Services reference M-RCFM Issue 1 1998 and the KZN Standard specification for Air-conditioning and ventilation Services 127 pages

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

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

The control panel, associated components and wiring shall be installed in compliance with the Department of Public Works and Land Affairs Standard Specification for the Electrical equipment and Installation for Mechanical Services Issue VIII September 1984.

SANS 1125: Room air-conditioners and heat pumps

SANS 1238: Air-conditioning ductwork

SANS 10142: Code of Practice for Wiring of Premises

SANS 10147: Refrigeration systems including plants associated with air-conditioning systems

SANS 10173: The installation, testing and balancing of air-conditioning ductwork

SANS 10400: The application of the National Building Regulations

SANS 14644: Clean rooms and associated controlled environments (Part 1 and Part 2)

An Electrical Certificate of Compliance, in accordance with the OHS Act as amended, will be required for all Electrical Works.

The Machinery and Occupational Safety Act - Act 6/1983

The Municipal By-laws and any special requirements of the Supply Authorities of the area or district concerned.

Local Fire Regulations.

All building works shall be in accordance with the Standard Preambles to All Trades.

The contractor should fully familiarise himself with these documents prior to quoting.

**PART THREE****PARTICULAR SPECIFICATION****3. PARTICULAR SPECIFICATION****3.1. TECHNICAL SPECIFICATION****3.1.1 GENERAL**

This Technical Specification shall be read in conjunction with all other sections of the Specification and cognisance shall be taken of the clauses relevant to this particular installation, whether any specific clauses are referred to or not.

**3.1.2 GENERAL REQUIREMENTS**

Tenderers are to make special note of the following:

This particular specification must be read with, and shall form part of, Part 4 of this document (Technical Specification).

In so far as the conditions contained herein are at variance with any obtained in the Technical Specifications, the contract shall be interpreted in terms of this Part 5 (Particular Specification).

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

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

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

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

The complete installation shall be maintained for a period of twelve months (12) after acceptance in writing by the Department of Health and shall allow for routine inspections not less frequently than two times a year.

The complete installation must be guaranteed against defective parts and workmanship for a period of twelve months (12) after the date of issue of the Completion Certificate. This period shall run concurrently with the maintenance period.

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

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

The Department of Health reserves the right to make emergency repairs to keep the equipment in operation without voiding the Contractor's Guarantee, nor relieving the Contractor of his responsibility during the guarantee period when, after proper notice, the Contractor fails to attend to such emergency repairs. All costs incurred by the Administration under these circumstances will be for the account of the Contractor.

NOTE: All electrical equipment shall comply with NER Regulation of voltage.

### 3.2 SCOPE OF CONTRACT

The specification calls for the installation of the following equipment at **New Hanover Mortuary** autopsy area and offices:

- 2 x 18 000 BTU/hr split units for Office number 1 and 2
- 2 x 24 000 BTU/hr split units for Autopsy area.

All units to come complete with all their accessories: indoor and outdoor unit including connecting pipes and drain unit (to nearest drain of the building).

The units are to come with **WIRED** remotes. Wireless remotes are **NOT** permitted. The remotes are to be installed at 1200AFFL.

#### Certificate of Conformity

The contractor shall supply the mandatory Certificate of Conformity as contemplated by the South African Refrigeration and Air-Conditioning Contractors Association showing the commissioning of the works and the SAQCC registration of the artisan working on the system. First practical completion of the works will not be taken without the signed certificate.

### 3.3 INSTALLATION DETAILS

- All units are to use ozone-friendly refrigerants as per regulations.
- Inverter type technology will be preferable for the installation.

The outside casing of the machine, its bolting equipment shall be protected against corrosion, water and dust ingress to a minimum rating of IP66. The quote shall contain a detailed corrosion protection plan by the contractor.

### 3.4 THE SITE

The site is **New Hanover Mortuary**.

### 3.5 PROGRAM OF WORKS

It is imperative that the installation be achieved with minimum interruption to the existing facility.

The contractor shall notify the institution seven (7) days prior to carrying out any site work. As the institution is to remain in full operation for the duration of the works, the works are to be planned and executed so as to cause minimum inconvenience to staff and visitors.

A program **WILL BE** submitted prior to the commencement of any work for the approval by the Project Leader. No work will commence without the program of works having been approved by the Project Leader.

### **3.6 ELECTRICAL**

Satisfactory Installation:

- i) The Code of Practice for the Wiring of Premises as issued by the South African Bureau of standards (SANS 10142-1).
- ii) The KwaZulu-Natal Department of Health General Electrical Policy.
- iii) The Machinery and Occupational Safety Act - Act 6/1983.
- iv) The Municipal By-laws and any special requirements of the Supply Authorities of the area or district concerned.
- v) Local Fire Regulations.

#### **Certificate of Compliance**

The contractor shall submit the mandatory Certificate of Compliance. First delivery of this contract will not be taken until such time as this certificate is submitted to the Department of Health.

All necessary electrical power wiring and tubing between the distribution board and air-conditioning units shall be the responsibility of the Contractor.

All electrical work carried out will be neat and best class materials must be used. All wiring to conform to the S.A.B.S Code of Practice 10142 and will be subject to prior inspection and approval before acceptance. Refer to the Standard Electrical Specification, in as far as it applies.

### **3.7 TESTING AND COMMISSIONING**

All new equipment shall be tested, commissioned, ready for use and be maintained and guaranteed for a period of twelve (12) months. Commissioning data is to be supplied before First Delivery of this contract is taken.

All equipment to be supplied with nameplates showing the Technical Information as well as all the information as contemplated by the Occupational Health and Safety Act, 85 of 1993, as amended and its regulations, showing particularly the following information

- i) Name of manufacturer
- ii) Country of origin
- iii) Year of manufacture
- iv) Manufacturer's name, serial number and model number

### **3.8 MAINTENANCE MANUALS**

One (1) set of maintenance and operating manuals are required which shall include all circuit diagrams, spare parts lists, operating instructions, etc. one set of laminated wiring diagrams shall be fixed to the wall in the plant room. These sets of drawings shall be provided at the practical completion date and the Practical Completion Certificate will NOT be issued without these documents.

### **3.9 MAINTENANCE AND SERVICING**

The entire installation including all new equipment manufactured or bought is subject to an unrestricted 12-month free maintenance and guarantee period, after the date of issue of the Completion Certificate. This also includes cover pertaining to all aspects of the equipment and associated wiring, piping, controls etc.



During the 12-month maintenance and servicing period any defects shall be made good and all plant and equipment maintained in perfect operating condition.

The services will be carried as follows, per split unit:

- 3 x minor services. First minor service to be done three (3) months from the date of First Practical Completion Certificate. Thereafter, the services will be done on a 3-month basis
- 1 x major service to be done before Final Practical Completion Certificate. This date shall be twelve (12) months from the date of First Practical Completion Certificate.

**3.10 THE FOLLOWING DOCUMENTS MUST BE SUBMITTED TOGETHER WITH THE QUOTATION:**

- **Proof of CIDB registration 1ME**
- **Proof of SARACCA or SAIRAC registration**
- **Proof of qualification as Air Conditioning Technician**
- **Proof of traceable experience in air conditioner installation, including minimum of 3 Order numbers must be shown as well.**

No quotation will be considered without the above item (3.10) required documents

**PART FOUR****SCHEDULE OF PRICES****4. PREAMBLE TO THE SCHEDULE OF PRICES**

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

**4.1 SCHEDULE OF PRICES: MATERIALS, COMPONENT/ANCILLARY PARTS AND SUB CONTRACT WORK**

The service provider shall add here, ALL materials, components/ancillary parts which are required for the completion of the work quoted for.

In the event that more pages are required, this page may be copied.

ITEM	DESCRIPTION	MANU-FACTURER	FIGURE/MODEL NO.	QUANTITY	UNIT COST	TOTAL COST (Excluding VAT)		
						BOUGHT OUT	PRO-PRIETARY	SUB CONTRACT
4.1.1	Supply, install and commission 18 000Btu/hr split units incl. wired remotes			2				
4.1.2	Supply, install and commission 24 000Btu/hr split units incl. wired remotes			2				
4.1.3	Provide One set of operating and maintenance manuals for 18 000 BTU			2				
4.1.4	Provide One set of operating and maintenance manuals for 24 000 BTU			2				
4.1.5	DO Three (3) minor service per unit			12				
4.1.6	Do One (1) major service per unit			4				
4.1.7	Provide Certificate of Compliance			1	Free			
4.1.8	Provide Certificate of Conformity			4	Free			
TOTAL COST BOUGHT OUT ITEMS (A)								
TOTAL COST PROPRIETARY ITEMS (B)								
TOTAL COST SUB CONTRACT ITEMS (C) (Attach copy of sub-contractors quote)								

**ANNEXURE A**

**SCHEDULE OF EQUIPMENT**

**18 000 BTU/hr split units**

Make:.....

Model:.....

Serial No.: .....

Compressor Model: .....

Compressor Serial No.: .....

Country of Manufacture:.....

Corrosion Protection applied:.....

**24 000 BTU/hr split units**

Make:.....

Model:.....

Serial No.: .....

Compressor Model: .....

Compressor Serial No.: .....

Country of Manufacture:.....

Corrosion Protection applied:.....

DECLARATION OF INTEREST

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

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

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

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

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

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

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

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

2.8.2.2. If no, furnish reasons for non-submission of such proof: .....

2.9. Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES  NO

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

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

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

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

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

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

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

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

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

**4 DECLARATION**

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

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

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

- |   |   |
|---|---|
| a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999); | c) provincial legislature;                                    |
| b) any municipality or municipal entity;  | d) national Assembly or the national Council of provinces; or |
|   | e) Parliament.  |

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

## SPECIAL CONTRACT CONDITIONS OF QUOTATIONS

### 1. AMENDMENT OF CONTRACT

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

### 2. CHANGE OF ADDRESS

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

### 3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

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

### 4. 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. Quotation submitted must be complete in all respects.
- 4.5. Any alteration made by the bidder must be initialled.
- 4.6. Use of correcting fluid is prohibited
- 4.7. Quotation 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.

### 5. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS

- 5.1. Quotation shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the quotation documents.
- 5.2. Each quotation shall be addressed in accordance with the directives in the quotation documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the quotation number and closing date indicated on the envelope. The envelope shall not contain documents relating to any quotation other than that shown on the envelope. If this provision is not complied with, such quotations/bids may be rejected as being invalid.
- 5.3. All quotations received in sealed envelopes with the relevant quotation numbers on the envelopes are kept unopened in safe custody until the closing time of the quotation/bids. Where, however, a quotation is received open, it shall be sealed. If it is received without a quotation/bid number on the envelope, it shall be opened, the quotation number ascertained, the envelope sealed and the quotation number written on the envelope.

- 5.4. A specific box is provided for the receipt of quotations, and no quotation found in any other box or elsewhere subsequent to the closing date and time of quotation will be considered.
- 5.5. No quotation/bid sent through the post will be considered if it is received after the closing date and time stipulated in the quotation documentation, and proof of posting will not be accepted as proof of delivery.
- 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.**
  - (i) If a Bidder fails to provide a sample of their product on offer for scrutiny against the set specification when requested, their offer will be rejected. All testing will be for the account of the bidder.

**7. COMPULSORY SITE INSPECTION / BRIEFING SESSION**

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

- (i) The institution has determined that a compulsory site meeting will take place
- (ii) Date 25/07/2019 Time 10H00 Place New Hanover Forensic Mortuary

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

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

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

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

**10. TAX COMPLIANCE REQUIREMENTS**

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

**11. TAX INVOICE**

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

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

## 12. PATENT RIGHTS

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

## 13. PENALTIES

- 13.1. If at any time during the contract period, the service provider is unable to perform in a timely manner, the service provider must notify the institution in writing/email of the cause of and the duration of the delay. Upon receipt of the notification, the institution should evaluate the circumstances and, if deemed necessary, the institution may extend the service provider's time for performance.
- 13.2. In the event of delayed performance that extends beyond the delivery period, the institution is entitled to purchase commodities of a similar quantity and quality as a substitution for the outstanding commodities, without terminating the contract, as well as return commodities delivered at a later stage at the service provider's expense.
- 13.3. Alternatively, the institution may elect to terminate the contract and procure the necessary commodities in order to complete the contract. In the event that the contract is terminated the institution may claim damages from the service provider in the form of a penalty. The service provider's performance should be captured on the service provider database in order to determine whether or not the service provider should be awarded any contracts in the future.
- 13.4. If the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance.

## 14. TERMINATION FOR DEFAULT

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

## 15. COMPULSORY ADMINISTRATIVE REQUIREMENTS

- 15.1 Service Providers must be fully registered with National Treasury Central Supplies Database (CSD).
- 15.2 The declaration of Interest (SBD 4) forms must be fully completed and attached with quotation document.
- 15.3 The prospective bidder/s to fill all particulars given in the official price page.
- 15.4 The prospective bidder/s is required to fill Sworn Affidavit Forms as promulgated by DTI or alternatively submit original BBBEE certificate accredited by SANAS or certified copy.
- 15.5 Valid Tax Clearance Certificate and pin code for verification with South African Revenue Services (SARS).

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



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

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

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

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all quotes:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

1.2 The value of this quote is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Points for this quote shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this quote is allocated as follows:

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the quote, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a quote is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2. DEFINITIONS**

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

**3. POINTS AWARDED FOR PRICE**

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

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

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

- P<sub>s</sub> = Points scored for price of bid under consideration
- P<sub>t</sub> = Price of bid under consideration
- P<sub>min</sub> = Price of lowest acceptable bid

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

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

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

**5. BID DECLARATION**

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

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

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

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

**7. SUB-CONTRACTING  
applicable box)**

(Tick

YES	NO
-----	----

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

7.1.1 If yes, indicate:

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

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

(Tick applicable box)

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

YES	NO
-----	----

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

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

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

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

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

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
 .....

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

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

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

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

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

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
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<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p> <p>ADDRESS.....</p> <p>.....</p> <p>.....</p>
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