

Quotation Advert

Opening Date: 2020-07-21

Closing Date: 2020-07-28

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 2020-07-20

ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ:
421/20/21-H

Item Category: Services

Item Description: Replacement of damaged security light and building lights at Estcourt Forensic Mortuary

Quantity (if supplies) Various

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Not Applicable

Date :

Time:

Venue:

QUOTES CAN BE COLLECTED FROM: www.kznhealth.gov.za

QUOTES SHOULD BE DELIVERED TO: Hand delivered to 310 Jabu Ndlovu street, Old Boys Model, Quotation Box or email Quotations.scmho@kznhealth.gov.za

ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name: Nolwazi Mthembu






Email: nolwazi.mthembu1@kznhealth.gov.za

Contact Number: 033-8158411

Finance Manager Name: Mr T. Ashby

Finance Manager Signature: 

No late quotes will be considered

 Submit |  Save |  Save As... |  Close |  Print Preview

[Print this page...](#)

Note:

1. The completed Quotation Advert must be printed and signed by the Finance manager.
2. A signed copy of the Quotation Advert must be scanned and emailed to web administration: webmaster@kznhealth.gov.za for uploading to the department website.
3. N.B if the scanned copy emailed to web Administration is not a signed copy (by the finance manager), the advert/award WILL NOT be uploaded.

Site Updated:20 July, 2020, 03:24 pm

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[Contact the Web Administrator](#)

DEPARTMENT OF HEALTH

PROVINCE OF KWAZULU-NATAL

QUOTATION NUMBER:

CIDB Grading: 1 EP/ 1 EB

FACILITY NAME: ESTCOURT FORENSIC MORTUARY

**PROJECT DESCRIPTION: ESTCOURT MEDICO LEGAL MORTUARY SECURITY LIGHT
AND BUILDINGS LIGHTS**

QUOTATION DOCUMENT

**DEPARTMENT OF HEALTH
Estcourt MLM**

Project Leader: Bonginkosi Mathe

Telephone No: 062 688 4329

Email: Bonginkosi.Mathe@kznhealth.gov.za

1 PURPOSE, SCOPE AND DEFINITIONS OF CONTRACT WORK CATEGORIES

The purpose of this Contract specification is to procure the services of a reputable, competent and accredited Electrical Contractor to execute maintenance and repair works on the facility light fittings and related ancillaries including a security light pole at Estcourt Forensic Mortuary.

2 DEFINITIONS OF WORK CATEGORIES

The work categories are as under:

- Maintenance: (including preventive maintenance) defined as work required for the upkeep any existing electrical works, which is presently functioning, in operational order.
- Repairs: defined as that work required to be executed on any existing electrical work, which is at present not functioning and must be returned to its original state of functioning by replacing it with new equipment of the same capacity/capability and technological features.

3 CONDITIONS OF CONTRACT

3.1 NOTICE TO BIDDERS

- a) 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.
- b) The Administration reserves the right to negotiate prices in the Schedule of Prices.
- c) All redundant material and rubble shall to be removed from the institution's property immediately.
- d) The Contractor is advised 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.
- e) All items quantities in the Schedule of equipment are PROVISIONAL and subject to re-measure after Site visit
- f) The Schedule of equipment shall be read in conjunction with the Scope of Work.
- g) Any discrepancies or omissions shall be brought to the attention of the Project Leader immediately.
- h) The Contractor must be registered with CIDB and must have minimum grading of 1 EP/1 EB
- i) The Contractor must be competent with proven experience in working with electrical equipment with traceable references

4 EXECUTION PERIOD

One (1) Week is the specified maximum completion period for the repair of the lights from the date of award or site handover.

5 TECHNICAL SPECIFICATION

5.1 COMPLIANCE WITH REGULATIONS AND STANDARD SPECIFICATIONS

- a) The Contractor shall only use genuine OEM parts should replacement of parts be necessary.
- b) The Contractor shall observe and abide by all rules and regulations stipulated in the Occupational Health and Safety Act (Act 85, 1993) while conducting maintenance in the facility.
- c) The control panel, associated components and wiring shall be installed and/or maintained 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.
- d) The Contractor shall take cognisance of the standards listed below while conducting maintenance.
 - i) SANS 10142: Code of Practice for Wiring of Premises
 - ii) SANS 10400: The application of the National Building Regulations
- e) An Electrical Certificate of Compliance, in accordance with the OHS Act as amended, will be required for all Electrical Works.
- f) The Contractor shall observe the Machinery and Occupational Safety Act - Act 6/1983 while conducting maintenance.
- g) The Contractor shall observe Municipal By-laws and any special requirements of the Supply Authorities of the area or district concerned while conducting maintenance.
- h) The Contractor shall observe Local Fire Regulations while conducting maintenance or repairs.
- i) All building works shall be in accordance with the Standard Preambles to All Trades.
- j) The Contractor shall fully familiarise himself with these documents prior to quoting.

6 PARTICULAR SPECIFICATION

6.1 TECHNICAL SPECIFICATION

6.1.1 GENERAL

This Technical Specification shall be read in conjunction with all other sections of the specification.

6.1.2 GENERAL REQUIREMENTS

Tenderers are to make special note of the following:

- a) This particular specification must be read with, and shall form part of, Part 5 of this document (Technical Specification).
- b) 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 6 (Particular Specification).
- c) The whole maintenance activity 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.
- d) 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.

ESTCOURT MEDICO LEGAL MORTUARY SECURITY LIGHT AND BUILDINGS LIGHTS

- e) 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.
- f) 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.
- g) Rates are to include for testing of the complete system upon completion of maintenance and handing over back to the Client in working order ready for reuse.
- h) Tenderers are advised to visit the site and acquaint themselves fully with the site conditions and nature and full extent of work involved prior to submitting their tender. Claims on the grounds of insufficient information in such respects or otherwise will not be entertained by the Administration.
- i) NOTE: All electrical equipment shall comply with NER Regulation of voltage.

7 SCOPE OF CONTRACT

The specification calls for the repairs of the following equipment at Estcourt Medico Legal Mortuary

- Building light Fittings



Figure 1: Building Light Fittings

ESTCOURT MEDICO LEGAL MORTUARY SECURITY LIGHT AND BUILDINGS LIGHTS

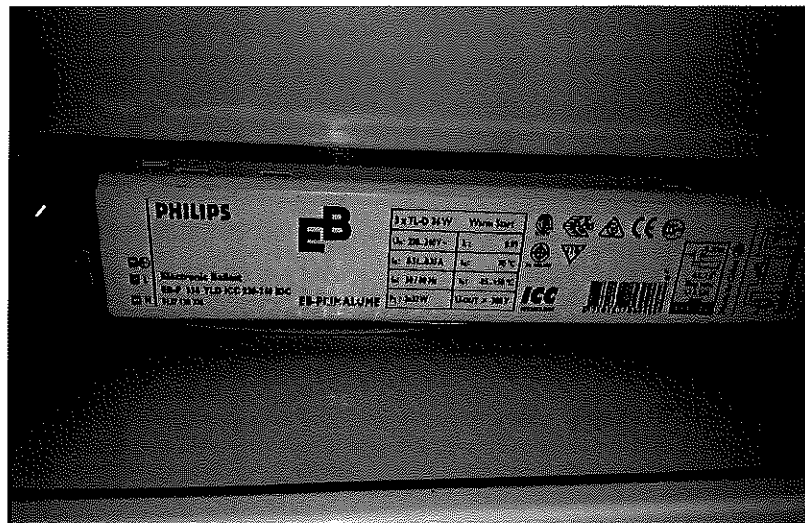


Figure 2: Electronic Ballast

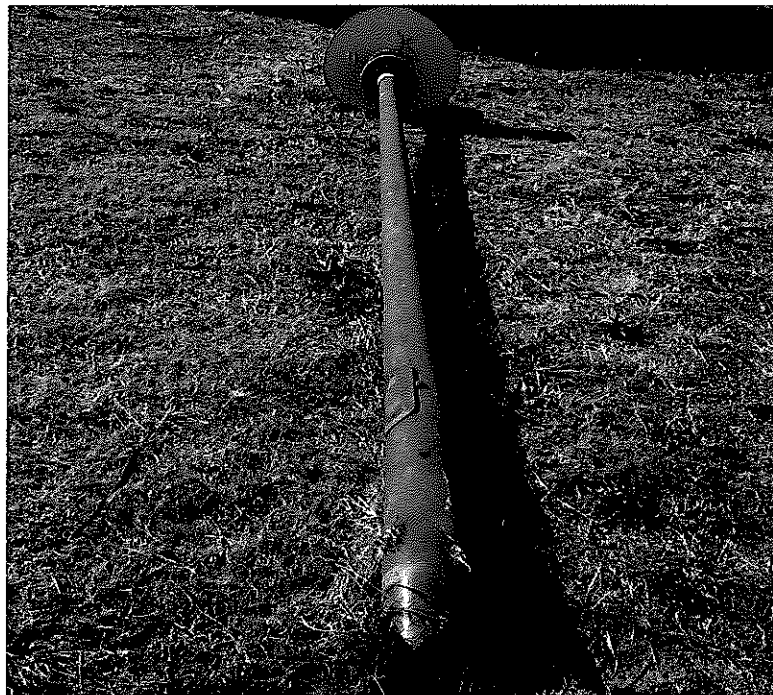


Figure 3: Security Light

The Contractor shall inform the Engineer of all defects found, especially those that need urgent attention. Submit the after service report no later than 3 days after service and inspection. No invoice will be paid without a comprehensive report.

8 SERVICE REPORTS

- a) The Contractor shall ensure that service reports are signed by the representative of Engineering and Technical Support Services or the delegated official (Asset manager) at the institution after

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any work is undertaken. All maintenance service reports shall include, where applicable, and not limited to:

- Status quo of plant
 - Scope of work carried
 - Time spent on site
 - Number of personnel on site
 - Spares and parts replaced
 - Clear pictures
 - Recommendations for continuous improvement
- b) The Contractor's general comments on the condition, performance, use and misuse of the equipment at commencement and completion of any work undertaking. A description of all faults observed, that shall require or give rise to repairs of a major nature and which he or she considers should be attended to and the recommended steps to be taken to deal with such faults.
- c) The Contractor shall provide a quotation, in respect of equipment repairs and parts thereof and the costs of the recommended steps.
- d) No work resulted from clause 8.3 above shall be undertaken unless the Contractor has received a written authorisation to do the work from the Department.
- e) Engineering and Technical Support Services Staff may be present on occasions on site when the Service Provider is carrying out maintenance.
- f) The Department shall have the right to instruct the Service Provider to remove from site any of the Service Provider's employees who at the sole and absolute discretion of the Department is found to be:
- Incompetent.
 - Not properly qualified and/or not suitably skilled to perform his/her respective tasks.
 - Is found to be under the influence of alcohol or drugs, or disorderly on Site.
 - Is unwilling to perform his respective tasks.

9 THE SITE

The site is at the Estcourt Medico Legal Mortuary KwaZulu-Natal.

Tenderers are encouraged to visit the site to ensure successful installation of the work required. Arrangements in this regard can be made with the representative from the department of health.

9.1 PROGRAM OF WORKS

It is imperative that the servicing be executed with minimum interruption to the facility.

The Contractor shall notify the facility seven (7) days prior to carrying out any servicing work. As the facility 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 disturbance.

A program shall 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.

9.2 DOCUMENT RECEIVED (YES/NO)

DOCUMENT	RECEIVED (YES/NO)
Program of Works	
Health and Safety Plan	
Contractor Organogram	

10 ELECTRICAL

While maintaining electrical works, the Contractor shall take the following into account

- The Code of Practice for the Wiring of Premises as issued by the South African Bureau of standards (SANS 10142-1).
- The KwaZulu-Natal Department of Health General Electrical Policy.
- 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

Certificate of Compliance

The Contractor shall submit a mandatory Certificate of Compliance should any new electrical installation be done while conducting maintenance. All electrical work carried out will be neat and best class materials must be used. All wiring shall conform to the SANS 10142.

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

- Name of manufacturer
- Country of origin
- Year of manufacture
- Manufacturer's name, serial number and model number

Maintenance Manuals

OEM installation and maintenance and owner's manuals are required for all new components or equipment installed during the course of maintenance.

11 SCHEDULE OF PRICES

PREAMBLE TO THE SCHEDULE OF PRICES

- a) 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.
- b) 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.
- c) 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.
- d) The prices quoted for the maintenance 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.
- e) 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.
- f) 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.

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PROVINCE OF KWAZULU-NATAL - DEPARTMENT OF HEALTH	
ESTIMATE FORM FOR : ESTCOURT FORENSIC MORTUARY	
SUBMIT TO:	FOR ATTENTION:
INSTITUTION:	REF NO.:
SCOPE OF WORK: (A description of the work quoted for is required).	
I/We hereby quote for the above work in accordance with the conditions as specified. Materials, component/ancillary parts: Firm Price. When applicable a detailed list of materials etc. showing unit costs shall be provided.	
A.	Quoted for Bought Out Items (Excluding VAT)(Carried forward) R
	Mark Up @ % (Maximum Mark Up = 20% for values R0.00 to R299 999.99) R
	Mark Up @ % (Maximum Mark Up = 15% for values R300 000.00 to R500 000.00) R
	Mark Up @ % (Maximum Mark Up = 13% for values over R500 000.00) R
B.	Quoted for Proprietary Items (Excluding VAT)(Carried forward) R
C.	Quote for Sub-Contract Items (Excluding VAT)(Carried forward) R
	Mark Up @ % R
D.	Labour, Travelling, Subsistence and Transport. This price shall be firm in respect of materials etc. quoted for. (Excluding VAT) (Brought forward) R
	Less credit for redundant materials, parts and equipment if applicable R ()
	SUBTOTAL R
	VAT @ % R
F.	This Price in SA Currency firm for 90 days from date of the estimate quotation and shall not be exceeded. To be measured on completion. R
Time required for completion weeks from receipt of official order.	
NAME OF SERVICE PROVIDER:	
CIDB REGISTRATION NUMBER	CIDB CATEGORY.....
PROVINCIAL SUPPLIERS DATABASE REGISTRATION NUMBER:	
SERVICE PROVIDER'S AUTHORISED SIGNATURE:	QUOTE REF No.....
NAME IN BLOCK LETTERS:	
COMPANY STAMP:	DATE:

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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	MAN U-FAC TURE	FIGURE/MODEL NO.	QUANTITY	UNIT COST	TOTAL COST (Excluding VAT)		
						BOUGHT OUT	PROPRIETARY	SUB CONTRACT
1	Autopsy Room Passage							
	Splash proof fitting			1				
	2x36W ballast			6				
	36 W tubes			12				
2	Store Room							
	Fixed Telescopic Holder			1				
	2 x 58 W ballast			1				
3	Waste Room							
	2x36W ballast			1				
	36 W tubes			2				
4	Delivery Bay							
	36 W tubes			2				
	2x36W ballast			1				
5	Autopsy Room							
	2x36W ballast			5				
	36 W tubes			10				
6	Bier Room							
	60 W ES+BC Lamps			4				
7	Passages, Offices, and Reception							
	3x36W ballast			25				
	36 W tubes			75				
	Light diffusers			25				
8	Toilets and Showers							
	PL9 bulkheads			12				
	PL9W lamps			24				
9	Outside							

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	Replace pole light plus pole			1					
	70W/125W globes			15					
	70W/125W ballast			15					
	National photocell			2					
10	Plant Room								
	2x58W ballast			4					
	58 W tubes			8					
11	Class 2 Surge protection device on Main Distribution Board			1					
TOTAL COST BOUGHT OUT ITEMS (A)									
TOTAL COST PROPRIETARY ITEMS (B)									
TOTAL COST SUB CONTRACT ITEMS (C) (Attach copy of sub-Contractors quote)									

ESTCOURT MEDICO LEGAL MORTUARY SECURITY LIGHT AND BUILDINGS LIGHTS

LABOUR, SUBSISTENCE, TRAVEL AND TRANSPORT REPLACEMENT AND ADDITIONAL EQUIPMENT

6.2.1	LABOUR	No. of	TOTAL HOURS	RATE/HR	AMOUNT	
a)	5 ARTISANS	.....	.....	R 300.00	R.....
b)	Apprentice		..			
	1 st Year	.....	.....	R 118.00	R.....
	2 nd Year	.....	..	R 150.00	R.....
	3 rd Year	.....	.....	R 180.00	R.....
	4 th Year	.....	.....	R 265.00	R.....
					
					
c)	Semi-skilled	.....	.....	R 142.00	R.....
d)	Unskilled	.....	.....	R 75.00	R.....
			..			
6.2.2	SUBSISTENCE	No. of	TOTAL DAYS	RATE/24HR DAY		
a)	Artisans	.....	.....	R 303.00	R.....
b)	Apprentice	.....	..	R 303.00	R.....
c)	Semi-skilled	.....	.....	R 303.00	R.....
d)	Unskilled	.....	..	R 303.00	R.....
			..			
6.2.3	HOTEL/ACCOMMODATION		No. of Persons	No. of Nights	Cost per Night as per Suppliers Invoice	
	.....		.....	.....	R.....
			..			
NOTE: When applicable you may only claim for Accommodation OR Subsistence NOT both						
6.2.5	TRAVEL		TOTAL Km	RATE/Km		
6.2.5.1	From service provider's premises to site			Petrol	Diesel	
a)	trips (skilled)	Delete as applicable		R.....
	@ km per trip	R 7.78	R 7.58	R.....
b)	trips (Semi-skilled)	R 5.80	R 5.60	R.....
	@ km per trip			
					
6.2.5.2	From accommodation to site					
a)	trips (skilled)	R 7.78	R 7.58	R.....
	@ km per trip			
					

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b)trips (semi-skilled) @ km per trip	R 5.80	R 5.60	R.....
6.2.6	ADDITIONAL LABOUR TRAVELLING WITH DRIVER	TOTAL HOURS	RATE/HR		AMOUNT
a)	.... x Additional Artisan/s trips (skilled) @ km per trip ÷ 80km/hr	..... ...	R 300.00		R.....
b)	.... x Additional Semi-Skilled trips (semi) @ km per trip ÷ 80km/hr	..... ...	R 142.00		R.....
c)	.... x Additional Unskilled trips (unskilled) @ km per trip ÷ 80km/hr	..... ...	R 75.00		R.....
d)	.... x Additional Apprentice/s trips (semi) @ km per trip ÷ 80km/hr	..... ...	R.....		R.....
SUBTOTAL CARRIED FORWARD TO PAGE 18					R.....

12 TENDER EVALUATION CRITERIA AND SCORING

The threshold score, below which tenderers are eliminated from further consideration, should be 60%

The weighting for Quality and functionality out of 100 sub-points is as follows:

Evaluation Criteria	Deliverables	Points		Sub-Points	Sub-Criteria	Sub-Points Scoring	
		Points	Sub-points			Sub-Points	Sub-Points
1. CIDB Grading	Submission of proof of CIDB grading minimum 1 EB/1EP	15	15	15	Proof of CIDB Grading	15	CIDB of minimum 1 EB/1EP
						Sub-points	0	No proof of CIDB grading or incorrect CIDB grading
2. Competency, Experience and Resource Capacity	Tenderer to demonstrate their technical competency, human resource capacity and relevant project experience	30	10	10	Detailed schedule of resources at all levels	30	Trade Tested Electrical Technician (minimum 3 years' experience post registration
						Sub-points	0	Not adequately resourced without key members Trade Tested Electrical Technician
3. Occupational Health and Safety (OHS) Management, compliance	Detailed company safety plan	40	40	40	OHS Management, compliance	40	Full OHS Management, compliance and reporting plan relating to project (site specific)
						Sub-points	20

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							0	No or irrelevant submission, does not meet requirement
4. Locality		Submission of proof of location (Physical Address of the tenderer's premises) and the distance away from site	15	Points	15	Points	15	Distance away from furthest site is less than or equal to 50 km
							8	Distance away from furthest site is between 50 km and 200 km
							0	No or irrelevant submission, distance exceeds 200 km or does not meet requirement

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to quote (includes a price quotation, advertised competitive quote, limited quote or proposal). In view of possible allegations of favouritism, should the resulting quote, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the quote(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the quote.
2. In order to give effect to the above, the following questionnaire must be completed and submitted with the quote.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4 DECLARATION

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

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

..... Name of bidder Signature Position Date
-------------------------	--------------------	-------------------	---------------

¹"State" means -

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

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

SPECIAL CONTRACT CONDITIONS OF QUOTATIONS

1. AMENDMENT OF CONTRACT

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

2. CHANGE OF ADDRESS

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

3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

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

4. SAMPLES

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

5. COMPULSORY SITE INSPECTION / BRIEFING SESSION

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

- (i) The institution has determined that a compulsory site meeting will not take place
- (ii) Date ____/____/____ Time ____:____ Place _____

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

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

7. SUBMISSION AND COMPLETION OF SBD 6.1

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

8. TAX COMPLIANCE REQUIREMENTS

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

9. TAX INVOICE

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

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

10. PATENT RIGHTS

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

11. PENALTIES

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

12. TERMINATION FOR DEFAULT

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

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

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

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

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

1. GENERAL CONDITIONS

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

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

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

1.3 Points for this quote shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

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

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

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

(Tick applicable box)

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

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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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	<input type="checkbox"/>	NO	<input type="checkbox"/>
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Designated Group: An EME or QSE which is at least 51% owned by:	EME	QSE
Black people	√	√
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]

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

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....

9.6 COMPANY CLASSIFICATION [TICK APPLICABLE BOX]

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

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

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

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

WITNESSES	
1.	.....
2.	.....

..... SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS.....