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## KZN Health Intranet

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AdvertQuote


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

## Quotation Advert

Opening Date: 2021-05-12

Closing Date: 2021-05-21

Closing Time: 11:00

## INSTITUTION DETAILS

Institution Name: St Aidans Mission hospital

Province: KwaZulu-Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required: St Aidans hospital

Date Submitted: 2021-05-11

## ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ: 0044/21 *STA*

Item Category: Services

Item Description: 1 year contract Treatment of the water for the chiller plants as per attached specification

Quantity (if supplies):

## COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Compulsory Briefing Session

Date: 2021-05-18

Time: 10:00

Venue: St Aidans hospital

QUOTES CAN BE COLLECTED FROM: st aidans hospital

QUOTES SHOULD BE DELIVERED TO: St Aidans hospital

## ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name: Mrs N.P Zuma

Email: ntombikayise.zuma@kznhealth.gov.za

Contact Number: 0313142376/333

Finance Manager Name:

Miss P Adonis

Finance Manager Signature:

No late quotes will be considered

Print this page



OFFICIAL PRICE PAGE FOR QUOTATIONS

ZNQ NUMBER: 0044/21 STA

DESCRIPTION: Treatment of the water for the chiller plant

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

CAPACITY UNDER WHICH THIS QUOTE IS SIGNED

Table with columns: Item No, Quantity, Description, Brand & model, Country of manufacture, Price (R, c). Includes rows for 'Treatment of the water for the chiller plant as per attached specification' and summary rows for 'VALUE ADDED TAX @ 15% (Only if VAT Vendor)' and 'TOTAL QUOTATION PRICE (VALIDITY PERIOD 60 Days)'.

Table with 2 columns: 'Does This Offer Comply With The Specification? Is The Price Firm?' and 'Does The Article Conform To The S.A.N.S. / S.A.B.S. Specification? State Delivery Period E.G. E.G. 1day, 1week'.

Enquiries regarding the quote may be directed to: Contact Person: Mrs. N.P. Zuma Tel: 0313142376 E-Mail Address: ntombikayise.zuma@kznhealth.co.za

Enquiries regarding technical information may be directed to: Contact Person: Mr N Mohamed Tel: 0313142270

**DECLARATION OF INTEREST**

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

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

<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  take place
  - (ii) Date 05/18/21 Time 10:00 Place st aidans hospital

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;
  - (iv) a description and quantity or volume of the goods or services supplied;
  - (ii) the name and address of the recipient;
  - (v) the official department order number issued to the supplier;
  - (iii) an individual serialized number and the date upon which the tax invoice is issued;
  - (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** (here after 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. 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

(Tick applicable box)

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

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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"/>
-----	--------------------------	----	--------------------------

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

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>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p> <p>ADDRESS.....</p> <p>.....</p> <p>.....</p>
---

Quote Number: \_\_\_\_\_

Item Description: ONE YEAR CONTRACT-WATER TESTS AND TREATMENT FOR ALL CHILLED WATER(MAIN CHILLER SYSTEM AND CHILLER PLANT).

Department/Section: **Hospital General.**

Purpose of Item: **Hospital General Maintenance.**

**1. Pre-qualification criteria if any:**

**SUBMISSION OF SAFETY PLAN/SAFETY FILE.**

1.1. Is the item required to have a regulatory body certification (e.g. SABS, SANS, SANAS, ISO, CIDB, etc.)? Yes / No:

Regulatory Body / certification required.

1.2. Is a compulsory site inspection / briefing session required? Yes / No

if Yes, specify: Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Time \_\_\_\_:\_\_\_\_ Place: **ST AIDANS HOSPITAL**

1.3. Is local production and content part of the quote? Yes / No

if Yes, specify: Yes-Available local spares.

1.4. Provisions of section 4(1)(a) of the PPPFA Regulations,2017 if applicable? Yes / No

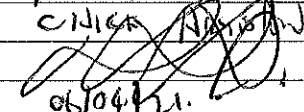
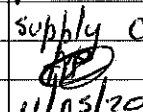
if Yes, specify: \_\_\_\_\_

1.5. Liability Cover insurance? Yes / No

Yes: All materials used and workmanship related items must carry a one year Guarantee.

**2. What is the specification of the required item?**

	Comment: yes/no.
<ul style="list-style-type: none"> <li>• 1. Bidders must note that answers must be provided to every technical (technical specification) requirement in this Quotation Specification example YES or NO and where there are deviations, these deviations must be clearly specified. The space provided under "Bidder' s Comments" for each clause must be used for this purpose. Bidders who neglect to provide answers to every technical (technical specification) requirement in this Quotation Specification will be disqualified. Bidders must note that abbreviated answers e.g. N/A etc. will not be accepted. Bidders must also note that no part of any technical (technical specification) in this Bid Specification may be altered. Where there are traces of alterations found to the technical specification in this document during the evaluation, the Evaluation Committee will reserve the right to disqualify the bidder. The use of correcting fluid/tippex will disqualify the quotation. THIS DOCUMENT CANNOT BE RE-TYPED.</li> </ul>	
<ul style="list-style-type: none"> <li>• Compulsory Site Meeting: <b>YES-ONLY QUOTATION DOCUMENTS AND REGISTERS STAMPED AND SIGNED ON THE DAY OF THE SITE MEETING WILL BE CONSIDERED.</b></li> </ul>	
<ul style="list-style-type: none"> <li>• <b>COMPULSORY: CIDB RATING: ME.</b></li> </ul>	
<ul style="list-style-type: none"> <li>• Only businesses in the required industrial sector relevant to the quote will be considered. Awards will be made in terms of companies core business operations.</li> </ul>	
<ul style="list-style-type: none"> <li>• <b>TECHNICAL SPECIFICATION:</b> <ul style="list-style-type: none"> <li>• Submission of Safety plan/safety files to the health and Safety Officer for approval before coming on site.</li> <li>• Before commencing work onsite Health and Safety induction and signing of Vicarious Liability or Contractor Agreement Form is to be done with the Health and Safety Officer.</li> <li>• Contractors must make sure that daily cleaning, tidying and effective removal of generated waste is undertaken the satisfaction of the hospital management.</li> <li>• Contractor to provide their employees with personal protective clothing and equipment as required By the OHS act 85:93</li> <li>• Contractors must be aware that any damages to Government property caused through negligence would be rectified at contractor's expense.</li> <li>• Consumption of alcohol or intoxicating substances is not allowed in the premises.</li> </ul> <p><u>1. The service provider is to supply and apply all necessary chemicals for the control of scale, corrosion, including inhibitors and biological fouling in the open cooling system.</u></p> <p><u>2. The service provider is to supply and apply all the necessary chemicals for the control of scale, corrosion, including inhibitors, and biological fouling in the closed Lamina flow system.</u></p> <p><u>The company will visit the site on a monthly basis, when a full analysis of the all treated water conditions will be carried out with a written report presented to the Chief Artisan on site.</u></p> <p><u>MSDS must be prominently displayed not more than 1 meter away from the dosing tanks or equipment.</u></p> </li> </ul>	

Name of End-user (in full)	N. MOHA VRS	Name of SCM Rep (in full)	N.P ZUMA
Designation / Rank (in full)	CHIEF ARTISAN	Designation/ Rank (in full)	Supply Chain officer
Signature		Signature	
Date	06/04/21	Date	11/05/2021



# END-USER SPECIFICATION FORM

5.2. All work must be carried out during normal working hours. Qualified Technicians will perform all work and reasonable care will be taken by the contractor as per the OHS Act 85 of 1993 and the terms and conditions of this contract.

5.3. Complete services with Safety certification (supply safety plan or safety file and letter of good standing, as requested by the Health and Safety Officer), labelling or demarcating etc. and service guarantees. To include all inspection reports as per the Occupational Health and Safety Act 85 of 1993 and the terms and conditions of the contract.

5.4. To perform the work required in terms of this contract during normal working hours except in the case of an emergency.

5.5. To allow for Contractor inspections by an inspector from the Department of Labour, workmen, lights, tools, instruments and other equipment required by the inspector for the purpose of the inspection.

5.6. To allow for any additional inspections called for by DOH and OHSA. (Occupational Health and Safety Act) 85, of 1993 - this mandatory requirement will form part of this contract. State if your company offers random OHSA inspections as part of your service offer to the Department at no charge.

5.7. AFTER SERVICE REMEDIAL WORK / REPAIRS / REPLACEMENTS Contractor is required to submit a detailed report to the Maintenance Manager on completion of service. Repairs are undertaken through formal authority (order number). No repairs to be under taken without prior authority. All after service remedial work follows the process listed in Point 5.11.below.

5.8. CALL OUT FOR BREAKDOWN/S and REPAIR/S - To have available within business hours and all repair work to be under taken by a qualified technician at all times..

5.9. Unforeseen or Emergency Breakdown/s and Repair/s:

To repair and replace any part of the existing components, when such replacement or repair has been occasioned by fair wear and tear and in the Contractor' s opinion is essential for the safe functioning of the installed and overhauled components. All identified replacement/s or repair/s and down time to be detailed in a report and handed to the maintenance manager. The following compulsory documentation will be required for all repairs before commencing with such repair/s:

- Detailed Report
- Compulsory Official Price Quotation Price Page - Form 8
- Compulsory SBD4 Form
- Compulsory Bill of Quantities Form
- Job card, safety certification and completion certificate
- Proof of guarantees pertaining to workmanship, materials and parts

5.10. Contractor must supply all user manuals and service manuals or guides on in house maintenance if required and all relevant information with regard to service intervals to be handed to maintenance manager.

5.11. Quoted Price must be held firm for the duration of the contract. It is the Contractor's responsibility to take a forward cover for any future increase in charges, taxes, duty etc. that maybe imposed on the Contractor in respect of servicing, materials and parts.

5.12. NO SUB CONTRACTING WILL BE ALLOWED FOR THIS CONTRACT. ONLY COMPANIES SPECIALISING IN THIS FIELD WILL BE CONSIDERED.

ONLY OFFICIALLY AUTHORIZED PERSON/S RELATED TO THE ABOVE SERVICE WILL BE GRANTED ACCESS INTO THE INSTITUTION, FOR THE DURATION OF THE CONTRACT.

**6. GENERAL TERMS AND CONDITIONS.**

6.1 The Contractor to commence work on receipt of order or prior arrangement. Contractor to ensure he/she informs the Maintenance Manager of planned services to be provided, with approximate down time. There after fixed dates and times must be communicated to the Maintenance Manager. Only the authorised person/s will be permitted on site for the duration of this contract.

6.2 Contractors to work within normal working hour' s i.e. 07H00 to 15H30, unless prior arrangements have been agreed on and authorized for afterhours work on site. Entrance and exit for authorized afterhours work - the Contractor must at all times' report to and sign in and out with the Security Supervisor on site.

6.3 The contractor and contractor' s employees are required to report to the Maintenance Supervisor or Official in Charge upon arrival and prior to departure from the institution.

6.4 Compulsory: Signing in and out in the Contractors Register. The Register must be signed by all contractors' staff on site, individually.(Company name, Contractor personnel/staff with title/designation as per page 3 of the BILL OF QUANTITIES Document).

6.5 Compulsory compliance to the OHS ACT 85 of 1993, National Building Regulations & the institution agreed on terms for the duration of the contract.



# END-USER SPECIFICATION FORM

6.6 The Contractor will ensure the area/s where the contract is under way, the area/s closest to and within this area is always kept clean and safe for all persons. Ensure proper visible signage is in place indicating restricted areas is in place for the duration of the work in progress and removed on completion of the contract.

6.7 Handing over certificate, Safety Certificates, invoice/s, and job card will ONLY be accepted, once the site is cleared of all rubble/debris/unwanted scrap, under the supervision of the maintenance manager. No scrap metal or redundant parts, materials, equipment or plant to be removed off site without prior written authority from the Systems Manager.

6.8 The contractor shall make timeous arrangements with the maintenance manager to inspect all work carried out on the project prior to departure off site.

6.9 Should any part of the complete works perform unsatisfactorily, so as to become detrimental to its functional use, the contractor shall replace any such part, or the complete works, with equipment as prescribed by the institution without delay at his/her own cost. Any damages caused to the building, plant or working area due to contractor negligence, will be repaired at the contractor's cost before the end of the contract or the costs will be deducted from the final invoice of the current work in progress.

6.10 Failure to comply with the contract will result in penalties being levied as per the general conditions on the quotation price page - FORM 8.

6.11 The contractor shall submit his/her final invoice only after all work is satisfied as per the technical specification of the contract, together with all written guarantees not less than 12 months, safety & completion certificates, written reports if required and signed off job card. Together with the required instruction manuals, service intervals and written maintenance advice on the internal up keep of the equipment.

6.12 All work carried out must be to the satisfaction of the Maintenance Manager / Systems Manager or an Engineer requested by the Department's to endorse such work carried out. The Department reserves the right to consult or confirm all work undertaken by the awarded Contractor.

**3. Does a sample need to be submitted? Yes / No (select option 3.1 or 3.2)**

3.1. Deadline for submission if Yes: Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Time \_\_\_\_:\_\_\_\_ Place \_\_\_\_\_

or

3.2. Specify that samples must be made available when requested in writing. Yes  or No

**4. Penalties to be noted by the suppliers:**

4.1. 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.

**5. What is the evaluation criteria / special terms and conditions to be advertised?**

List evaluation criteria / special terms and conditions to be advertised (if applicable)	
1. Pre-qualification criteria	Does the offer meet the pre-qualification criteria?
2. Administrative	Does the offer comply to stipulated administrative requirements?
3. Conformance:	Was the product made or service performed to specifications?
4. Performance:	Will/does the product/service fulfil its performance obligation, in a manner that releases the supplier from all liabilities under the contract?
5. Features:	What characteristics does the product or service have?
6. Reliability:	How long can a product go between failures and the need for maintenance? (guarantee)
7. Durability:	What is the useful life for the product? How will the product hold up under extended use?
8. Serviceability:	How easy is it to repair, maintain or support the product or service? (customer support)
9. Ability & Capacity	The ability and capacity of the vendor to execute the contract
10. Preference points	Preferential Procurement System (80/20) if applicable

Name of End User(in Full)	<i>N. N. N. N.</i>	Name of SCM rep(in Full)	
Designation	<i>[Signature]</i>	Designation/rank(in Full)	
Signature	<i>[Signature]</i>	Signature	