



KZN Health Intranet

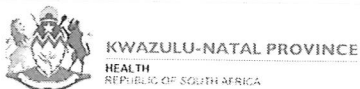
KZN HEALTH

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AdvertQuote



Quotation Advert

Opening Date: 2021-11-04

Closing Date: 2021-11-17

Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: G.J. Crookes hospital

Province: KwaZulu-Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required: GJ CROOKES HOSPITAL

Date Submitted: 2021-11-03

ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ: GJC 513/21/22

Item Category: Goods

Item Description: MAJOR SERVICE TO CENTRAL COOLING WATER COOLED PACKAGE UNITS, DOSING PUMP, COOLING TOWERS UNITS & COOLING TOWERS FANS

Quantity (if supplies)

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Both

Date: 2021-11-10

Time: 10:00

Venue: GJ CROOKES HOSPITAL

QUOTES CAN BE COLLECTED FROM: KZN HEALTH TENDER WEBSITE

QUOTES SHOULD BE DELIVERED TO: GJ Crookes Hospital, No.1 Hospital Road, Scottburgh, 4180, Tender Box

ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name: T.F DLAMINI

Email: -----

Contact Number: 039-9787158

Finance Manager Name: Ms SZG NGUSE

Finance Manager Signature: *PSK ZAMA*

No late quotes will be considered

STANDARD QUOTE DOCUMENTATION SUPPLY CHAIN MANAGEMENT OVER R30 000.00

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: GJ CROOKES HOSPITAL
 DATE ADVERTISED: 04/ 11/ 2021 CLOSING DATE: 17/ 11/ 2021 CLOSING TIME: 11:00
 FACSIMILE NUMBER: (039) 978 1295 E-MAIL ADDRESS: -----
 PHYSICAL ADDRESS: NO.1 HOSPITAL ROAD, SCOTTBURGH, 4180

ZNQ NUMBER: **GJC 513/ 21/ 21**

DESCRIPTION: **MAJOR SERVICE TO CENTRAL COOLING WATER COOLED PACKAGE UNITS**

CONTRACT PERIOD: **ONCE OFF** VALIDITY PERIOD 60 Days SARS PIN.....
 (if applicable)

CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO.

UNIQUE REGISTRATION REFERENCE

DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS)
GJ CROOKES HOSPITAL NO.1 HOSPITAL ROAD, SCOTTBURGH, 4180
TENDER BOX NEXT TO RECEPTION

Bidders should ensure that quotes are delivered timeously to the correct address. If the quote is late, it will not be accepted for consideration.

The quote box is open from 08:00 to 15:30.

ALL QUOTES MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS QUOTE IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

THE FOLLOWING PARTICULARS MUST BE FURNISHED
 (FAILURE TO DO SO WILL RESULT IN YOUR QUOTE BEING DISQUALIFIED)

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE.....NUMBER..... FACSIMILE NUMBER CODENUMBER.....

CELLPHONE NUMBER

E-MAIL ADDRESS

VAT REGISTRATION NUMBER (If VAT vendor)

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) YES NO

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

DESCRIPTION: MAJOR SERVICE TO CENTRAL COOLING WATER COOLED PACKAGE UNITS

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 'MAJOR SERVICE AND PRODUCE REPORT TO NEW ADMIN BUILDING CENTRAL COOLING WATER COOLED PACKAGED UNITS, DOSING PUMP, COOLING TOWERS UNITS AND COOLING TOWERS FANS AT GJC HOSP.' and summary rows for 'VALUE ADDED TAX @ 15%' and 'TOTAL QUOTATION PRICE (VALIDITY PERIOD 60 Days)'.

Does This Offer Comply With The Specification? Is The Price Firm? 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: T.F. DLAMINI Tel: 0399787158 E-Mail Address: tusani.dlamini@kznhealth.gov.za Enquiries regarding technical information may be directed to: Contact Person: MS HLOPHE Tel: 0399787066



Enquires: Mr. M.S.Hlophe---- Reference: ZNQ: ---- Date:

MINUTES OF SITE MEETING HELD ON:

Date:

Venue:

1. Matter Discussed:

- 1.1. Signing of attendance register and site inspection briefing certificate.
- 1.2. Handing out of quotation documents.
- 1.3. Completion of quotation documents.
 - 1.3.1. SBD 4
 - 1.3.2. SBD 6.1
 - 1.3.3. Form 9
 - 1.3.4. Bill of Quantities
- 1.4. Submission of required information.
 - 1.4.1. Documents as per page 3 of the specification.
- 1.5. Site visit and deliberations on specifications and requirements.
- 1.6. Bidders are compelled to re-visit the site for one-on-one clarification of measurements and requirements. Post Site Inspection Briefing certificate to be signed on day of re-visit.
- 1.7. No part payments will be made and any stage of the project.
- 1.8. No payment will be made for incomplete or poor quality of work.
- 1.9. Material list page to be completed for all quotation documents. Failure to attach signed and completed document will render the quotation as not valid.
- 1.10. Past poor performance of contractors.
 - 1.10.1. Contractors that have performed poorly in the past will not be considered.
 - 1.10.2. Contractors that have not completed previous projects fully will not be considered.
 - 1.10.3. Contractors will be referred to National Treasury as a defaulter to be listed on the Database of Restricted Suppliers.**

| | |
|--|--|
| <p>I,, from do hereby (Print Name)</p> | <p>..... do hereby (Name of Business)</p> |
| <p>acknowledge that I have read and understand the items discussed as laid out above and will ensure that the quotation price submitted will address all the requirements as stipulated.</p> | |
| <p>..... Signature</p> | <p>..... / / Date</p> |

ZNQ: Bidders Signature:



**CERTIFICATE OF BIDDERS ATTENDANCE AT COMPULSORY
 SITE INSPECTION BRIEFING MEETING
 GJ CROOKES HOSPITAL**

| QUOTATION NO. | DESCRIPTION | CIRCULAR |
|---------------|---|------------------|
| ZNQ | MAJOR SERVICE AND PRODUCE REPORT TO NEW ADMIN CENTRAL COOLING WATER COOLED PACKAGED UNITS ,DOSING ,COOLING TOWERS UNITS AND COOLING TOWERS FANS | G184/2018 |

This is to certify that I _____

A representative of (Bidder) _____

of Address: _____

Telephone No: _____

Telefax No.: _____

Attended the Pre-Bid Site Briefing Meeting on (date) _____

And at the following venue (mark in appropriate block):

GJ CROOKES
 HOSPITAL

BIDDERS REPRESENTATIVE _____

DEPARTMENT REPRESENTATIVE _____

DEPARTMENTAL STAMP:

ENQUIRIES:

REF:

CLOSING DATE:

CONTRACTOR: _____

1. On behalf of the KwaZulu-Natal Department of Health, we hereby invite you to quote for the above service
2. Your quotation must be submitted to the following address:

HAND DELIVERED

| | |
|--|--|
| | |
|--|--|

In a sealed envelope, the front of the envelope being clearly endorsed with the Quotation Number **ZNQ** _____ and the service type as stated above, not later than **11h00** on

3. The quotation shall be fully detailed as follows:
 - 3.1 Itemised list of additional Material/Spare parts required by the Contractor, showing costs and contracts mark-up.
 - 3.2 Labour hours, rate and total travelling costs.
 - 3.3 Kilometres, Rate and Total Travelling Cost (specify number of trips).
 - 3.4 Subsistence: Number of Days, Rate and Total Subsistence Costs.
4. Kindly complete the attached document and return all pages as per paragraph two above, each page being initialled by the Contractor's authorized signatory.
5. The Contractor's attention is drawn to the following, which under no circumstances will be acceptable and will result in the automatic disqualification of the quotation.
 - 5.1 Use of correcting fluid i.e. Tippex on the quotation documents.
 - 5.2 Faxed quotations
 - 5.3 Photocopies of quotations
 - 5.4 Incomplete quotation document including Bill of Quantities.
6. Only the original document, duly signed and completed in its entirety will be given any consideration.
7. **Bidder to sign and date every page in acknowledgement that he/she has read and understood all the requirements contained in this document. Failure to do so will render your offer as non-responsive.**

ZNQ: Bidders Signature:

DOCUMENTATION TO BE SUBMITTED

| No. | Document Details | Doc. Type | Submitted | |
|-----|---|----------------------------|-----------|----|
| | | | Yes | No |
| 1. | Tax Clearance Certificate | Original | | |
| 2. | CIDB Registration ME 1 | Certified Copy of Original | | |
| 3. | Company Registration Documents (CK) | Certified Copy of Original | | |
| 4. | B-BBEE Status Verification Certificate | Certified Copy of Original | | |
| 5. | Fully Completed and Signed Quotation Document | Original | | |
| 6. | SBD 4 Document Declaration Of Interest (Fully completed and signed) | Original | | |
| 7. | Bill of Quantities (fully priced for each item as listed) | Original | | |
| 8. | CSD | Certified Copy of Original | | |
| 9. | Registration with Department of Labour Letter of Good Standing. | Certified Copy of Original | | |

**GJ CROOKES HOSPITAL
HEALTH AND SAFETY SPECIFICATION**

OCCUPATIONAL HEALTH AND SAFETY ACT 85 OF 1993

EXTRACT FROM THE CONSTRUCTION REGULATIONS

Scope: This specification details the health and safety requirement with the Works.

1. **Interpretations** : Construction work is defined as: any work in connection with: -
- a) The erection, maintenance, alteration, repair, demolition or dismantling of or addition to a building or any similar structure;
 - b) The installation, erection, dismantling or maintenance of a fixed plant

ZNQ: Bidders Signature:

- where such work includes the risk of a person falling; or
- c) The moving of earth, clearing of land, the making of an excavation, piling or any similar type of work.

2. **General:** The Employer will take reasonable steps to ensure that the contractor's health and safety plan is implemented and maintained. The steps taken will include periodic audits at intervals of at least once every month.

Should the Contractor at any stage in the execution of the work-

- a) Fail to implement or maintain contractors' health and safety plan;
- b) Execute construction work which is not in accordance with contractors' health and safety plan; or
- c) Act in any way which may poses a threat to the health and safety of any person/s, **the Employer or employers' representative/agent will stop the Contractor from executing construction work.**

3. **General Requirements**

3.1. **First Aid Equipment:** The Contractor shall provide for its employees an approved first aid box. The first aid box to be checked weekly by a responsible person, who shall be appointed by the Contractor.

3.2. **Reporting of incidents and /or injuries:**

3.2.1. All incidents in respect of damage to Works, property or machinery or injury to persons, shall be reported by the Contractors Safety Officer or Site Representative to the Representative/agent by the quickest means possible.

3.2.2. A mandatory incident report form, containing full details of the incident, shall be completed and submitted to the representative/agent within (24) hours of the occurrence of the incident.

3.2.3. The representative/agent shall have the right to make all or any enquiries as to the cause and result of any such incident. The Contractor shall provide the representative/agent with full facilities for carrying out such enquiries.

3.3. **Danger Areas:** All danger areas shall be demarcated by the Contractor with appropriate tape and hazard notices to prevent unauthorized person/s entering the danger area.

3.4. **Hazard Notices:** The Contractor shall display hazard notices in all areas identified in the risk assessment as potentially hazardous.

3.5. **Personal Protective Clothing:** The Contractor shall provide the necessary personal protective clothing for his employees in hazardous areas, appropriate to the nature of the hazard identified in the risk assessment.

a) **Hard Hats:**

All employees of the Contractor shall wear hard hats in areas where appropriate hazard

ZNQ: Bidders Signature:

notices are displayed. Hard hats shall not be painted or otherwise defaced.

b) Eye Protection:

Suitable eye protection shall be worn in areas where appropriate hazard notices are displayed, or when grinding, chipping, breaking, drilling, arc welding, cutting with oxyacetylene equipment of similar activities are taking place.

c) Hearing Protection:

Suitable hearing protection shall be worn in areas where appropriate hazard notices are placed.

d) Foot Wear:

All employees of the Contractor shall wear undamaged, laced-up safety boots or safety shoes, suitable for the intended purpose, in prescribed areas where appropriate hazard notices are displayed.

e) Gloves:

All employees of the Contractors shall wear suitable gloves in all areas where appropriate hazard notices are displayed or when handling hot or hazardous materials or chemicals.

3.6. Machine Guarding: All power tools and machinery driven by belts, gears, ropes, chains, couplings and similar drives shall be adequately guarded. The Contractor shall prohibit the use of any equipment with a damaged, missing or inadequate guard.

Ladders:

3.6.1. Every ladder shall be:

- Of good construction, sound material and adequate strength and suitable to the purpose for which it is used (e.g. electricians shall use suitable insulated ladders),
- Fitted with non-skid devices at the bottom of the stiles or with hooks or similar devices at the tops of the stiles.

3.6.2. Except for extension ladders, no ladder shall be used which is longer than 4,5m and no ladder shall have its reach extended by tying together two or more ladders.

3.6.3. All ladders shall be inspected weekly and a log shall be kept of the inspections.

3.7. Scaffold Framework:

3.7.1. Scaffold standards shall be firmly supported and secured against displacement and shall be kept vertical.

3.7.2. No Contractor shall use, or cause to be used, any scaffold unless it is inspected by a competent person at least once a week and after inclement weather.

3.8. Prevention of Uncontrolled Collapse: The Contractor shall ensure that no structure or part of a structure is loaded in a manner that would render it unsafe.

3.9. Electrical Equipment and Procedures Used by the Contractor:

ZNQ: Bidders Signature:

- 3.9.1. All electrical equipment to be inspected regularly by a qualified electrician, who shall be appointed by the Contractor and inspections to be logged.
- 3.9.2. The Contractor shall ensure that all his electrical equipment conforms to the operational and safety requirements.
- 3.9.3. All earth leakage units shall be tested at intervals of not more than one month and signed for by a qualified electrician.

3.10. Indemnity of the Employer and his agents: The annexure to this Contract Document contain a “Mandatory Form of Authority and Agreement in terms of Section 37 (2) of the Occupational Health and Safety Act, No, 85 of 1993 which agreement shall be entered into and duly signed by both the Employer and Contractor prior to the commencement with work. A copy of the signed agreement shall be included in the Contractors health and safety plan.

3.11. Minimum Requirements of a Safety File

- 1. Health & Safety specifications.
- 2. Baseline risk assessment
- 3. Task based Risk Assessment
- 4. Approved SHE plan
- 5. Letter of good standing
- 6. Contractors OHS Policy
- 7. Agreements as contemplated in Section 37(2) of the OHS Act
- 8. Notification of construction work
- 9. Construction work permit (where required)
- 10. Contractor organogram
- 11. Site specific emergency plan
- 12. Site specific emergency numbers
- 13. All Legal appointments applicable to the project
- 14. Safe work procedures
- 15. Certificates of electrical installations
- 16. Fall protection plan where applicable
- 17. Scaffold inspection records
- 18. Drawings and designs
- 19. All applicable letters of appointments and CV's thereof
- 20. List of contractor employees on site
- 21. List of appointed contractors on site
- 22. Equipment list
- 23. Inspection schedule and copies of inspection reports
- 24. Evacuation plans and emergency contact details
- 25. Training records
- 26. Toolbox talks register
- 27. Medical certificates of fitness
- 28. Incident management procedures
- 29. MSDS register & Documents
- 30. PPE Issuing records
- 31. Proof of communication of all relevant OHS documents
- 32. Up to date version of the OHS Act & Regulations

ZNQ: Bidders Signature:

NB: this list is not exhaustive; the contractor must ensure compliance with ALL OHS file requirements as contemplated in CR 7(b)

GJ CROOKES HOSPITAL SCOPE OF WORK

BILLS OF QUANTITIES

MAJOR SERVICE AND PRODUCE REPORT TO NEW ADMIN CENTRAL COOLING WATER COOLED
PACKAGED UNITS, DOSING, COOLING TOWERS UNITS AND COOLING TOWERS FANS

Notes to Bidders: All items to be priced fully inclusive of all charges, e.g. labour, scaffolding, materials, profit, Transport etc. **including Value Added Tax.**

| Item | Description | Unit | Qty | Rate | Total |
|--|--|------|-----|------|-------|
| 1. | Service and produce report to water cooled Package Units | Each | 8 | | |
| 2. | Service and produce report to dosing pump | Each | 1 | | |
| 3. | Service and produce report to Cooling Tower and Fans | Each | 2 | | |
| 4. | Service and produce report to all safety controls | Item | | | |
| | REFER TO STANDARD PREAMBLES | | | | |
| Total amount carried over to the Quotation Form | | | | | |

Note: Use the attached check list from procedure manual to cover all item needed during service

ZNQ: Bidders Signature:

| INSTITUTION: GJ CROOKES HOSPITAL | | | |
|---|--|-------|----------|
| CODE: ACA – 08 | | | |
| TYPE OF SERVICE: Air-conditioning | | | |
| SCHEDULE FOR: Cooling towers | | | |
| FREQUENCY: Weekly/Bi-annual/Annual | | | |
| ITEM | INSTRUCTION | CHECK | COMMENTS |
| Weekly | | | |
| 1 | Check cooling towers are working | | |
| 2 | Check for undue noise and vibration | | |
| 3 | Check for loose components | | |
| 4 | Check for water leaks | | |
| 5 | Check for clogged nozzles | | |
| 6 | Check operation of ball valve and water level | | |
| 7 | Check inlet/outlet water temperatures | | |
| 8 | Check drive belt (if applicable) | | |
| 9 | Clean plant and plant area | | |
| Bi-annual (Contractor) | | | |
| 1 | All the above plus the following | | |
| 2 | Check fill | | |
| 3 | Check control/bypass valve (if applicable) | | |
| 4 | Check and clean sump strainers | | |
| 5 | Check operation of chemical dosing | | |
| Annual (Contractor) | | | |
| 1 | All the above plus the following | | |
| 2 | Lubricate fan/motor bearings | | |
| 3 | Drain tower and clean thoroughly and treat for internal rust & corrosion. Repaint interior | | |
| 4 | Check all safety controls | | |
| 5 | Remove motor end cover and clean out airways | | |
| 6 | Clean rust spots and touch up with paint | | |
| Date: | | | |
| Name: | | | |
| Signature: | | | |

INSTITUTION: GJ CROOKES HOSPITAL

TYPE OF SERVICE: Chemical Dosing

SCHEDULE FOR: Cooling Tower Water

FREQUENCY: Weekly/Monthly

| ITEM | INSTRUCTION | CHECK | COMMENTS |
|---|--|-------|----------|
| Weekly/Monthly (Artisan or Contractor) | | | |
| 1 | Check operation of dosing pump and adjust settings as necessary | | |
| 2 | Check that pipes are free of airlocks. Bleed if necessary | | |
| 3 | Check feed tanks for sufficient chemical level/s | | |
| 4 | Check suction line steamer/s and foot valve/s are free of obstructions | | |
| 5 | Test T.D.S. and re-calibrate controller if necessary | | |
| 6 | Check that bleed solenoid is functioning at correct T.D.S. level | | |
| 7 | Clean plant and plant area | | |

Date :

Name :

Signature :

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):..... | 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); | c) provincial legislature; |
| b) any municipality or municipal entity; | 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. 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 SHALL take place
- (ii) Date 10/1/21/ Time 10:00 Place GJ CROOKES HOSPITAL

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

8. STATEMENT OF SUPPLIES AND SERVICES

8.1. The contractor shall, when requested to do so, furnish particulars of supplies delivered or services executed. If he/she 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 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. 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:

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

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

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 | | |
| 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..... |