



# KZN Health Intranet

KZN HEALTH

- HOME
- CORPORATE INFORMATION
- COMPONENTS
- DIRECTORY
- DISTRICT OFFICES
- HEALTH FACILITIES

KZN Health > Components > [Supply Chain Management](#)

## AdvertQuote



## Quotation Advert

Opening Date:

Closing Date:

Closing Time:

### INSTITUTION DETAILS

Institution Name:  ▾

Province:

Department or Entity:

Division or section:

Place where goods / services is required:

Date Submitted:

### ITEM CATEGORY AND DETAILS

Quotation Number:

Item Category:  ▾

Item Description:

Quantity (if supplies):

### COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type:  ▾

Date:

Time:

Venue:

QUOTES CAN BE COLLECTED FROM:

QUOTES SHOULD BE DELIVERED TO:

### ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name:

Email:

Contact Number:

Finance Manager Name:

Finance Manager Signature:

**No late quotes will be considered**

STANDARD QUOTE DOCUMENTATION OVER R30 000.00

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: NEWCASTLE REGIONAL HOSPITAL
DATE ADVERTISED: 25 AUGUST 2022 CLOSING DATE: 31 AUGUST 2022 CLOSING TIME: 11:00
FACSIMILE NUMBER: 0343122011 E-MAIL ADDRESS: Newcastle.Quotations@kznhealth.gov.za
PHYSICAL ADDRESS: NO 4 NEWCASTLE HOSPITAL STREET,NEWCASTLE,2940

QUOTE NUMBER: ZNQ / NEH / 242 / 22 - 23

DESCRIPTION: SUPPLY AND INSTALL 24000BTU UNDER CEILING AIR CONDITIONING UNIT

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

CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO. M A A A

UNIQUE REGISTRATION REFERENCE

DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS)
NO 4 HOSPITAL STREET, TENDER BOX, FRONT FOYER
NEWCASTLE, 2940

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

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

QUOTATIONS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RETYPED)

THIS QUOTE IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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 MAY RESULT IN YOUR QUOTE BEING DISQUALIFIED)

NAME OF BIDDER
POSTAL ADDRESS
STREET ADDRESS
TELEPHONE NUMBER CODE.....NUMBER..... FACSIMILE NUMBER CODE.....NUMBER.....
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 TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

N.V. TERBLA S.M.O.
Demolition & Construction
24/08/2022



DESCRIPTION: SUPPLY AND INSTALL 24000BTU UNDER CEILING AIR CONDITIONING UNIT

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

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

Item No	Quantity	Description	Brand & model	Country of manufacture	Price	
					R	c
	1 UNIT	SUPPLY AND INSTALL 24000BTU UNDER CEILING AIR CONDITIONING UNIT				
		NB:AS PER ATTACHED SPECIFICAION				
		NB:SUBMIT CIDB GRADE 1ME/EB WITH QUOTE HEALTH AND SAFETY FILE WILL BE NEEDED TO SUCCESSFUL BIDDER				
		NB:PART DELIVERY SHALL NOT BE ACCEPTED AN ORDER ISSUED TO BE DELIVERED IN FULL.				
		NB:SANS & SANS APPROVED				
		NB: SAMPLES AS PER CLAUSE 6.1 & 6.2				
VALUE ADDED TAX @ 15% (Only if VAT Vendor)						
TOTAL QUOTATION PRICE (VALIDITY PERIOD 60 Days)						

Does This Offer Comply With The Specification?	Does The Article Conform To The S.A.N.S. / S.A.B.S. Specification?
Is The Price Firm?	State Delivery Period, e.g., 1day, 1week

<p><b>Enquiries regarding the quote may be directed to:</b></p> <p>Contact Person: VUSUMUZI MTHABELA Tel: 0343280050</p> <p>E-Mail Address: .....</p>	<p><b>Enquiries regarding technical information may be directed to:</b></p> <p>Contact Person: BERT LIEBENBERG Tel: 0343280047</p>
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M.Y. TWALA S.M.O.  
 Demand & Specification  
 24/08/2022

NEH|242|22|23

**PROVINCE OF KWAZULU-NATAL**

**DEPARTMENT OF HEALTH**

**SUPPLY, DELIVERY AND INSTALLATION OF AIR CONDITIONING UNIT IN  
NEWCASTLE REGIONAL HOSPITAL**

**QUOTATION NUMBER:**

<b>REQUIRED CIDB GRADING</b>	1ME/EB
<b>FACILITY NAME</b>	NEWCASTLE DISTRICT HOSPITAL
<b>PROJECT DESCRIPTION</b>	SUPPLY, DELIVERY AND INSTALLATION OF AIR CONDITIONING UNIT IN NEWCASTLE HOSPITAL

**QUOTATION DOCUMENT**

**DEPARTMENT OF HEALTH**

**Project Leader:**

**Telephone ;**

## 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 heating, ventilation, air-conditioning and refrigeration (HVAC&R) Contractor to supply, deliver and install an air conditioning unit at Newcastle District Hospital.

## 2 DEFINITIONS OF WORK CATEGORIES

The work categories are as under:

- Installation- The installation of an adequately sized air conditioning unit in the identified room

## 3 CONDITIONS OF CONTRACT

### 3.1 NOTICE TO BIDDERS

- 3.1.1 The institutions will remain open and operational at all times therefore the Contractor shall make the necessary arrangements with the Institutional Management and maintenance staff for any power outages that are required.
- 3.1.2 The Administration reserves the right to negotiate prices in the Schedule of Prices.
- 3.1.3 All redundant material and rubble shall to be removed from the institution's property immediately.
- 3.1.4 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.
- 3.1.5 All items quantities in the Schedule of equipment are PROVISIONAL and subject to re-measure after Site visit
- 3.1.6 The Schedule of equipment shall be read in conjunction with the Scope of Work.
- 3.1.7 Any discrepancies or omissions shall be brought to the attention of the Project Leader immediately.
- 3.1.8 Preference will be given to Bidders who have registered offices / workshops within the borders of the Province of KwaZulu-Natal. This is in an effort to reduce response times to call outs for breakdowns in the more remote areas of the Province.
- 3.1.9 The Contractor must be registered with CIDB and must have minimum grading of 1ME/EB.
- 3.1.10 The Contractor must be competent with proven experience in working with air-conditioning and refrigeration equipment with traceable references.

## 4 EXECUTION PERIOD

One (1) Week is the specified maximum completion period for the installation of the air-conditioning unit from the date of award.



## 5 TECHNICAL SPECIFICATION

### 5.1 COMPLIANCE WITH REGULATIONS AND STANDARD SPECIFICATIONS

- a) These works are to be carried out in accordance with the KwaZulu-Natal Province Standard Specification for Refrigeration Services reference M-RCFM Issue 1 1998 and the KZN Standard specification for Air-conditioning and ventilation Services 127 pages
- b) The Contractor shall only use genuine OEM parts should replacement of parts be necessary.
- c) 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.
- d) 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.
- e) The Contractor shall take cognisance of the standards listed below while conducting maintenance.
  - i) SANS 1125: Room air-conditioners and heat pumps
  - ii) SANS 1238: Air-conditioning ductwork
  - iii) SANS 10142: Code of Practice for Wiring of Premises
  - iv) SANS 10147: Refrigeration systems including plants associated with air-conditioning systems
  - v) SANS 10173: The installation, testing and balancing of air-conditioning ductwork
  - vi) SANS 10400: The application of the National Building Regulations
  - vii) SANS 14644: Clean rooms and associated controlled environments (Part 1 and Part 2)
- f) An Electrical Certificate of Compliance, in accordance with the OHS Act as amended, will be required for all Electrical Works.
- g) The Contractor shall observe the Machinery and Occupational Safety Act - Act 6/1983 while conducting maintenance.
- h) The Contractor shall observe Municipal By-laws and any special requirements of the Supply Authorities of the area or district concerned while conducting maintenance.
- i) The Contractor shall observe Local Fire Regulations while conducting maintenance.
- j) All building works shall be in accordance with the Standard Preambles to All Trades.
- k) 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.
  - 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

- Supply and Install a **24 000 BTU Underceiling Inverter** air conditioning unit in the UPS Room, inside unit should have a drip tray discharging water through a pipe to the outside.
- Run necessary refrigerant piping.
- Run necessary electrical cables, and install electrical isolator from DB
- Commission installed unit
- Issue Electrical Certificate of Compliance
- Provide OEM operating manuals.
- Provide 12 months' warranty period.
- Ensure there are no gas leaks.
- Ensure units are gassed up, i.e new unit
- Install a dry wall board to fully close up both windows.

## 8 THE SITE

The site is at the Newcastle District Hospital 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.

### 8.1 PROGRAM OF WORKS

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

The contractor shall notify the facility seven (7) days prior to carrying out any installation. 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.



8.2 DOCUMENT RECEIVED (YES/NO)

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

9 ELECTRICAL

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

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

9.2 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

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

9.3 MAINTENANCE MANUALS

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

10 SCHEDULE OF PRICES

PREAMBLE TO THE SCHEDULE OF PRICES



- 10.1 All prices shall be quoted in the currency of the Republic of South Africa and will be fixed. Only where exchange rates have been stated in the quotation document, as at two weeks (14 days) prior to closing date of this quotation, will such exchange rate fluctuation be taken into account in the variation of the cost of the imported items/equipment.
- 10.2 The Tenderer shall enter a price against each item in the schedule of prices. If the Tenderer fails to enter a price against any item in the schedule of prices the relevant cost of such item shall be regarded as being covered by other prices in the schedule of prices.
- 10.3 The prices quoted against each item of these schedules shall cover the full inclusive cost of everything required for the execution of the work under the item plus an apportionment of any cost involved in meeting the obligations and liabilities imposed by the conditions of contract and in complying with the specifications.
- 10.4 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.
- 10.5 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.
- 10.6 Amounts allowed for contingencies will be spent in part or as a whole at the sole discretion of the Department of Health's "Representative".

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.

PROVINCE OF KWAZULU-NATAL - DEPARTMENT OF HEALTH	
<b>ESTIMATE FORM FOR : NEWCASTLE REGIONAL HOSPITAL</b>	
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 in Contract ZNQ.....	
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) <span style="float: right;">R</span>
	Mark Up @ ..... % (Maximum Mark Up = 20% for values R0.00 to R299 999.99) <span style="float: right;">R</span>
	Mark Up @ ..... % (Maximum Mark Up = 15% for values R300 000.00 to R500 000.00) <span style="float: right;">R</span>
	Mark Up @ ..... % (Maximum Mark Up = 13% for values over R500 000.00) <span style="float: right;">R</span>
B.	Quoted for Proprietary Items (Excluding VAT)(Carried forward) <span style="float: right;">R</span>
C.	Quote for Sub-Contract Items (Excluding VAT)(Carried forward) <span style="float: right;">R</span>
	Mark Up @ ..... % <span style="float: right;">R</span>
D.	Labour, Travelling, Subsistence and Transport. This price shall be firm in respect of materials etc. quoted for. (Excluding VAT) (Brought forward) <span style="float: right;">R</span>
E.	Less credit for redundant materials, parts and equipment if applicable <span style="float: right;">R (      )</span>
	SUBTOTAL <span style="float: right;">R</span>
	VAT @ ..... % <span style="float: right;">R</span>
F.	<b>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.</b> <span style="float: right;">R</span>
<b>Time required for completion ..... weeks from receipt of official order.</b>	
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: .....



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	MANUFACTURER	FIGURE/MODEL NO.	QUANTITY	UNIT COST	TOTAL COST (Excluding VAT)		
						BOUGHT OUT	PROPRIETARY	SUB CONTRACT
TOTAL COST BOUGHT OUT ITEMS (A)								
TOTAL COST PROPRIETARY ITEMS (B)								
TOTAL COST SUB CONTRACT ITEMS (C) (Attach copy of sub-contractors quote)								

12.

**PRICE PAGE**

<b>DESCRIPTION</b>					
<b>Labour:</b> Supply and Install Air Conditioning unit in UPS Room. Services of semi-skilled and skilled personnel.					
Item	Description	Unit of Measurement	Quantity	Rate	Amount
1	Trade tested artisan (Refrigeration Mechanic)	Hrs		R	R
2	Unskilled labour	Hrs		R	R
3	<b>Subtotal of labour cost (in Rands)</b>				R
<b>Other items to quote for:</b>					
4	Supply and Install 24 000BTU underceiling air conditioning unit	Item	1	R	R
5	Run refrigerant piping	M	10	R	R
6	Run necessary electrical cables and install isolator	M	15	R	R
7	Allow for 12 months warranty period	Item		R	R
8	Provide a Certificate of Compliance for the whole of the electrical installation, to be issued on completion of the project	Item		R	R
9	<b>Subtotal NB* Inclusive of travelling rates</b>				R
11	<b>Subtotal of item 3 + item 9 (exl. VAT)</b>				R
12	<b>VAT 15%</b>				R
13	<b>Total Amount Carried to form of Quotation (incl.VAT)</b>				R
14	<b>Amount in Words:</b>				



SUPPLY, DELIVERY AND INSTALLATION OF AIR CONDITIONING UNIT IN NEWCASTLE REGIONAL HOSPITAL

SUPPLY, DELIVERY AND INSTALLATION OF AIR CONDITIONING UNIT IN NEWCASTLE REGIONAL HOSPITAL

13. EVALUATION CRITERIA AND SCORIN

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	
Company's Past Experience	Submission of the company's past experience in HVAC&R new installations	40	40	Contractor should submit at least three (3) completion certificates of similar work completed in the past three (3) years.	40	Submission of three(3) award letters/work orders or completion certificates
Availability of certified and qualified Refrigeration Mechanic	Certificate of trade and a minimum of 3 years of experience. NB* Failure to submit Trade Test Certificate and Cat B gas handling certificate will result in automatic disqualification of bidder	40	40	Submission of trade certificate and curriculum vitae to prove experience	20	Trade Test Certificate (Refrigeration mechanic)
					10	Provision of SAQCC Gas accredited gas handling CAT B card
					10	Artisan's CV demonstrating a minimum of 3 years of experience as Refrigeration mechanic
					0	No trade and insufficient experience
Safety	Submission of the tenderer's 1.) Health and Safety Plan 2.) Basic First Aid Training Certificate that will give confidence to the Department that safety will be prioritised. 3)Company Organogram showing	20	20	Submission of the tenderer's 1.) Basic Health and Safety Plan 2.)Basic First Aid	10	Submission of the tenderer's Health and Safety Plan
					10	Submission of the tenderer's First Aid Training Certificate for either Artisan or Unskilled Labourer
					0	No submission



SUPPLY, DELIVERY AND INSTALLATION OF AIR CONDITIONING UNIT IN NEWCASTLE REGIONAL HOSPITAL

roles/responsibilities.									-
							Training Certificate	0	No submission or irrelevant qualifications

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. BIDDER'S DECLARATION

2.1. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? YES/NO

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Table with 3 columns: Full Name, Identity Number, Name of State Institution

2.2. Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? YES/NO

2.2.1. If so, furnish particulars: .....

2.3. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? YES/NO

2.3.1. If so, furnish particulars: .....

3. DECLARATION

I, the undersigned,(name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1. I have read and I understand the contents of this disclosure;
3.2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
3.3. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
3.4. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
3.5. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
3.6. There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
3.7. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

Name of Bidder Signature Position Date

1 the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.
2 Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



## GENERAL CONDITIONS OF CONTRACT

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

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

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



4.10. The Department is under no obligation to pay suppliers in part for work done if the supplier can no longer for fulfil their obligation.

### 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 [redacted] take place
- (ii) Date [redacted] / [redacted] / [redacted] Time [redacted]:[redacted] Place [redacted]

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;                           | (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** (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. THE DEPARTMENT RESERVES THE RIGHT TO PASS OVER ANY QUOTATION WHICH FAILS TO COMPLY WITH THE ABOVE.



**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
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

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

**2. DEFINITIONS**

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



**3. POINTS AWARDED FOR PRICE**

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

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

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

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

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

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

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

**5. BID DECLARATION**

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

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

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

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

**7. SUB-CONTRACTING applicable box**

(Tick

YES		NO	
-----	--	----	--

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

7.1.1 If yes, indicate:

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

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

(Tick applicable box)

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

YES		NO	
-----	--	----	--

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

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
--

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