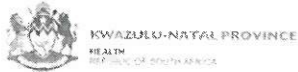


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KZN HEALTH

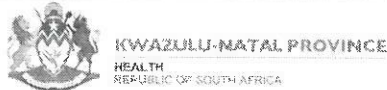
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AdvertQuote



Quotation Advert

Opening Date:	2022-10-04	
Closing Date:	2022-10-11	
Closing Time:	11:00	
INSTITUTION DETAILS		
Institution Name:	Harry Gwala EMS	
Province:	KwaZulu-Natal	
Department or Entity:	Department of Health	
Division or section:	Central Supply Chain Management	
Place where goods / services is required	Ixopo EMS Base	
Date Submitted	2022-10-04	
ITEM CATEGORY AND DETAILS		
Quotation Number:	ZNQ: HGD25/2022-23	
Item Category:	Goods	
Item Description:	Connection and commissioning of standby generator at Ixopo EMS Base	
Quantity (if supplies)		
COMPULSORY BRIEFING SESSION / SITE VISIT		
Select Type:	Compulsory Briefing Session	
Date :	2022-10-06	
Time:	11:00	
Venue:	Ixopo EMS Base,01Peter Hauff Drive(opposite Christ the King Hospital)	
QUOTES CAN BE COLLECTED FROM:		
QUOTES SHOULD BE DELIVERED TO: 111 Main Street Ixopo/ Harry.GwalaDO.scm@kznhealth.gov.za		
ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:		
Name:	Miss N.M Myoli	
Email:	nolusizo.myoli@kznhealth.gov.za	
Contact Number:	039 8348291/8290	
Finance Manager Name:	MsN.G Phakathi	
Finance Manager Signature:		

No late quotes will be considered

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 interest¹ 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.

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 consortium² 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 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 Yes No take place
- (ii) Date 06 / 10 / 2022 Time 11 : 00 Place Ixopo EMS Base

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 points 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
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
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 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.....

**KWAZULU-NATAL PROVINCE**HEALTH
REPUBLIC OF SOUTH AFRICAPrivate Bag X 502, Ixopo, 3276
Tel.: 039 834 8291 / Fax.: 039 834 1332
Email.: nolusizo.myoli@kznhealth.gov.za
www.kznhealth.gov.zaSUPPLY CHAIN
MANAGEMENTDate : 04/10/2022
ZNQ Number: HGD25/2022-23**ITEM SPECIFICATION AND TERMS OF REFERENCE**

ZNQ NUMBER	DESCRIPTION OF ITEM	DETAILS OF SITE BRIEFING	QUANTITY REQUIRED
HGD25/2022-23	Connection and commissioning of standby generator: Technical specification attached	Compulsory site briefing: Date : 06/10/2022 Venue : Ixopo EMS Base, 01 Peter Hauff Drive, Ixopo (opposite Christ the King Hospital) Time : 11:00 am	Item

SPECIAL TERMS AND CONDITIONS

1. Only bidders that fully meet the specification shall be considered.
2. The institution is under no obligation to accept the lowest or any quote.
3. The quality of products must be SABS/SANS/CKS approved and a certificate of compliance must be submitted when required
4. The bidder must ensure the correctness and validity of the quote: the prices, rates & preference quoted cover all of the work and accept that any mistakes regarding with the price calculations will be at the bidder's risk.
5. If the information supplied is found to be incorrect or false then the KZN Department of Health, in addition to any remedies it may have, may recover from the contractor all cost, losses and damages incurred by Department as a result of the award of the contract, and /or cancel the contract and claim any damages .
6. Defaulting suppliers in terms of delivering, will be dealt with and will be reported at Treasury
7. The evaluation criteria for the quotation above R30000 will be 80/20 for price and points, certified BBEEE certificates and original tax clearance.
8. Incomplete declaration of interest and quotation form will not be considered
9. Orders will be cancelled if the supplier fail to meet the set standards and lead time
10. **NB Suppliers must submit the central suppliers data base copies for the easy reference**

PROVINCE OF KWAZULU-NATAL
DEPARTMENT OF HEALTH

ZNQ –

EMS BASE IXOPO – CONNECTION AND COMMISSING OF STANDBY GENERATOR
TO EMS BASE BUILDING AT EMS BASE IXOPO.

1.1 SCOPE OF CONTRACT

This Contract is for the execution of the project indicated above.

1.2 CONTRACT DRAWINGS

No drawings

1.3 CONDITIONS OF CONTRACT AND PRELIMINARIES

1.3.1 PERIOD OF CONTRACT

ONE (1) *Weeks* as the Contract Period for the completion of the Work from date of Site handover.

1.3.2 CONTRACT GUARANTEE:

The Successful Bidder will **NOT** be required to submit a contract guarantee.

1.3.3 GUARANTEE PERIOD

The guarantee period for the completion of the Structural work and all materials must be a minimum of Three (3) Calendar Months from the date of first delivery.

1.3.4 SITE AND MODE OF PROCEDURE

The work contained in this contract will be carried out on the site of the existing at EMS Base Ixopo.

The Bidder is advised that the existing premises will be occupied throughout the period of the contract, and that the minimum amount of disruption to services is of the utmost importance.

Damage to the existing buildings - Bidders to note that any damages done or occurring to any of the buildings will be repaired at the expense of the contractor/ Bidder.

The repairs must be to the satisfaction of the Kwazulu- Natal Department of Health. Bidders are advised to visit the site prior to tendering and to acquaint themselves with the nature of the work to be done and access to the siting of the existing buildings etc., as no claim whatsoever will be allowed on the grounds of ignorance of the conditions under which the work will be executed.

NB: Bidders are advised to examine the drawings and visit the site prior to quoting and to acquaint themselves with the nature of the work to be done and access to the siting of the existing buildings etc., as no claim will be allowed on the grounds of ignorance of the conditions under which the work will be executed.

1.3.5 SATISFACTORY INSTALLATION

The whole of the installation shall be carried out in accordance with the South African Bureau of Standards Code of Practice for the application of National Building Regulations, the KZNPA Standard Preambles to all Trades, the KZNPA General Electrical Specification, ICASA, Telecommunications regulations, the South African Bureau of Standards Code of Practice for the Wiring of Premises SABS 0142 and the Occupational Health and Safety Act and Regulations 85/1993 as amended.

Copies of the KZNPA Standard Preambles to all Trades and the KZNPA General Electrical Specification are available at the office of the Secretary for Health – KwaZulu-Natal and can be obtained on request.

1.3.6 CERTIFICATE OF COMPLIANCE

On completion of the service, a copy of the "Certificate of Compliance for Electrical Installation" must be submitted to the office of the Secretary for Health: KwaZulu Natal.

1.3.7 GENERAL

The Bidder's / Contractors will be responsible for all masonry work associated with the electrical installation and making good of all work related to the electrical installation. The patching and painting must be to the satisfaction of the KwaZulu-Natal Department of Health.

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TECHNICAL SPECIFICATIONS

2. TECHNICAL SPECIFICATION

2.1 GENERAL

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

2.2 *Standard Preambles*

This is available from the department on request.

2.3 *Health and Safety Specification*

Health and Safety Plan with Risk assessment schedule is to be compiled taking cognisance of the specific type of patient's that walk around the institution all day. All areas are to be protected at all times from patients falling in. All new and old materials are to be securely stored during construction to eliminate any person from rolling them around or playing inside them.

Grading: 1 EP AND ABOVE

CIDB COMPLIANCE

- 2.4 Amendments: Functionality in different contracting strategies in line with regulations 4.3.3 of the CIDB regulations, where functionality is evaluated, at least three Persons who are fully conversant with the Technical aspects of the scope of works shall undertake such evaluation.

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3. SCOPE OF WORK

The work to be carried out under this contract includes the supply of all materials, and including all labour to carry out all electrical work and leaving in service condition to the satisfaction of the Secretary for Health: KwaZulu-Natal.

3.1. The work comprises of

(a) Standby Generator Connection.

3.1.1 Electrical

Satisfactory Installation:

The whole of the installation shall be carried out in accordance with:

- i) The Code of Practice for the Wiring of Premises as issued by the South African Bureau of Standards (SABS 0142).
- ii) The Natal Provincial Administration's General Electrical Specification Part 2E.
- iii) The Machinery and Occupational Safety Act - Act 6/1983.
- iv) The Municipal By-laws and any special requirements of the Supply Authorities of the area or district concerned.
- v) Local Fire Regulations.

Inter-connecting wiring between evaporator and condensing unit, and power supply to the weatherproof isolator shall be routed in trunking as in clause 5 under condensing and air-handling units.

Certificate of Compliance

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

3.2.2 Testing and commissioning

The units shall be tested and commissioned before handing over to the Hospital Maintenance Authorities.

EARTHWORKS

1. EARTHWORKS SITE CLEARANCE: —The item given in the Bills of Quantities for site clearance shall be deemed to include the removal from the site, or burning if permitted by the Local Authority, of shrubs and trees with trunks under 200mm girth measured at 1m above ground level, STANDARD PREAMBLES TO ALL TRADES 3 Rev 3 January 2009 hedges, bushes, other vegetation, rubbish and debris. Holes left by roots are to be backfilled with earth and rammed. EXCAVATIONS: — Rates for excavations are to include for forming and trimming to the correct levels, falls, slopes, curves, etc. for trimming sides, stepping, levelling and ramming bottoms, staging and disposing of the excavated material as described in the items. Rates for excavations to reduce levels over site are also to include for forming and trimming banks to the required batter. The Contractor is to allow in his rates for the bulking of excavated material. The term "excavate", unless otherwise stated, shall mean excavate in "soft excavation" as defined below and for the purpose of classifying excavations the following will apply: — a) Soft excavation: — shall be excavation in material that can be efficiently removed by a back-acting excavator of flywheel power approximately 0, 10 kW per millimetre of tined-bucket width without the assistance of pneumatic tools such as paving breakers, or that can be efficiently loaded without prior ripping or stockpiling by a rubber tired front-end loader of approximately 15t mass and a flywheel power of approximately 100 kW. b) Intermediate excavation: — shall be excavation in material that requires a backacting excavator of flywheel power exceeding 0, 10kW per millimetre of tined-bucket width and the assistance of pneumatic tools prior to removal by equipment equivalent to that specified in (a) above. c) Hard rock excavation: — shall be excavation in material that cannot be efficiently removed without blasting or without wedging and splitting prior to removal. d) Class A Boulder excavation: — shall be excavation in material containing more than 40% by volume of boulders of size between 0.03m³ and 20m³ in a matrix of softer material or smaller boulders. Note: — Excavation of solid boulders or lumps of size exceeding 20m³ will be classed as hard rock excavation. (2) Excavation of fissured or fractured rock will not be classed as boulder excavation but as hard rock or intermediate excavation according to the nature of the material. e) Class B Boulder excavation: — shall be excavation of boulders only in a material containing 40% or less by volume of boulders of size between 0.03m³ and 20m³ in a matrix of softer material or smaller boulders. Note: — Those boulders requiring individual drilling and blasting in order to be loaded by a back-acting excavator as specified in (a) above, or by a track type frontend loader, will each be separately measured as Class B boulder excavation. The excavation of the rest of the material will be classed as soft or intermediate excavation according to the nature of the material. Method of Classifying: —The Contractor may use any method he chooses to excavate any class of material but his chosen method of excavation shall not determine the classification of the excavation. The Department will decide on the classification of the materials. The classification will be based on inspection of the material to be excavated and the criteria given in (a) to (e) above, as applicable. The decision of the Department shall be, subject to the relevant provisions of the contract, final and binding. Should the Contractor consider that the excavation is other than "soft excavation" he must notify the Department immediately in order that an inspection be made and a decision arrived at by the Department as to the category of such excavation. Should the Contractor fail to give such notification, the excavation shall be deemed to be "soft excavation" and shall be measured and valued accordingly. Blasting will only be permitted with the written authority of the Department, if and when permission is granted, it is to be executed only by persons holding the necessary Government Blasting Certificate and subject to all regulations imposed by the Department and/or Local Authority. In addition, the Contractor is to indemnify the Provincial Administration against all claims in respect of damage to persons and property resulting from such blasting operations. STANDARD PREAMBLES TO ALL TRADES 4 Rev 3 January 2009 Before commencing any excavations, the Contractor must satisfy himself as to the accuracy of any levels indicated on the drawings, as no claim will be entertained at a later date for any alleged inaccuracy in such

levels. Excavation shall be carried down to such depths as are necessary to obtain firm foundations, but before proceeding to greater depths than are shown on the drawings, the Department's approval must be obtained. The Contractor will be responsible if he excavates wider or deeper than shown or required. If the excavations are deeper than shown or required such extra excavations are to be filled in with mass concrete at the Contractor's expense. If the excavations are wider than shown or required, any form-work or mass concrete filling required to the side of the concrete foundations is to be executed at the Contractor's expense and to the approval of the Department. Depths of excavations as approved shall be checked and recorded by the a Departmental Official and the Contractor's Foreman before any concrete is laid or the excavations are otherwise covered or filled in. Notwithstanding such approval, any excavations which become waterlogged or otherwise spoilt after approval, shall be cleaned out and reformed, at the Contractor's expense and to the satisfaction of the Department, before any concrete, etc. is laid. WATER: — The Contractor shall keep all excavations free from water or mud by pumping, baling or otherwise. WORKING SPACE: — The Contractor is to allow against the items of "excavate to provide working space" for excavating beyond the extent of the net excavations measured to provide the necessary working space for the carrying out of such work as is described in the items. Rates are to include, in addition to the extra excavation, for any additional risk of collapse so incurred and for filling back and compacting the excavated material. No separate item for working space is provided or will be considered where the face of the measured excavation is 750mm or more away from the finished face of the structure. Separate items for working space for the building of brick foundation walls on ordinary concrete wall footings will not be considered. In the case of column base and pile cap excavations, where the dimensions between the column face and the excavation face is less than 500mm, working space has been measured for the width of the column face from the commencing level of excavation to the top of the column base or pile cap only where the top of the column base or pile cap exceeds 1.5m below the commencing level of excavation. RISK OF COLLAPSE: — The Contractor shall maintain all excavated faces affecting the safety of the works and workmen. He must either provide all necessary temporary planking, strutting or shoring to all vertical excavated faces or carry the risk of collapse of these faces with all its implications. He must assume full responsibility in this connection and must allow in his rates accordingly. In addition, all excavated faces exceeding 1.5m deep are to be maintained in accordance with Government Regulations. Quantities reflect the total superficial areas of the vertical excavated faces and will be subject to variation only in so far as these areas may vary, notwithstanding whether any temporary supports are used or not. FILLING, ETC.: — All backfilling and filling under floors and paving must be of selected material from the excavations, unless otherwise stated, returned and compacted in layers as later described and with the top surface dressed to the correct levels and grades, all to the approval of the Department. Under no circumstances will the Contractor be allowed to use clay, peat or other unsuitable material for filling. STANDARD PREAMBLES TO ALL TRADES 5 Rev 3 January 2009 Rates for all items of filling with material from the excavations are to include haulage not exceeding 100m from the perimeter of the excavations. Any filling supplied by the Contractor is to be of suitable material approved by the Department. COMPACTION OF FILLING ETC.: — All filling and backfilling is to be done in layers not exceeding 200mm thick before compaction, with the layers level to ensure uniform compaction. Each layer is to be thoroughly compacted over the whole of the area to a dry density not less than 90% of Mod. A.A.S.H.O. density. The surface of each compacted layer shall be uniform and tightly bonded. Care is to be taken that no damage is done to foundation walls, drains and other services. The densities of compaction referred to are to be determined by tests carried out in accordance with A.S.T.M. Designation D 1557-58 and at an optimum moisture content of not more or less than 5% of the required Mod. A.A.S.H.O. The Contractor shall be responsible for having sufficient tests taken of the density of the compacted filling to ensure that the required compaction is being attained to the satisfaction of the Department. These tests are to be undertaken by an independent testing authority nominated by the Contractor to the approval

of the Department. The costs of all tests in this connection shall be borne by the Contractor and shall be allowed for in his rates. PROTECTION AGAINST SUBTERRANEAN WOOD-DESTROYING TERMITES: — Where protection against termites is to be provided: — a) Remove vegetable matter All dead roots and other vegetable matter likely to encourage termites must be removed from the ground under, against the building and from all filling material. b) Treating the ground The ground under surface beds, and below suspended wood floors, must be treated by the application of Soil Insecticides of Chlordane or Aldrin types complying with SANS Specifications 1165 and 1164 respectively, mixed with water and applied at the rate of not less than 5 litres of solution per square metre uniformly over the whole surface. The concentration of the solution must be strictly in accordance with the manufacturer's instructions and to the approval of the Department. The Department reserves the right to take samples of the diluted solution, at any time, in order to test the concentration of the chemicals used. Where the ground to be treated is of earth filling, the upper 50mm layer of filling must be levelled by raking, but must not be rammed until after the solution has been applied, and where of natural ground, it must be loosened to a depth of not less than 50mm and similarly levelled, in order to enable the solution to penetrate into the soil. After the solution has been applied and allowed to penetrate the surface, the soil must be well rammed and consolidated. Before applying the solution to the ground under the floors, splay back earth for a depth and width of 75mm from the internal faces of walls enclosing the floors, against internal walls, sleeper piers, etc. and thoroughly saturate with the solution. After the solution has soaked into the earth, the splayed grooves must be filled with earth and consolidated. The treated layer of soil under suspended wood floors must be protected with a 75mm thick layer of approved clean gravel, finished to an even surface. The treated layer of soil under concrete surface beds must be protected with a 25mm thick layer of well-consolidated approved grit prior to laying the waterproofing membrane. Great care must be taken when laying concrete surface beds, protective layers, etc. in order to avoid rupturing the treated layer of soil. Should the treated layer be ruptured at any STANDARD PREAMBLES TO ALL TRADES 6 Rev 3 January 2009 point it must be made good and the area affected re-treated with the soil insecticide. Contractors are advised that: a. Special precautions must be taken to protect the workmen whilst using the soil insecticide. b. The treatment of filling or ground under floors shall be done as soon as practicable, so that treatment may dry out before the floors are laid. c. The treatment of the ground must be carried out under the supervision of the Department. d. The soil insecticide to be delivered to the site in sealed drums clearly labelled or stamped with the name of the product. e. In addition to the foregoing the application of the soil insecticide to be carried out in accordance with SANS Code of Practice 0124 — the application of Certain Soil Insecticides for the Protection of Buildings. f. The protective layers of gravel or grit have been measured separately. RE-USE OF EXCAVATED MATERIAL: — Material of any kind that may be discovered on the site during the excavation shall remain the property of the Administration. Such material may, if approved, be used for aggregate. Material so used shall be valued and the value deducted from the Contract Sum.

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SCHEDULE OF RATES

4.1 ITEMS AND PRICING

The Department reserves the right to place an order for any quantities of items included in the Schedules. The Schedule of Rates must also not be assumed to include and describe every detail of the supply requirement, but must be taken and read in conjunction with the other parts of the document. Thus the supplier shall not have claim for further payment in respect of any order which may be described or implied in the contract, although apparently no corresponding items are given in the Schedule of Rates. The supplier shall be deemed to have satisfied himself before quoting as to the correctness and sufficiency of his quote for the contract and of the rates and prices stated in the Schedule of Rates.

4.2 TAX AND DUTIES

Prices, quoted and paid, must include all customs, excise and import duties, and any other tariffs or taxes levied by the government or statutory body having jurisdiction on the goods provided under this contract, **including Value Added Tax (applicable to the current rate)**.

3.3 RATES

Except where provision is made in the Schedule of Rates, the rates and prices inserted shall be the full rates and prices for the service delivered described under the respective items and shall cover all labour, transport, overhead charges and profit, etc. as well as the general liabilities, obligations and risks arising out of the Conditions of Contract, the overhead charges and profit being spread proportionately over the rates of the relative items in the Schedule of Rates.

Item no	Description	Unit	Qty.	Rate	Amount
	<u>BILL NO.1</u>				
	ALTERATIONS				
	The Tenderer is referred to the relevant Clauses in the Model Preambles to All Trades and to the Supplementary Preambles which are incorporated at the back of these Bills of Quantities.				
	All rubbish and debris must be carried away and the site left clean and unencumbered.				
1.	Remove existing paving, kerbs, concrete etc. and make good (4 500 mm length x 300mm wide)	m ²	1.35		
2.	Re - install paving, kerbs, concrete etc. that was removed.	m ²	1.35.		
3.	Drill the wall to accommodate the cable and make good.	Item	01.		
	Carried to Final Summary Alterations				R

Item no	Description	Unit	Qty.	Rate	Amount
	<u>BILL NO.2</u>				
	EARTHWORKS				
	Excavations				
	<p>The Tenderer is referred to the relevant Clauses in the Model Preambles to All Trades and to the Supplementary Preambles which are incorporated at the back of these Bills of Quantities.</p>				
	<p>The Contractor is advised that the term 'earth' includes natural ground and 'made-up' ground and he must allow in his prices for excavations for trenches, bases, etc., for excavation in natural ground and 'made-up' ground and for backfilling trenches, bases, etc., to reduced or natural ground level with the same material removed from below the reduced or natural ground level and backfilling over with the imported material used in filling under floors.</p>				
	<p>All rubbish and debris must be carried away and the site left clean and unencumbered.</p>				
	<p>The excavation of the trench is required to accommodate the cable.</p>				
	<p>Excavation not exceeding 1.5m deep, trench size 70 m length, 300mm wide, 600mm deep.</p>				
1.	excavation	m ³	13.		
2.	Keep excavation free of water	Item	01.		
	Carried to Final Summary				
	Excavation				R

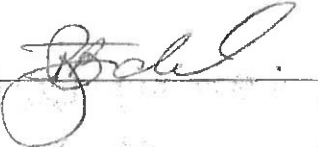
Item no	Description	Unit	Qty.	Rate	Amount
	<u>BILL NO 3</u>				
	ELECTRICAL WORK				
	The Tenderer is referred to the relevant Clauses in then Model Preambles to All Trades and to the Supplementary Preambles which are incorporated at the back of these Bills of Quantities.				
	All equipment, electrical materials or methods of installation shall comply fully with SANS 10142 – 1 as amended				
	Supply, deliver and install:				
1.	25 mm x 4 core armoured cable	m	70.		
	Control system or panel to be mounted on the genset base frame or wall. The panel is equipped as follows: <ul style="list-style-type: none"> • Controller with smartgen automatic transfer switch. • 420 Smartgen electronic controller. • Static battery charger. • Four pole electrically and mechanically interlocked ATS. • Emergency stop 				
2.	Control panel	no.	01.		
3.	Allow for the connection of the generator to the existing distribution board with all relevant accessories	Item	01.		
4.	125 amp circuit breaker	no.	01.		
5.	Testing, certificate of compliance for all electrical work and commissioning	tem	01		
	Carried to Final Summary				
	Electrical Work				R

Item No	Description	Page No	Amount
	<u>FINAL SUMMARY</u>		
1.	Alterations.	09.	
2.	Earthworks	10.	
3.	Electrical work	11.	
CARRIED TO QUATATION FORM			R

The following documents must be returned with the quotation:

- CIDB Registration certificate under 1 EP AND ABOVE
- Valid Tax Clearance

COMPILED BY: C.B. Ngcobo 
 CHIEF WORKS INSPECTOR AT HARRY GWALA HEALTH DISTRICT

CHECKED BY: B.J ZINDELA 

IMPORTANT
THIS FORM IS ONLY TO BE INCLUDED AND COMPLETED WHEN APPLICABLE TO THE QUOTATION.

OFFICIAL BRIEFING SESSION / SITE INSPECTION CERTIFICATE

Site/building/institution involved: **EMS BASE IXOPO.**

Quotation No.: **ZNQ -**

Service: **CONNECTION AND COMMISSINING OF STANDBY GENERATOR TO EMS BASE BUILDING AT EMS BASE IXOPO.**

THIS IS TO CERTIFY THAT..... OF (STATE NAME OF TENDERER)
..... VISITED AND INSPECTED THE SITE
ON (DATE) AND IS THEREFORE FAMILIAR WITH THE
CIRCUMSTANCES AND THE SCOPE OF THE SERVICE TO BE RENDERED.

.....
SIGNATURE OF TENDERER OR AUTHORISED REPRESENTATIVE

DATE :

.....
SIGNATURE OF DEPARTMENTAL REPRESENTATIVE

DEPARTMENTAL STAMP:

DATE :

**health**

Department:
Health
PROVINCE OF KWAZULU-NATAL

Physical address: 111 main road, Ixopo 3276
Tel: 039 834 82800 Fax 039 834 1746 Email:
www.kznhealth.gov.za

CONNECTION AND COMMISSING OF STANDBY GENERATOR TO EMS BASE BUILDING AT EMS BASE IXOPO.

CRITERIA	POINT ALLOCATION	CONTRACTOR POINTS OBTAINED	COMMENTS
One verifiable order of similar work with completion certificate.	10		
Director /shareholder with relevant qualifications in the construction industry or the qualification of the Artisan who is going to execute the job. He / She has to be present on site during construction work	30		
Attach, the letter of good standing	10		
Attach, active CIDB	30		
Locality 0 to100 km = 20 points 101 to 300km 10 points	20		
Total points	100		

Minimum points required is 40

On appointment compliance with the following:

- Submission of site specific health and safety file.
- Covid 19 compliance
- Signing of site hand over certificate.
- Contractors staff to have identifiable workwear.
- Compliance with EPWP requirements.
- Submission of contractors program.
- Penalties will be imposed on defaulting contractors, formula as follows $(0.00275 \times \text{total cost}) = \text{cost per day}$
- Contractors are requested to sign this document.

CONTRACTOR DETAILS

Initials and Surname: _____ 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 bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, 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 bid(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 bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 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.

¹"State" means –

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

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

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 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:
.....
.....
.....

2.7.2 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**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

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

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

2.8 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**

2.8.1 If so, furnish particulars:
.....
.....
.....

2.9 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 bid? **YES / NO**

2.9.1 If so, furnish particulars.

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SECTION M

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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 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.

10. 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.

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Signature

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Date

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Position

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Name of Bidder