



## Quotation Advert

**Opening Date:** 03/02/2023  
**Closing Date:** 10/02/2023  
**Closing Time:** 11:00

### INSTITUTION DETAILS

**Institution Name:** Ladysmith Hospital  
**Province:** KwaZulu-Natal  
**Department of entity:** Department of Health  
**Division or section:** Supply Chain Management  
**Place where goods/  
service is required:** Ladysmith Regional Hospital  
**Date Submitted:** 03/02/2023

### ITEM CATEGORY AND DETAILS

**Quotation number:** LSH 1764/22/23  
**Item Category:** Services  
**Item Description:** Replacement of air conditioners in Clinics  
**Quantity (if supplies):** 10 units

### COMPULSORY BRIEFING SESSION / SITE VISIT

**Select Type:** Compulsory Site Meeting  
**Date:** 08/02/2023  
**Time:** 11h00am  
**Venue:** Workshop

**QUOTES CAN BE COLLECTED FROM:** Downloadable from KZN HEALTH WEBSITE

**QUOTES SHOULD BE DELIVERED TO:** DEPOSIT IN THE TENDER OX SITUATED IN THE  
MAIN SECURITY GATE OR EMAIL: [ladysmith.quotations@kznhealth.gov.za](mailto:ladysmith.quotations@kznhealth.gov.za)  
**ENQUIRIES REGARDING ADVERT MAY BE DIRECTED TO:**

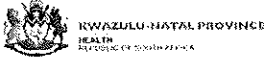
**Name:** Mr. SP Ndlovu

**Email:**

**Contact number:** 036 638 0050

**Finance Manager Name:** Ms. XI Ntuli

**Finance Manage signature:**  \_\_\_\_\_



PARTICULARS OF QUOTATION

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: LADYSMITH REGIONAL HOSPITAL

FACSIMILE NUMBER: \_\_\_\_\_ E-MAIL ADDRESS: ladsmith.quotations@kznhealth.gov.za

PHYSICAL ADDRESS: 36 MALCOLM ROAD, LADYSMITH 3370

QUOTE NUMBER: ZNQ / LSH / 1764 / 22 - 23 VALIDITY PERIOD: 60 DAYS

DATE ADVERTISED: 03/10/2023 CLOSING DATE: 10/10/2023 CLOSING TIME: 11:00

DESCRIPTION: REPLACEMENT OF AIR-CONDITIONERS IN CLINICS

CONTRACT PERIOD (IF APPLICABLE): ONCE OFF

DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS): LADYSMITH REGIONAL HOSPITAL, 36 MALCOLM ROAD, LADYSMITH 3370

ENQUIRIES REGARDING THE QUOTE MAY BE DIRECTED TO: CONTACT PERSON: MR. SP NDLOVU TELEPHONE NUMBER: 036 638 0050 E-MAIL ADDRESS: sbongiseni.ndlovu@kznhealth.gov.za

ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO: CONTACT PERSON: MR. A SOOKHAYEE TELEPHONE NUMBER: 036 638 0267 E-MAIL ADDRESS: anesh.sookhayee@kznhealth.gov.za

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, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

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

NAME OF BIDDER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

POSTAL ADDRESS: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FACSIMILE NUMBER: \_\_\_\_\_

CELLPHONE NUMBER: \_\_\_\_\_ SARS PIN: \_\_\_\_\_

VAT REGISTRATION NUMBER (If VAT vendor): \_\_\_\_\_

CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO.

Table with 12 columns, first four contain 'M', 'A', 'A', 'A', others are empty.

UNIQUE REGISTRATION REFERENCE:

Table with 14 columns for unique registration reference, containing dashes and empty cells.

**OFFICIAL PRICE PAGE FOR QUOTATIONS OVER R2 000.01**

QUOTE NUMBER: ZNQ / LSH / 1764 / 22 . 23

DESCRIPTION: REPLACEMENT OF AIR-CONDITIONERS IN CLINICS +

PREFERENCE POINTS WILL BE ALLOCATED ACCORDING TO THE IMPLEMENTATION OF SPECIFIC GOALS IN TERMS OF PPR 2022:	POINTS ALLOCATED
Promotion of South African owned enterprises	20

ICN NUMBER	QUANTITY	UNIT OF MEASURE	DESCRIPTION	BRAND & MODEL	COUNTRY OF MANUFACTURE	PRICE	
						R	C
	10	UNIT	REPLACEMENT OF AIR-CONDITIONERS IN CLINICS				
			(CIDB GRADING: 1ME)				
			Please submit: TCC & CSD Report not older than 7 days				
VALUE ADDED TAX @ 15% (Only if VAT Vendor)							
TOTAL QUOTATION PRICE (VALIDITY PERIOD 60 Days)							

DOES THIS OFFER COMPLY WITH THE SPECIFICATION? YES / NO  
 IS THE PRICE FIRM? YES / NO  
 DOES THE ARTICLE CONFORM TO THE S.A.N.S. / S.A.B.S. SPECIFICATION? YES / NO

STATE DELIVERY PERIOD (E.G. 3 DAYS, 1 WEEK) \_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_ SIGNATURE OF BIDDER: \_\_\_\_\_  
 [By signing this document, I hereby agree to all terms and conditions]

CAPACITY UNDER WHICH THIS QUOTE IS SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

**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.

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

<sup>1</sup> 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.  
<sup>2</sup> 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

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid/quotation documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

1 Definitions

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. "GCC" means the General Conditions of Contract.
- 1.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. "Project site," where applicable, means the place indicated in bidding documents.
- 1.21. "Purchaser" means the organization purchasing the goods.
- 1.22. "Republic" means the Republic of South Africa.
- 1.23. "SCC" means the Special Conditions of Contract.
- 1.24. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2 Application

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3 General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

**4 Standards**

- 4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

**5 Use of contract documents and information; inspection.**

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

**6 Patent rights**

- 6.1. The supplier shall indemnify 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.

**7 Performance security**

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8 Inspections, tests and analyses**

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

**9 Packing**

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

**10 Delivery and documents**

- 10.1. Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2. Documents to be submitted by the supplier are specified in SCC.

**11 Insurance**

- 11.1. The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

**12 Transportation**

- 12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

**13 Incidental services**

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

**14 Spare parts**

- As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) in the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

**15 Warranty**

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

**16 Payment**

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

**17 Prices**

- 17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

**18 Contract amendments**

- 18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

**19 Assignment**

- 19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

**20 Subcontracts**

- 20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

**21 Delays in the supplier's performance**

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

- 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22 Penalties**
- 22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23 Termination for default**
- 23.1. 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:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. 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. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. 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.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
- 24 Anti-dumping and countervailing duties and rights**
- 24.1. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
- 25 Force Majeure**
- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26 Termination for insolvency**
- 26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27 Settlement of Disputes**
- 27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.





- 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5. Notwithstanding any reference to mediation and/or court proceedings herein,  
(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and  
(b) the purchaser shall pay the supplier any monies due the supplier.
- 28 Limitation of liability**
- 28.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;  
(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and  
(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29 Governing language**
- 29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30 Applicable law**
- 30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31 Notices**
- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32 Taxes and duties**
- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33 National Industrial Participation (NIP) Programme**
- 33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices**
- 34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

**SPECIAL 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 & fulfillment of all obligations conditions devolving on under this agreement, as the Principal (s) liable for the due fulfillment 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.

5.6. 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.

- 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
- (i) testing will be for the account of the bidder.

**7. COMPULSORY SITE INSPECTION / BRIEFING SESSION**

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

(i) The institution has determined that a compulsory site meeting \_\_\_\_\_ take place.

(ii) Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Time: \_\_\_\_\_ : \_\_\_\_\_ Place: \_\_\_\_\_

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

**8. STATEMENT OF SUPPLIES AND SERVICES**

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

**9. SUBMISSION AND COMPLETION OF SBD 6.1**

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

**10. TAX COMPLIANCE REQUIREMENTS**

10.1. In the event that the tax compliance status has failed on CSD, it is the suppliers' responsibility to provide a SARS pin in order for the institution to validate the tax compliance status of the supplier.

10.2. In the event that the institution cannot validate the suppliers' tax clearance on SARS as well as the Central Suppliers Database, the quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.

**11. TAX INVOICE**

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

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

**12. PATENT RIGHTS**

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

**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 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

1. GENERAL CONDITIONS

- 1.1. The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2. The applicable preference point system for this tender is the 80/20 preference point system.

- 1.3. Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
  - (b) Specific Goals.

1.4. The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals	100

1.5. Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

4. DEFINITIONS

- (a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right) \quad \text{OR} \quad Ps = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

80/20 90/10

Where

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

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$Ps = 80 \left( 1 + \frac{Pt - Pmax}{Pmax} \right) \quad \text{OR} \quad Ps = 90 \left( 1 + \frac{Pt - Pmax}{Pmax} \right)$$

80/20 90/10

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

**4. POINTS AWARDED FOR SPECIFIC GOALS**

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender.
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**  
**Note to tenderers: The tenderer must indicate how they claim points for each preference point system.**

The specific goal/s allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system)
Promotion of South African owned enterprises	20	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

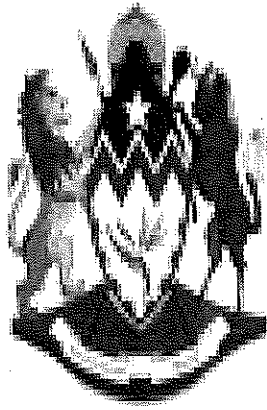
- 4.3. Name of company/firm: \_\_\_\_\_
- 4.4. Company registration number: \_\_\_\_\_
- 4.5. TYPE OF COMPANY/ FIRM [tick applicable box]
- Partnership/Joint Venture / Consortium
  - One-person business/sole propriety
  - Close corporation
  - Public Company
  - Personal Liability Company
  - (Pty) Limited
  - Non-Profit Company
  - State Owned Company

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
  - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
    - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

_____ <b>SIGNATURE(S) OF TENDERER(S)</b>
<b>SURNAME AND NAME:</b> _____
<b>DATE:</b> _____
<b>ADDRESS:</b> _____ _____ _____

## REQUIREMENTS FOR CONTRACTOR

1. To provide proof of work done at other institutions
2. Contractor to have qualified artisan to work on plant and  
Must be able to produce proof of qualification if required
3. CIBD GRADING: [REDACTED] I ME
4. Correct PPE must be worn on site and required tools to do the job
5. IF CONTRACTOR doesn't comply with the above mentioned requirements,  
he or she will be disqualified or (will not be considered for the contract / job)
6. Contractor to start work on site within 7 days of receiving order no, or order  
will be cancelled



health

Department:

Health

PROVINCE OF KWAZULU-NATAL

LSH 1764/22/23

## LADYSMITH REGIONAL HOSPITAL

REPLACEMENT OF AIR-CONDITIONERS IN CLINICS

Closing Date : 10/02/2023  
Contract Period : 4 Weeks  
Closing Time : 11h00am  
Site Inspection Date : 08/02/2023  
Venue & Time : Maintenance Section (LRH) @11h00am  
Contact Person : Mr. SP Ndlovu  
Technical Person : A SOOKHAYEE (036-638 0267)  
Contact Telephone Number : 036-638 0097

DOCUMENTS DELIVERED BY HAND MUST BE DEPOSITED IN THE QUOTATION BOX SITUATED IN:

36 MALCOM ROAD  
LADYSMITH  
3370

THE QUOTATION BOX IS AVAILABLE ON THE  
FOLLOWING DAYS AND TIMES: MONDAYS TO  
FRIDAYS 07:30 - 16:00

**DOCUMENTS POSTED SHALL BE ADDRESSED TO:**

LADYSMITH REGIONAL HOSPITAL  
PRIVATE BAG X 9928  
LADYSMITH, 3370

**NAME OF TENDERER:** \_\_\_\_\_

**CENTRAL SUPPLIER DATABASE REGISTRATION NO.:** \_\_\_\_\_

CENTRAL SUPPLIER DATABASE REGISTRATION CLASSIFICATION :( Tick (✓) applicable block)

VALIDATED SUPPLIER

CENTRAL SUPPLIER  
DATABASE:



PROVINCE OF KWAZULU-NATAL  
DEPARTMENT OF HEALTH  
LADYSMITH REGIONAL HOSPITAL  
REPLACEMENTS TO AIRCONDITIONERS IN VARIOUS CLINICS

PROVINCE OF KWAZULU-  
NATAL  
DEPARTMENT OF HEALTH



Closing Date & Time :  
Contract Period : Four Weeks  
Validity Period : 60 Days  
Technical Contact Person : MR. A.SOOKHAYEE  
Contact Telephone Number : 0835323917  
On Site Inspection :

**DOCUMENTS DELIVERED BY HAND MUST BE DEPOSITED IN THE QUOTATION BOX SITUATED IN:**

THE SECURITY MAIN ENTRANCE 36 MELCOMB ROAD LADYSMITH PROVINCIAL HOSPITAL LADYSMITH	THE QUOTATION BOX IS AVAILABLE ON THE FOLLOWING DAYS AND TIMES: MONDAYS TO FRIDAYS 07h30 – 16h00
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**DOCUMENTS POSTED SHALL BE ADDRESSED TO :**

SUPPLY CHAIN MANAGEMENT:  
LADYSMITH PROVINCIAL HOSPITAL  
PRIVATE BAG X9928  
LADYSMITH  
3370

**N.B.: THE QUOTATION BOX WILL BE CLEARED AT 11H00 ON THE DUE DATE**

**NAME OF TENDERER:** \_\_\_\_\_

**PROVINCIAL SUPPLIERS DATABASE REGISTRATION NO.:** \_\_\_\_\_

PROVINCIAL SUPPLIERS DATABASE REGISTRATION CLASSIFICATION:(Tick (✓) applicable block)

VALIDATED SUPPLIER

PROVISIONAL SUPPLIER:

**NOTICE:**

**PROVISIONALLY REGISTERED COMPANIES:**

LETTER TO BE ATTACHED FROM KWAZULU-NATAL PROVINCIAL TREASURY REFLECTING THE REASON(S) FOR NON ALLOCATION OF FULL REGISTRATION STATUS AND WHAT DOCUMENT(S) AND OR INFORMATION IS STILL OUTSTANDING.  
OUTSTANDING DOCUMENTATION/ INFORMATION MUST ALSO ACCOMPANY THIS OFFER

**QUALIFICATION FOR PREFERENCE POINTS:**

**NB:** IN ORDER TO QUALIFY FOR PREFERENCE POINTS A TENDERER MUST SUBMIT TOGETHER WITH HIS/ HER/ ITS QUOTATION DOCUMENT, A FULLY COMPLETED ZNT 30 FORM (APPLICATION FOR PREFERENCE POINTS FORM) ON THE DUE DATE AND TIME OF QUOTATION, UNLESS A VALID ZNT 30 FORM IS ALREADY IN THE POSSESSION OF THE OFFICE INVITING THIS QUOTATION, WHICH ARE VALID FOR A PERIOD OF SIX MONTHS.

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PART I ZNQ 1 QUOTATION FORMS

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PART II ZNT 30 – APPLICATION FOR PREFERENCE POINTS

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DEPARTMENT OF HEALTH



QUOTATION

**PART I**

## **ZNQ 1 QUOTATION FORMS**

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**DEPARTMENT OF HEALTH: OFFICIAL PRICE QUOTATION  
REQUEST FOR THE SUPPLY OF GOODS/SERVICES :  
LEVEL ZERO OR ONE CONTRACT**



*TENDERER TO NOTE THE FOLLOWING : LEVEL ZERO CONTRACT IS UP TO AN AMOUNT OF R1,000.00 INCL. OF VAT. LEVEL ONE CONTRACT IS FROM R1,000.01 UP TO AN AMOUNT OF R200,000.00 INCL. OF VAT. IF THE QUOTE COMES UNDER R5,000.00 YOUR BUSINESS MAY FAX THE QUOTE TO THE ORGANISATION WHO CALLED FOR IT. IF NOT, EACH QUOTATION MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE ON WHICH THE NAME, ADDRESS OF THE TENDERER, THE QUOTATION NUMBER AND THE CLOSING DATE MUST BE CLEARLY ENDORSED. THE QUOTATION MUST REACH THE DESTINATION NOT LATER THAN THE CLOSING DATE OR DEPOSITED IN THE QUOTATION BOX SITUATED AT THE ORGANISATION. QUOTED PRICES MUST BE IN SOUTH AFRICAN CURRENCY AND INCLUSIVE OF VAT. THIS FORM MUST BE COMPLETED IN DETAIL, SIGNED BY THE TENDERER AND THE SIGNATURE OF WITNESS. FAILURE TO COMPLY WITH THESE REQUIREMENTS MAY RESULT IN THE QUOTE BEING DISREGARDED.*

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<b>NAME OF BUSINESS / DETAILS OF TENDERER:</b>			
COMPANY NAME:			
POSTAL ADDRESS:			
STREET ADDRESS			
PHONE NO		FAX NO.:	
<b>OFFICIAL STAMP OF BUSINESS</b>			
SIGNATURE OF TENDERER:		SIGNATURE OF WITNESS:	
CAPACITY (RANK) IN BUSINESS		DATE:	
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<b>QUOTATION NUMBER</b>	<b>CLOSING DATE AND TIME</b>	<b>VALIDITY PERIOD</b>
	@ 11H00	60 DAYS
Contract Period: EIGHT WEEKS		
<b>QUOTATION AMOUNT/ PRICE INFORMATION</b>		
	NETT PRICE	R
	VAT @ 14%	R
	<b>TOTAL QUOTATION PRICE</b>	R
<b>DOES THE OFFER COMPLY WITH SPECIFICATION? (Mark with an X)</b>		<b>YES</b> <b>NO</b>
IF NOT, FURNISH DETAILS		
<b>TO BE COMPLETED IN RESPECT OF SUPPLIES / EQUIPMENT</b>		
BRAND NAME OF ARTICLE		
COUNTRY OF MANUFACTURE		
DOES ARTICLE CONFORM TO SABS SPECIFICATION?		
HAS IT BEEN INSPECTED BY THE SABS?		
PACKING		
DELIVERY PERIOD AFTER INITIAL ORDER?		
<b>TENDERERS TO NOTE:</b>		
RATES OF EXCHANGE – PLEASE REFER TO PARAGRAPH 15, SPECIAL TERMS AND CONDITIONS.		
<b>DETAILS OF HOSPITAL / INSTITUTION</b>		
LADYSMITH PROVINCIAL HOSPITAL PRIVATE BAG X9928 LADYSMITH 3370		
<b>ENQUIRIES:</b>	MR. A SOOKHAYEE	<b>TELEPHONE:</b> 0835323919

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**SPECIAL INSTRUCTIONS AND NOTICES TO TENDERERS REGARDING  
THE COMPLETION OF QUOTATION FORMS**

PLEASE NOTE THAT THIS **QUOTATION** IS SUBJECT TO THE KWAZULU-NATAL PROCUREMENT ACT, 2001 (ACT NO. 3 OF 2001), KWAZULU-NATAL PROCUREMENT REGULATIONS PROMULGATED IN TERMS OF SECTION 47 OF THE KWAZULU-NATAL PROCUREMENT ACT, AND THE GENERAL CONDITIONS AND PROCEDURES FOR PROCUREMENT (ZNT 6).

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.

1. Under no circumstances whatsoever may the quotation forms be retyped or redrafted. Photocopies of the original quotation documentation may be used, but an original signature must appear on such photocopies.
  2. The tenderer is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
  3. Quotations submitted must be complete in all respects.
  4. Quotations 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. 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 Tenderer, 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 may be rejected as being invalid.
  6. 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 quotations. Where, however, a quotation is received open, it shall be sealed. If it is received without a quotation number on the envelope, it shall be opened, the quotation number ascertained, the envelope sealed and the quotation number written on the envelope.
  7. 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.
  8. No quotation 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.
  9. No quotation submitted by telefax, telegraphic or other electronic means will be considered.
  10. Quotation documents must not be included in packages containing samples. Such quotations may be rejected as being invalid.
  3. Any alteration made by the Tenderer must be initialed.
  12. Use of correcting fluid is prohibited
  13. Quotations will be opened in public as soon as practicable after the closing time of quotation.
  14. Where practical, prices are made public at the time of opening quotation.
4. 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.

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**REGISTRATION ON THE PROVINCIAL SUPPLIERS DATABASE**

1. In terms of the KwaZulu-Natal Procurement Regulations promulgated in terms of Section 47 of the KwaZulu-Natal Procurement Act, all suppliers of goods and services to the Province of KwaZulu-Natal are required to register on the Provincial Suppliers Database.
2. If you wish to apply for registration, forms may be downloaded from the website, <http://www.kzntreasury.gov.za>, or obtained by phoning the toll free number **0800 201 049**. This number is also available for general enquiries relating to Provincial procurement.
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Province may, without prejudice to any other legal rights or remedies it may have :
  - 3.1 De-register the supplier from the Database,
  - 3.2.Cancel a quotation or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favorable quotation is accepted or less favorable arrangements are made.
4. The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Suppliers Database, relating to changed circumstances.

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**CONDITIONS OF QUOTATION**

1. I/We hereby quote to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the KwaZulu-Natal Provincial Administration/Parliament (hereinafter called the "Province") on the terms and conditions and be in accordance with the specifications stipulated in the quotation documents (and which shall be taken as part of and be incorporated into this quotation) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
  
2. I agree that :
  - (a) the offer herein shall remain binding upon me and open for acceptance by the Province during the validity period indicated and calculated from the closing time of the quotation;
  
  - (b) this quotation and its acceptance shall be subject to the KwaZulu-Natal Procurement Act, 2001, the Procurement Regulations promulgated in terms of section 47 of the aforementioned Act and the terms and conditions contained in the KwaZulu-Natal General Conditions and Procedures for procurement (ZNT 6), with which I am fully acquainted ;

If I withdraw my quotation within the period for which I have agreed that the quotation shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the Province may, without prejudice to its other rights, agree to the withdrawal of my quotation or cancel the contract that may have been entered into between me and the Province. I will then pay to the Province any additional expenses incurred by the Province having either to accept any less favourable quotation or, if fresh quotations have to be invited, the additional expenditure incurred by the invitation of fresh quotations and by the subsequent acceptance of any less favourable quotation. The Province shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other quotation or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfillment of this or any other quotation or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Province may sustain by reason of my default;

(d)if my quotation is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;the law of the Republic of South Africa shall govern the contract created by the acceptance of my quotation and I choose *domicilium citandi et executandi* in the Republic at (full physical address) :

.....  
.....  
.....

3. I furthermore confirm that I have satisfied myself as to the correctness and validity of my quotation : that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.
  
4. I hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfillment of this contract.
  
5. I agree that any action arising from this contract may in all respects be instituted against me and I hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me as a result of such action.

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6. HAS THE "DECLARATION OF INTEREST" FORM BEEN DULY COMPLETED AND INCLUDED WITH THE OTHER QUOTATION FORMS?

YES

NO

7. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORISED TO DO SO ON BEHALF OF THE TENDERER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED AND ACKNOWLEDGE THAT :

- a).The tenderer will furnish documentary proof regarding any quoting issue to the satisfaction of the Province, if requested to do so.
- b). If the information supplied is found to be incorrect and/or false then the Province, in addition to any remedies it may have, may :-
- c).Recover from the contractor all costs, losses or damages incurred or sustained by the Province as a result of the award of the contract, and/or
- d).Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation.

SIGNED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_\_ AT \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF TENDERER OR DULY  
AUTHORISED REPRESENTATIVE

\_\_\_\_\_  
NAME IN BLOCK LETTERS

ON BEHALF OF (TENDERER'S NAME) \_\_\_\_\_

CAPACITY OF SIGNATORY \_\_\_\_\_

NAME OF CONTACT PERSON (IN BLOCK LETTERS, PLEASE) \_\_\_\_\_

POSTAL ADDRESS \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

CELLULAR PHONE NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_



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**DECLARATION OF GOOD STANDING REGARDING TAX**

IT IS A CONDITION OF QUOTATION THAT –

1. The taxes of the successful tenderer MUST be in order, or that suitable arrangements have been made with the Receiver of Revenue to satisfy them.
  2. This form, Application for Tax Clearance Certificate (in respect of quotations), MUST be completed by the tenderer in all respects and submitted to the Receiver of Revenue where the tenderer is registered for income tax purposes. That Receiver of Revenue will then furnish the tenderer with a Tax Clearance Certificate that will be valid for 6 months from date of issue. The Tax Clearance Certificate must be submitted in the original with the quotation, that is before the closing time and date of the quotation. Failure to submit an original and valid Tax Clearance Certificate WILL invalidate your quotation, unless a valid original Tax Clearance Certificate is already in the possession of the office inviting this quotation.
5. Each party to a Consortium/Sub-contractor must complete a separate Tax Clearance Certificate. Copies of the application for Tax Clearance Certificate are available at any Receiver's Office.

**CIDB REGISTRATION**

IT IS A CONDITION THAT –

The successful tenderer is registered with the CIDB. A copy of the CIDB Certificate of Contractor Registration must be submitted together with the quotation document.  
CIDB GRADING 1ME

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**DECLARATION TO BE MADE BY TENDERER**

(This form is to be detached and submitted to the SARS for issuing of a Tax Clearance Certificate)

<b>SOUTH AFRICAN REVENUE SERVICE</b>	
<b>DECLARATION OF GOOD STANDING REGARDING TAX</b>	
<b>PARTICULARS</b>	
1. NAME OF TAXPAYER/TENDERER:	
2. TRADE NAME	
3. IDENTIFICATION NO: <i>(if applicable)</i>	
4. COMPANY/CLOSE CORPORATION REGISTRATION NO:	
5. INCOME TAX REFERENCE NO:	
6. VAT REGISTRATION NO:	
7. PAYE EMPLOYER'S REGISTRATION NO:	
8. PAYE EMPLOYER'S REGISTRATION NO : <i>(if applicable)</i>	
NAME :	
TELEPHONE NUMBER :	
ADDRESS :	
DATE :	

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**DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the Province, or persons who act on behalf of the Province or persons having a kinship with persons employed by the Province, including a blood relationship, may make an offer or offers in terms of this quotation invitation. In view of the possible allegations of favouritism, should the resulting quotation, or part thereof, be awarded to persons employed by the Province, or to persons who act on behalf of the Province, or to persons connected with or related to them, it is required that the TENDERER or his/her/their authorized representative shall declare his/her/their position vis-B-vis the evaluating authority and/or take an oath declaring his/her/their interest, where

1.1 the tenderer is employed by the Province or acts on behalf of the Province; and/or

1.2 the legal person on whose behalf the quotation document is signed, has a relationship with a person/persons who are involved with the evaluation of the quotation(s), or where it is known that such a relationship exists between the person or persons for whom or on whose behalf the declarant acts and persons who are involved with the evaluation of the quotation.

IN ORDER TO GIVE EFFECT TO THE ABOVE, THE FOLLOWING QUESTIONNAIRE SHALL BE COMPLETED AND SUBMITTED WITH THE QUOTATION:

2. Are you or any person connected with the quotation employed by the Province?  YES  NO

2.1 If "YES", state particulars : .....

3. Do you or any person connected with the quotation, have a relationship (family, friend, other) with a person employed by the Province, concerned with the Central Procurement Committee or the Procurement Administration Office and who may be involved with the evaluation or adjudication of this quotation?

YES  NO

3.1 If "YES", state particulars : .....

5. Are you or any person connected with the quotation aware of any relationship (family, friend, other) between another tenderer and any person employed by the Province, concerned with the Central Procurement Committee or the Procurement Administration Office, who may be involved with the evaluation or adjudication of this quotation?  YES  NO

4.1 If "YES", state particulars : .....

.....  
**SIGNATURE OF DECLARANT**                      **QUOTATION NUMBER**                      **DATE**

.....  
**POSITION OF DECLARANT**                      **NAME OF TENDERER**

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**AUTHORITY TO SIGN A QUOTATION**

**A. COMPANIES**

If a Tenderer is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this quotation to do so, as well as to sign any contract resulting from this quotation and any other documents and correspondence in connection with this quotation and/or contract on behalf of the company must be submitted with this quotation, that is before the closing time and date of quotation.

**AUTHORITY BY BOARD OF DIRECTORS**

Resolution passed by the Board of Directors on .....20....., Mr/ Ms  
..... (whose signature appears below) has been duly authorised to sign all  
documents in connection with quotation/ contract on behalf of (Name of Company)  
.....

**SIGNED ON BEHALF OF COMPANY:** .....

**IN HIS/HER CAPACITY AS:** .....

**SIGNATURE OF SIGNATORY:** ..... **DATE:** .....

**WITNESSES:**           1       .....

                                  2       .....

**B. PARTNERSHIP**

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
.....	.....	.....
.....	.....	.....

We, the undersigned partners in the business trading  
as..... hereby  
authorise..... to sign this quotation as well as any  
contract resulting from the quotation and any other documents and correspondence in connection  
with this quotation and /or contract on behalf of .....

.....  
**SIGNATURE**

.....  
**SIGNATURE**

.....  
**SIGNATURE**

.....  
**DATE**

.....  
**DATE**

.....  
**DATE**

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**C. SOLE PROPRIETOR (ONE - MAN BUSINESS)**

I, the undersigned..... hereby confirm that I am the sole owner of the business trading as .....

.....  
**SIGNATURE**

.....  
**DATE**

**D. CLOSE CORPORATION**

In the case of a close corporation submitting a quotation, a certified copy of the Founding Statement of such corporation shall be included with the quotation, together with the resolution by its members authoring a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on ..... 20..... at .....  
Mr./ Ms. ...., whose signature appears below, has been authorised to sign all documents in connection with this quotation on behalf of (Name of close corporation) .....

**SIGNED ON BEHALF OF CLOSE CORPORATION**

.....

**IN HIS/HER CAPACITY AS:**.....

**DATE:** .....

**SIGNATURE OF SIGNATORY:**.....

**WITNESSES:**        1        .....

                             2        .....

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## PROJECT SPECIFICATIONS

1. *NOTES TO TENDERERS*

1.1. SCOPE OF CONTRACT

This Contract is for the REPAIRS TO AIRCONDITIONER IN VARIOUS DEPARTMENTS IN HOSPITAL

1.2. CONTRACT DRAWINGS

This quotation document is to be read in conjunction with the drawings listed below which are issued together with this document.

Drawing Nos.: NIL

These drawings may be updated from time to time during the course of the Contract, and the Contractor must ensure at the time of the installation that he has the latest copy of all drawings. No claim will be considered for work, which requires to be changed due to the use of outdated drawings.

1.3. CONDITIONS OF CONTRACT AND PRELIMINARIES

1.3.1 PERIOD OF CONTRACT

**6 Weeks** as the Contract Period for the completion of the Structural Work from date of Site handover.

*All Tenderers to Note that the Electrical/ Mechanical Work shall run concurrently with the Structural contract.*

1.3.2 CONTRACT GUARANTEE:

The successful Tenderer will **NOT** be required to submit a contract guarantee.

1.3.3 GUARANTEE PERIOD

The guarantee period for the *Structural Work* and all materials must be for a minimum of **3 MONTHS** from the date of first delivery.

The guarantee period for *Electrical and Mechanical Installations* shall be for a minimum of **6 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 Institution.

The Contractor is advised that the existing premises will be occupied throughout the period of the contract.

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

The repairs must be to the satisfaction of the KwaZulu- Natal Department of Health.

**NB:** *Tenderers 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.*

*The Building Contractor to note that an independently appointed Electrical Contractor will be working in conjunction with him in the completion of this service. Making good surfaces with regards to re-routing of services by the Electrical Contractor may have to be carried out by the builder.*

**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, the South African Bureau of Standards Code of Practice for the Wiring of Premises 0142-1 and the Occupational Health and Safety Act 85 of 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.

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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.

**3. SCOPE OF WORKS.**

The work to be carried out under this contract includes the supply of all materials, equipment, labour and

travelling and shall include REPLACEMENTS TO AIRCONDITIONERS IN VARIOUS CLINICS as indicated in the heading and bill of quantities in the Ladysmith Regional Hospital required and to the Satisfaction of the Secretary for Health: KwaZulu-Natal.

- Contractor to repair 10 air conditioners in various departments
- List of air conditioner on BOQ
- Please leave area worked in clean and neat
- Remove all rubble







2	THOULOSIZO CLINIC CONSULTING ROOM 1 RECEPTION		12000BTU 18000BTU
4	STEADVILLE CLINIC CONSULTING ROOM 1 CONSULTING ROOM 2 CONSULTING ROOM 3 KITCHEN		12000 BTU 12000BTU 12000BTU 12000BTU
1	MATIWANESKOP CLINIC CONSULTING ROOM 6		12000 BTU
2	LIMITHILL CLINIC CONSULTING ROOM 1 WATING AREA		12000 BTU 12000 BTU
1	WATERMEET CLINIC FACLITY MANAGER		12000 BTU