



Quotation Advert

Opening Date: 21/11/2023
Closing Date: 27/11/2023
Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: Hlengisizwe CHC
Province: KwaZulu-Natal
Department of entity: Department of Health
Division or section: Central Supply Chain Management
**Place where goods/
service is required:** **HLENGISIZWE CHC**
Date Submitted: 21/11/2023

ITEM CATEGORY AND DETAILS

Quotation number: ZNQ HLE 251/23/24
Item Category: Services
Item Description: **SUPPLY AND INSTALL AIR-CONS AT CONSULTING
ROOMS**
Quantity (if supplies): 06

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Compulsory Site Meeting
Date: 23/11/2023
Time: 09:00
Venue: **HLENGISIZWE CHC**

QUOTES CAN BE COLLECTED FROM: DOWNLOADED

QUOTES SHOULD BE DELIVERED TO: HLENGISIZWE CHC TENDER BOX

ENQUIRIES REGARDING ADVERT MAY BE DIRECTED TO:

Name: M DLAMINI

Email: Musawenkosi.Dlamini@kznhealth.gov.za

Contact number: 0731 774 0080

Finance Manager Name: MP KHUMALO

Finance Manager Signature: 



PARTICULARS OF QUOTATION

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: HLENGISIZWE CHC

FACSIMILE NUMBER: _____ E-MAIL ADDRESS: Musawenkosi.Dlamini@kznhealth.gov.za

PHYSICAL ADDRESS: HLENGISIZWE CHC UNIT 6 ROAD, MPUMALANGA TOWNSHIP

QUOTE NUMBER: ZNQ / --- / 251 123-24 VALIDITY PERIOD: 90 DAYS

DATE ADVERTISED: ~~20~~ 21 / 11 / 2023 CLOSING DATE: ~~20~~ 21 / 11 / 2023 CLOSING TIME: 11:00

DESCRIPTION: SUPPLY AND INSTALL AIR-CONS AT CONSULTING ROOMS

CONTRACT PERIOD (IF APPLICABLE): _____

DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS):

HLENGISIZWE CHC UNIT 6 SIBISI ROAD, MPUMALANGA TOWNSHIP 3699

ENQUIRIES REGARDING THE QUOTE MAY BE DIRECTED TO:

CONTACT PERSON: MR M DLAMINI TELEPHONE NUMBER: 031-774 0080
E-MAIL ADDRESS: Musawenkosi.Dlamini@kznhealth.gov.za

ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

CONTACT PERSON: MR G NGUBENI TELEPHONE NUMBER: 031-774 088f
E-MAIL ADDRESS: _____

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.

M	A	A	A						
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UNIQUE REGISTRATION REFERENCE:

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OFFICIAL PRICE PAGE FOR QUOTATIONS OVER R2 000.01

QUOTE NUMBER: ZNQ / --- 1251 123 .24

DESCRIPTION: SUPPLY AND INSTALL AIR-CONS AT CONSULTING ROOMS

PREFERENCE POINTS WILL BE ALLOCATED ACCORDING TO THE IMPLEMENTATION OF SPECIFIC GOALS IN TERMS OF PPR 2022:	POINTS ALLOCATED
Promotion of Enterprise located in a Catchement area of the Institution For to be done.	20

ICN NUMBER	QUANTITY	UNIT OF MEASURE	DESCRIPTION	BRAND & MODEL	COUNTRY OF MANUFACTURE	PRICE	
						R	C
	06		SUPPLY AND INSTALL AIR-CONS AT CONSULTING ROOMS.				
			SPECIFICATION ATTACHED				
VALUE ADDED TAX @ 15% (Only if VAT Vendor)							
TOTAL QUOTATION PRICE (VALIDITY PERIOD 90 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 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

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

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:
- 14.1.
- (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 contracts 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 & fulfilment of all obligations conditions devolving on under this agreement, as the Principal (s) liable for the due fulfilment of this contract.
- 3.8. This quotation will be evaluated based on the 80/20 points system, specification, correctness of information and/or functionality criteria. All required documentation must be completed in full and submitted.
- 3.9. Offers must comply strictly with the specification.
- 3.10. Only offers that meet or are greater than the specification will be considered.
- 3.11. Late offers will not be considered.
- 3.12. Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.
- 3.13. Used/ second-hand products will not be accepted.
- 3.14. A bidder not registered on the Central Suppliers Database or whose verification has failed will not be considered.
- 3.15. All delivery costs must be included in the quoted price for delivery at the prescribed destination.
- 3.16. Only firm prices will be accepted. Such prices must remain firm for the contract period. Non-firm prices (including rates of exchange variations) will not be considered.
- 3.17. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.18. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered.
- 3.19. Verification will be conducted to identify if bidders have multiple companies and are cover-quoting for this bid.
- 3.20. In such instances, the Department reserves the right to immediately disqualify such bidders as cover-quoting is an offence that represents both corruption and acquisition fraud.

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

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

5. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS

- 5.1. Quotation shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in 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 the name and address of the bidder, the quotation number and closing date indicated on the envelope. The envelope shall not contain document 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 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 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 or 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 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 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 will not take place.

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

Institution Stamp:	Institution Site Inspection / briefing session Official: Full Name: _____ Signature: _____ Date: _____
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8. STATEMENT OF SUPPLIES AND SERVICES

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

9. SUBMISSION AND COMPLETION OF SBD 6.1

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

10. TAX COMPLIANCE REQUIREMENTS

- 10.1. In the event that the tax compliance status has failed on CSD, it is the suppliers' responsibility to provide a SARS pin in order for the institution to validate the tax compliance status of the supplier.
- 10.2. In the event that the institution cannot validate the suppliers' tax clearance on SARS as well as the Central Suppliers Database, the quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.

11. TAX INVOICE

- 11.1. A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:
 - (i) the name, address and registration number of the supplier;
 - (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.

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:
- 14.1.
- (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.



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.

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:

$$\begin{matrix} \text{80/20} & & \text{90/10} \\ \mathbf{P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)} & \text{OR} & \mathbf{P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)} \end{matrix}$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = 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:

$$\begin{matrix} \text{80/20} & & \text{90/10} \\ \mathbf{P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)} & \text{OR} & \mathbf{P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)} \end{matrix}$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = 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)
-----	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.

_____ SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME: _____
DATE: _____
ADDRESS: _____ _____ _____



KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

DIRECTORATE: HLENGISIZWE CHC

Unit 6 Sibisi road
Hammersdale 3699
Tel: 031 774 0080
Email: thembinkosi.ngubeni@kznhealth.gov.za

Maintenance services

DEPARTMENT OF HEALTH

PROVINCE OF KWAZULU-NATAL

PROJECT DISCRIPTION

Installation of new Air conditioners For Hlengisizwe CHC
(Drilling, piping, ducting, bracket, trunking, electric cables, etc.)

CONTRACT PERIOD: ONE (14) Days

REQUIRED CIDB GRADING: 1 ME

Promotion of Enterprises Located in a Catchment area of the Institution for Work to be done /Service to be rendered in that Catchment Area.

QUOTATION DOCUMENT DEPARTMENT OF HEALTH

HLENGISIZWE CHC

Project Leader: MR.T.G NGUBENI

Telephone No: 031 774 0080 / 1030 / 1032

Email: thembinkosi.ngubeni@kznhealth.gov.za

Installation of new Air conditioners for Hlengisizwe CHC ZNQ:.....Bidders Signature.....1

MINUTES OF SITE MEETING HELD ON:

Date: _____

Venue: _____

1. Matter Discussed:

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

I, fromdo	
(Print Name)	(Name of Business)
Hereby acknowledge that I have read and understand the items discussed as laid out above and will ensure that the quotation price submitted will address all the requirements as stipulated.	
..... / /
Signature	Date

2. General matters during site visit:

2.1. _____

2.2. _____

2.3. _____

2.4. _____

2.5. _____

2.6. _____

2.7. _____

2.8. _____

2.9. _____

2.10. _____



**CERTIFICATE OF BIDDERS ATTENDANCE AT COMPULSORY
SITE INSPECTION BRIEFING MEETING**

QUOTATION NO.	DESCRIPTION	SITE INSPECTION DATE
ZNQ:	Installation of air conditioners for Hlengisizwe CHC	

This is to certify that I _____

A representative of (Bidder) _____

of Address: _____

Telephone No: _____

Telefax No.: _____

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

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

Hlengisizwe CHC

BIDDERS REPRESENTATIVE _____

DEPARTMENT REPRESENTATIVE _____

DEPARTMENTAL STAMP:

ENQUIRIES:..... REF:.....

CLOSING DATE:.....

CONTRACTOR: _____

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

HAND DELIVERED	
Baphumile Clinic	To be Placed in the Quotation Box

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

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

DOCUMENTATION TO BE SUBMITTED

No.	Document Details	Doc. Type	Submitted	
			Yes	No
1.	CIDB Registration 1ME & above	Certified Copy of Original		
2.	B-BBEE Status Verification Certificate	Certified Copy of Original		
3.	Fully Completed and Signed Quotation Document	Original		
4.	SBD 4 Document Declaration Of Interest (Fully completed and signed)	Original		
5.	Bill of Quantities (fully priced for each item as listed)	Original		
6.	Registration with Department of Labour Letter of Good Standing.	Certified Copy of Original		
7.	Certificates of qualified personnel when successful (refrigerant technician – Trade tested).registration with South African Qualification and Certification Committee (SAQCC Gas)	Certified Copy of Original		
8.	Safety plan to be submitted by successful bidder (approved by Hlengisizwe CHC Health and safety officer) <i>when successful /after receiving order/before site handing over</i>	Original		
9.	The contractor to submit 1 projects of similar nature completed over the 2 two years with traceable references. (Proof of completion certificate attached).	Certified Copy of Original		

PLEASE NOTE:

FAILURE TO SUBMIT ANY OF THE DOCUMENTS AS REQUIRED IN THE TABLE ABOVE WILL RESULT IN THE OFFER BEING REGARDED AS NON-RESPONSIVE.

1. **NOTES TO BIDDERS**

1.1 **GENERAL CONDITIONS AND PROCEDURES FOR PROCUREMENT**

The KwaZulu-Natal Treasury's General Conditions and Procedures for Procurement (ZNT 6 – September 2002), copies of which are available from the offices of the Head: Works (as well as at <http://www.kzntreasury.gov.za>), will apply.

1.2 **VISIT TO SITE**

Bidders are advised to visit the site before quoting in order to satisfy themselves as to the nature and full extent of the work to be done and the conditions generally affecting the execution of the contract. Claims on the grounds of lack of knowledge in such respects or otherwise will not be entertained.

1.3 **SUPERVISION**

The work shall at all times, for the duration of the contract, be carried out under the supervision of a skilled and competent representative of the contractor, who will be able and authorized to receive and carry out instructions on behalf of the contractor. A sufficient number of workers shall be employed at all times to ensure satisfactory progress of the work.

1.4 **PROTECTING AND MAKING GOOD**

The contractor shall allow for covering up and protecting, as necessary, from time to time, throughout the performance of the contract, all work liable to suffer damage and on completion clear away and make good any damage caused to the works by his negligence and shall be liable for all costs incurred in making good any such damage, to the satisfaction of the Head: Works.

The contractor shall allow for making good in all surrounding trades, which have been disturbed during alterations, repairs and renovations.

1.5 **RECLAIMABLE MATERIAL**

Reclaimable material will become the property of the contractor and who must allow for any credit in the quotation.

1.6 **COMPLIANCE**

All work must comply with the Local Authority regulations and National Building Regulations, as well as SABS specifications applicable to the work to be executed.

1.7 **LEAVE PERFECT**

The contractor shall at all times keep the site in a clean and tidy condition and on completion, remove all superfluous materials, debris, etc. and leave the premises in a thoroughly clean and perfect state, fit for occupation.

1.8 **ARRANGEMENT WITH OCCUPANTS**

The contractor shall arrange with the occupants of the buildings for access to the site/building to render the service and put the work in hand within twenty four (24) hours after being notified, telephonically or otherwise, of acceptance of the contractor's quotation.

1.9 **PRECAUTIONS TO PROTECT**

The contractor shall take all necessary precautions and steps to protect furniture and fittings in the building and on the site against damage and/or contamination.

1.10 **INDEMNITIES**

- (a) The contractor shall indemnify the Head: Works against any claims of whatever nature arising from the contractor's activities and accept responsibility for all damage caused to property and persons as a result of such activities.
- (b) The contractor shall indemnify his workers in terms of the Compensation for Occupational Injuries and Diseases Act.

1.11 OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993

By the submission of a quotation, any Tenderer will, if awarded the contract to which this quotation document relates, be deemed to be a mandatory as envisaged by Section 37(2) of the Act. As a mandatory the successful Tenderer will be deemed to be an employer in his/her/their own right with duties as prescribed in the Act and accordingly will be deemed to have agreed to be solely responsible for ensuring that in connection with the project to which this quotation document relates, all work will be performed and machinery and plant used in accordance with the Act. Should the successful Tenderer, for whatever reason be unable to perform as required by the Act, the successful Tenderer undertakes to inform the Employer accordingly.

1.12 ESCALATION

Bidders are advised that the contract with the successful tenderer will not be subject to the Contract Price Adjustment Provisions (CPAP) or any other escalation formula, and they are therefore to allow for any increases in the costs of labor, material, transport, etc. However, any statutory increase or decrease in Value-Added Tax will be for the account of the Province.

1.13 GUARANTEE

The successful tenderer shall guarantee that no faulty material or workmanship was used in the execution of services. Should the guarantee not be complied with, the State may, without prejudice to any other rights it may have, demand that the services be repaired without cost to the State.

1.14 PENALTIES

If the contractor fails to render the service within the period stipulated in the contract, the State shall have the right, in its sole discretion either to deduct as a penalty from the value of the contract sum an amount of one-fourteenth percent thereof per calendar day for the period of delay or to claim any damages or loss suffered in lieu of such penalty: provided that where beneficial use of the completed portion is enjoyed, penalty shall be applied to the value of the outstanding portion only.

1.15 ALTERATIONS TO QUOTATION DOCUMENTS

Any amendment or correction in the quotation document of a quoted amount/sum/rate or other entry must be effected only by deleting the incorrect entry and writing the correct amount/sum/rate entry just above it in **INK**. Each and every amendment/correction must be initialed by the signatory to the quotation.

The use of "TIPPEX" or any other similar substances to make corrections and/or alterations **ANYWHERE** in the quotation is **NOT** permitted and any quotation altered/amended in such a manner may be declared invalid or be disregarded.

1.16 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 tender 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 Provincial Suppliers Database, relating to changed circumstances.

1.17 VALIDITY

This quotation shall be valid for a period of sixty (60) calendar days calculated from the closing time specified.

1.18 CONTRACT PERIOD

The work shall be completed within **fourteen days (14)** from the date of the official order/letter of acceptance.

1.19 PROPRIETARY MATERIALS

Where the term "or other approved" is used in connection with proprietary materials or articles it is to be understood that approval shall at the sole discretion of the Head: Works.

Where brand or trade names are referred to in the extent of work/specification these shall indicate the quality and type of material or fitting required and no substitution of materials so specified will be permitted unless the authority of the Head: Works has been obtained *before tenders close*.

In all cases where the contractor takes delivery of, handles, stores, uses, applies and/or fixes any proprietary product he shall do so in strict accordance with the manufacturer's instructions after consultation with the manufacturer or his duly authorized representative.

1.20 DEFINITION OF APPROVED, ETC.

The term "approved" or "specified" where used in these extent of work/specifications shall mean approved or specified by the Head: Works. This term shall apply equally to the Head: Health.



HEALTH AND SAFETY SPECIFICATION

OCCUPATIONAL HEALTH AND SAFETY ACT 85 OF 1993

EXTRACT FROM THE CONSTRUCTION REGULATIONS

1. **Scope:** This specification details the health and safety requirement with the Works.
2. **Interpretations :** Construction work is defined as: any work in connection with: -
 - a) The erection, maintenance, alteration, repair, demolition or dismantling of or addition to a building or any similar structure;
 - b) The installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling; or
 - c) The moving of earth, clearing of land, the making of an excavation, piling or any similar type of work.
3. **General:** The Employer will take reasonable steps to ensure that the contractor's health and safety plan is implemented and maintained. The steps taken will include periodic audits at intervals of at least once every month.

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

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

4. General Requirements

- 4.1. **First Aid Equipment:** The Contractor shall provide for its employees an approved first aid box. The first aid box to be checked weekly by a responsible person, who shall be appointed by the Contractor.
- 4.2. **Reporting of incidents and /or injuries:**
 - 4.2.1. All incidents in respect of damage to Works, property or machinery or injury to persons, shall be reported by the Contractors Safety Officer or Site Representative to the Representative/agent by the quickest means possible.
 - 4.2.2. A mandatory incident report form, containing full details of the incident, shall be

completed and submitted to the representative/agent within (24) hours of the occurrence of the incident.

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

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

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

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

a) **Hard Hats:**

All employees of the Contractor shall wear hard hats in areas where appropriate hazard notices are displayed. Hard hats shall not be painted or otherwise defaced.

b) **Eye Protection:**

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

c) **Hearing Protection:**

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

d) **Foot Wear:**

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

e) **Gloves:**

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

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

4.7. Ladders:

4.7.1. Every ladder shall be:

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

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

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

4.8. Scaffold Framework:

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

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

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

4.10. Electrical Equipment and Procedures Used by the Contractor:

4.10.1. All electrical equipment to be inspected regularly by a qualified electrician, who shall be appointed by the Contractor and inspections to be logged.

4.10.2. The Contractor shall ensure that all his electrical equipment conforms to the operational and safety requirements.

4.10.3. All earth leakage units shall be tested at intervals of not more than one month and signed for by a qualified electrician.

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



TECHNICAL SPECIFICATION

1. GENERAL

- 1.1. This TECHNICAL SPECIFICATION shall be read in conjunction with all other sections of the SPECIFICATION, including the National Building Regulations SABS 0400 of 1990 as amended and the Occupational Health and Safety Act and Regulations, 85 of 1993.
- 1.2. Cognisance shall be taken of the clauses relevant to this particular installation, whether any specific clauses are referred to or not.

2. SCOPE

- 2.1. The work to be carried out under this contract includes the supply, delivery, installation, connecting, testing and leaving in good service condition to the satisfaction of the Head of Department or his or her designee, the building maintenance, renovations, repairs and minor new works to KwaZulu-Natal Health Institutions as specified by the Head of Department or his or her designee.
- 2.2. Work to be done as per drawing.
- 2.3. Material as specified below.
- 2.4. Work to be done according to Standard preambles of Trade of the Department of Health.
- 2.5. No jack hammers to be used unless cleared by Maintenance Manager.
- 2.6. If unsure please contact Maintenance Manager before commencing with the work.
- 2.7. No cutting off cables (electrical or network) if not cleared by Maintenance Manager. Contractor will be responsible if any cables are cut without permission.

3. REFERENCES

- 3.1. Where references have been made to specific brand names, these are read as "**OR OTHER APPROVED BY DEPARTMENT OF HEALTH, FACILITIES MANAGEMENT.**"

4. SPECIFICATION: Installation of air Conditioners for Hlengisizwe CHC.

- 4.1 These works are to be carried out in accordance with the KwaZulu-Natal Department of Works Standard Specification for Air conditioning and Ventilation Installations M_ACV, Issue 1, 1998.
- 4.2 All electrical work is to be carried out in accordance with the Department of Public Works and Land Affairs Standard Specification for the Electrical Equipment and Installation for Mechanical Services Issue VIII, December 1984.
- 4.3 All low voltage switchgear and control gear assemblies are to comply to SABS 1473 Part 1 - 1989 / IEC 439 - 1 1985.
- 4.4 All building works shall be in accordance with the Standard Preambles to All Trades.
- 4.5 The contractor should fully familiarize himself with these documents prior to quoting.
- 4.6 An Electrical Certificate of Compliance, in accordance with the OHS Act, will be required for all Electrical Works.

5. SCOPE OF WORKS

These works consist of:

- 5.2.1 The supply, delivery, install and commission **mid wall Split** type air-conditioning units **4 x of 12000 Btu's** minimum cooling capacity with reverse cycle heating in rooms Allow for inter-connecting power cables and trunking.
- 5.2.3 Positioning of above air-conditioning units shall be indicated on site
- 5.2.4 Commission and hand over in complete working order.

5.3 THE SITE

The site is at Hlengisizwe CHC EThekwini District

PROGRAM OF WORKS

The Offices are to remain in operation during these works, contractors are to plan, and allow for, the works to be performed so as to cause minimum disruption to services and or inconvenience to staff.

5.4 INSTALLATION DETAILS

Mid wall mounted split type air-conditioning units:

Supply and install mid wall, reverse cycle, split type air-conditioning unit, of the "Samsung" or similar and other approved by the Department of Health mid wall mounted type, mounted at high level with built in no-volt circuitry requiring manual re-set. The units shall be self-contained and set to deliver air that is filtered, dehumidified, heated and cooled. The evaporator / blower coil unit shall be mounted at high level just below 100mm minimum from the ceiling and the condensing units mounted in the position indicated on site on the external wall.

The rates shall allow for inter-connecting refrigerant pipe work and cables. The Tenderer shall supply and install Weatherproof isolators enclosures at high level adjacent to the condensing units.

Power supply: The units shall be single phase – 220 -240V volt – 50Hz.

The air handling/evaporator section shall be of the slim line three speed fan type and be securely fixed to the wall with loose type "Rawl" bolts including drilling mortices in brickwork or concrete. The air shall discharge from the front of the unit and the airflow grille shall be adjustable so that the air stream may be directed as required.

If available controls shall be hard wired to evaporator unit, otherwise remote controls shall be contained in a pouch mounted adjacent to the air handling unit 1500 mm from floor level and screwed to and including plugs in the wall.

Condensing and air-handling units.

The condenser section, of the split type air-conditioning unit, shall be mounted on and including the manufacturer's standard galvanized support brackets "Rawl" bolted to the external wall, in the position which shall be indicated on site, by means of loose bolt type "Rawl" bolts, including drilling mortises in brickwork or concrete. Plastic wall plugs with screws will not be acceptable. The unit shall be installed 2000 mm above ground level. (Final height shall be verified on site). The unit shall be wired directly into the weatherproof isolator, which shall be provided on the external wall adjacent to the condensing unit by others.

All visible interconnecting refrigerant piping and cables, between evaporator and condenser, within the building shall be run in suitably sized PVC trucking. All exposed interconnecting refrigerant piping, condensate drain piping and cables outside the building shall be run in suitably sized galvanized sheet metal trunking painted to match the outside walls. After and below the condensing unit the condensate from the evaporator and condensing unit, shall be piped in PVC piping saddled to the wall and terminate at ground level into the concrete surface drain, rain water down-pipe or gully.

All bolts and washers used for these purposes shall be either stainless steel or nickel coated mild steel. Cadmium coated fixings are unacceptable.

The condenser shall consist of a hermetically sealed compressor, condenser coil, condenser fan and motor. A suitable liquid line dryer shall be provided either as part of the condensing unit or as a separately supplied and installed unit.

The inside air handling section shall consist of an evaporator coil, corrosion resistant condensate drip tray, supply air fans, fan scrolls, fan motor, controls and efficient filters. The supply air louvre shall be of the adjustable range type with manual and automated air flow direction control, with horizontal and downward air sweep discharge as standard.

The condensing section and the air handling section shall each be housed in heavy gauge, easily detachable attractive steel or PVC casings.

All parts of the chassis and cabinets shall be suitably treated against corrosion and the exterior of the casings shall be finished in high quality stove enamel if metal. The casings shall be thermally and acoustically insulated, and be easily removable to allow access to all components.

Prior to the air-conditioning unit being delivered to site, the steel casing and the chassis of the condenser section shall be further treated with an anti-corrosive coating on interior and exterior surfaces.

Evaporator Coil

The evaporator coils shall consist of a multi/pass coil of heavy gauge, solid drawn copper tubing mechanically expanded into aluminium cooling fins. The coil shall be provided with an automatic defrost thermostat to prevent excessive frosting.

The evaporator coil shall be suitable mounted to the steel or PVC chassis and shall be completely sealed off to ensure that maximum supply air flows over the coil.

Condenser Fan

The condensers fan shall be of the corrosion resistant, "silent operation", dynamically balanced propeller type. The fan shall be driven by a continuously rated, totally enclosed resiliently mounted electric motor of the single phase, permanent split capacitor type with built-in resettable overload protection. The fan motor shall be fitted with self-aligning sealed bearings.

Condenser coil

The condenser coil shall be of the single pass type, of heavy gauge, solid drawn copper tubing mechanically expanded into aluminium cooling fins. The coil shall be suitably mounted directly to the steel chassis and shall be provided with a suitable fan shroud to afford maximum air movement across the entire coil.

Filters

The air filters shall be easily accessible and removable, of the dry media type, manufactured of material that may be washed with a mild detergent.

The filter media shall be of glass or synthetic fibre material at least 5 mm thick enclosed between two supporting frames. The filter media may alternatively be of inherently stiffened material and in either instance arranged so that no air bypasses the filter at edges or between frames.

Heaters

Heating shall be by reverse cycle.

Sound Level

The units shall be efficient and extremely quiet in operation and the noise level shall not exceed 33 dB on the "A" scale at a distance of three metres from the unit.

Refrigerant Piping

The interconnecting refrigerant tubing between the condenser section and the air handling section shall be of the best quality seamless, dehydrated, de-oxidized refrigeration class copper tubing, suitably sized for the unit installed.

All fittings shall be of copper or brass, refrigeration quality silfos or silver solder welding rods. Soft soldered fittings or joints will not be acceptable.

The suction and liquid lines shall be completely insulated against ambient temperatures to prevent condensation drip by using good quality insulation such as "Thermoflex", "Primaflex" or other approved. The non-drip tape type of pipe insulation will not be acceptable.

The tubing shall be in trunking as described above.

Where copper saddles are used they shall be of the same diameter of the insulation so as not to squeeze the insulation to the piping and minimizing the effective cross sectional area of the insulation.

Kinked or flattened copper tubing is to be discarded, as it is not acceptable. Any length of tubing, which is damaged in this manner, shall have that section cut out of the length and suitably rejoined.

The pipe runs shall be neat and the best quality workmanship shall be employed.

Care shall be taken to ensure proper oil return to the compressor. The copper tubing shall be connected to the condensing unit and the air-handling unit by means of quick-coupler type connections fitted with "Schrader" valves for testing, purging and recharging.

All refrigerant is to flow through replaceable element type drier units.

Condensate

The condensate line from the air handling and condensing section shall be of PVC set to falls and sized to suit the drain connections, however no smaller than 15 mm diameter. The condensate drainpipe from the air-conditioning unit shall be fixed to wall neatly saddled throughout the entire pipe run using saddles spaced at intervals of not more than one metre and terminate onto the concrete apron at ground level.

Controls

The air-conditioning units shall be fitted with the following controls: -

- i) A main on/off switch to control the unit.
- ii) An adjustable cooling thermostat to control room temperature as required.
- iii) A variable fan speed control switch.
- iv) An automatic de-ice thermostat shall be fitted as standard to the condensing unit.

5.5.2 Builders Work

The following builders work is required and shall form part of this specification. :

- i) Holes drilled in walls for the through the wall installation of the inter-connecting refrigeration pipework and cables, and the sealing thereafter, which shall include for plaster patching and painting.
- ii) Brick up of openings and plastering of wall where existing wall units air-conditioning is to be removed
- iii) Painting of galvanized trunking as hereinafter.

5.5.3 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.

The Tenderer shall supply and install **35 Amp, Two Pole, IP66** isolators in the weatherproof isolator's enclosures.

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.

5.5.4 Testing and commissioning

The units shall be tested and commissioned before handing over to **Hlengisizwe CHC Chief Artisan**

5.5.5 Maintenance Manuals

Two sets of maintenance and operating manuals are required which shall include all circuit diagrams, spare parts lists, operating instructions, etc.

Installation of new Air conditioners for Hlengisizwe CHC ZNQ:.....Bidders Signature.....17

5.5.6 Maintenance and Servicing

The unit is subject to an unrestricted **12-month free maintenance and guarantee period**, after the date of issue of the Completion Certificate. This is to cover all aspects of the equipment and associated wiring, piping, controls etc.

During the 12-month maintenance and servicing period any defects shall be made good and all plant and equipment maintained in perfect operating condition.

Maintenance and servicing during the 12-month guarantee shall be provided as follows:

- i) Checking and cleaning of all filters, fan blades, louvres etc. that are subject to dust and dirt accumulation.
- ii) Checking of system pressures, tightness of valves, test points etc.
- iii) Checking and testing of all controls and system operation.
- iv) Tightening of all covers, plates, coils and coil bracing.
- v) Cleaning of exterior covers and associated paint work. Any damaged paintwork is to be touched up with the correctly coloured touch up paint.

All expendable materials necessary for these services such as lubricating oils, grease, refrigerant, cleaning materials etc. shall be allowed for in the tender price.

The maintenance inspections and work shall be carried out every three months on a date to be arranged by the Contractor with the building user.

5.6 Painting

5.6.1 After repairs to openings in wall and plaster is complete paint effected area as follows:

- i) Surface preparation surround area to be sanded down lightly.
- ii) Apply one universal undercoat "Plascon" UC10
- iii) Apply two finishing coats, Colour to match existing walls. "Plascon Velvagio", VLO range or PVA depending on existing wall paint.

5.6.2 Galvanized surfaces / trunking:

- i) Surface preparation to clean with galvanize cleaner "Plascon" GIC
- ii) Remove all traces of cleaner, brush with steel brush and test for water break.
- iii) Apply one coat galvanized primer "Plascon" GIP 1
- iv) Finish with "Plascon" Nu- Roof or Wall and All.

The Schedule of equipment offered shall be fully completed by the Tenderer.

(LIST THE SCHEDULE OF EQUIPMENT SPECIFIED IN THE PARTICULAR SPECIFICATION HERE TOGETHER WITH BLANK SPACES WHICH MUST BE COMPLETED BY THE CONTRACTORS AT TIME OF QUOTING)

SCHEDULE OF EQUIPMENT

The Schedule of equipment offered shall be fully completed by the Tenderer.

1. Mid wall split (6x) 12000, 18 & 36 Btu's Air-conditioning unit

- 1. Manufacturer _____
- 2. Model _____
- 3. Capacity _____
- 4. Corrosion Protection _____



SCOPE OF WORK

1. GENERAL

SCOPE OF WORK

- a. The work to be carried out in terms of this section of the project comprises the supply and installation of all the materials necessary, as per the Bill of Quantities and Drawings.
- b. All work must be checked and approved by the Chief Artisan/ Foreman.
- c. All workmanship will be done fully in accordance of the Occupational Health and Safety Act 85/1993, as amended.
- d. All work to be carried out as per Department of Health - Standard Preambles to all trades, Rev 3- January 2009.
- e. Contractors are advised to visit the site to acquaint themselves fully with the nature and full extent of the work involved. Claims on the grounds of insufficient information will not be entertained.
- f. Site to be cleared daily of building rubble and work area kept clean at all times.

PLEASE NOTE THAT THIS CONTRACT PERIOD IS FOR TWO (2) WEEKS. CONTRACTOR IS TO ENSURE THAT THEY HAVE STAFF IN PLACE TO COMPLETE THIS CONTRACT WITHIN THE STATED PERIOD.

Time required for completion of this contract as specified from receipt of official order: -

Lead Time: One (1) Week
 Site Time: One (1) Weeks
 Total Time: Two (2) Weeks

 Signature of Contractor

 Name of Contractors

 Contractor Name in block letters

 Date

Contractors Stamp

BILLS OF QUANTITIES

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

Item	DESCRIPTION	UNIT	QTY	RATE/ UNIT		TOTAL	
				R	c	R	c
	NOTE: All rates for items contained in this Schedule of Prices must be computed excluding the applicable Value Added Tax.						
	ZNQ Reference NO. ZNQ: INSTITUTION Hlengisizwe CHC Quantities are provisional and shall be Re-measured after completion. NB. Tenderer to take note that no staff are allowed to reside on site. Only a security guard is allowed in the contractor's site establishment after hours.						
	PROPRIETARY ARTICLES: All equipment and material used in this contract shall be that which is specified or other approved by the Department of Health.						
	Surgical store, Dr's room, counsellors and Maintenance						
1	Supply, deliver and install on site a new 12000 Btu's 230v/50Hz Mid wall mounted split type air-conditioning unit " Samsung " or similar approved by the Department of Health. Reverse cycle heating, complete with remote control complete with new batteries handed over at Final Site Hand over meeting and signed off. Inter-connecting cables and insulated refrigerant pipework, including connecting supply power cable to weather proof isolator, hot dipped galvanised mounting brackets, and 22mm diameter PVC condensate drain piping to the nearest gulley and accessories inclusive of testing commissioning and handing over ready for use.	Units	4				
	Covid-19 site						
1.2	Supply, deliver and install on site a new 18000 Btu's 230v/50Hz Mid wall mounted split type air-conditioning unit " Samsung " or similar approved by the Department of Health. Reverse cycle heating, complete with remote control complete with new batteries handed over at Final Site Hand over meeting and signed off. Inter-connecting cables and insulated refrigerant pipework, including connecting supply power cable to weather proof isolator, hot dipped galvanised mounting brackets, and 22mm diameter PVC condensate drain piping to the nearest gulley and accessories inclusive of testing commissioning and handing over ready for use.	Unit	1				
	Waiting area						
1.3	Supply, deliver and install on site a new 36000 Btu's 230v/50Hz Mid wall mounted split type air-conditioning unit " Samsung " or similar approved by the Department of Health. Reverse cycle heating, complete with remote control complete with new batteries handed over at Final Site Hand over meeting and signed off. Inter-connecting cables and insulated refrigerant pipework, including connecting supply power cable to weather proof isolator, hot dipped galvanised mounting brackets, and 22mm diameter PVC condensate drain piping to the nearest gulley and accessories inclusive of testing commissioning and handing over ready for use.	Unit	1				
2	Allow for maintenance and guarantee period of 12 months.	Units	6				

3	Allow wiring diagrams and operators manuals for all new equipment installed.	Units	6				
4	Patching holes that are required to be drilled on wall including plastering, paint and making good on holes and brick up where is required	Units	item				
5	Power supply and install 4mm ² , red, black, green, wiring wires to be in PVC Conduit Inside & Bosal conduit Outside the Buildings. All Saddles to be Galvanised with Nail in Anchors, connection of 12000 Btu's split type air-conditioning units to weather proof isolators, supplied by other, mounted adjacent to condensing unit, Contractor to re measure to satisfy themselves. "SABS Approved"	M	item				
6.1	Supply and install a new 30 Amp Double Pole 6ka rating isolator installed in a weatherproof enclosure. "SABS Approved"	Units	6				
6.2	Supply and install correct rating Amps and correct rating, as per OEM, new Main Circuit breaker in existing Distribution Board. "SABS Approved"	Units	6				
7	Supply and install 22mm diameter PVC drain pipe for both indoor and outdoor units into the nearest gully. Galvanised hospital Saddles with Nails in Anchors on every bend and 1m.	Units	item				
8	Testing of installation new points including providing a new electrical compliance certificate . C.O.C. Certificate of Compliance to be issued for all electrical work signed off by certified Electrician doing the work. Proof of Wireman's and Electrician Qualifications to be attached. All copies to be certified. Originals to be shown on request.	Units	6				
9	Provide a new Certificate of Conformity for refrigeration and Air Conditioning Installations is in terms of Occupational Health and Safety Act No. 85 of 1993 and regulations.	Unit	6				
10	All units to clearly label on the Distribution board, e.g. <i>circuit breaker no.12. A/C NO. 6. OFFICE</i> . The outside Isolator, outside unit and inside unit e.g. <i>Marked FED from circuit breaker. FED from C/B12. A/C NO. 6. OFFICEcont.</i>	Unit	12				
11	The following Documents must be submitted together with quotation: <ul style="list-style-type: none"> • Proof of CIDB registration ME1. • Proof of SARACCA or SAIRAC registration. • Proof of qualification as Refrigerants Technician "Gas Practitioner SAQCC Gas" 	Unit	1				
Carried To Collection Summary PS 1				R			

COLLECTION SUMMARY

INSTITUTION: *Hlengisizwe CHC*
ADRESS:
PROJECT DESCRIPTION *ZNQ:*
Installation of new air
Conditioners for Hlengisizwe
CHC

NOTE:

THIS COLLECTION SUMMARY MUST BE COMPLETED IN FULL BY THE CONTRACTOR AND RETURNED TOGETHER WITH THE QUOTATION FORM.

<i>Collection Summary</i>		
	<i>R</i>	
	<i>R</i>	
	<i>R</i>	
	<i>R</i>	
	<i>R</i>	
<u>SUB-TOTAL: CARRIED TO QUOTATION FORM</u>	<i>R</i>	

1. SPECIFICATIONS

a. Notes to Bidders:

- i. All work to be priced fully inclusive of all charges: VAT, labour, plant, profit, etc...
- ii. The Department reserves the right to negotiate prices in the Bill of Quantities.
- iii. All materials used in this contract shall be that which is specified. All material must be SABS approved. All material must be cleared by maintenance supervisor before installation.
- iv. Contractors are advised to visit site to acquaint themselves with the site and the layout of the Institution as no claims on the grounds of ignorance of the locality/siting of the Institution will be entertained later. Measurements given must be treated as a guide.
- v. Final measurements are the responsibility of the contractor and any discrepancy must be addressed with the Facility Manager prior to the submission of the quotation.
- vi. Contractors are informed that living on the Institutions premises during the contract is not allowed and arrangements for accommodation will have to be allowed for by the contractor.
- vii. Site will be kept clean at all times. Building rubble must be removed from site daily.
- viii. Removal of redundant items must be done by the contractor and removal thereof must be approved by the Facility Manager.

PREAMBLE TO THE SCHEDULE OF PRICES

1. All prices shall be quoted in the currency of the Republic of South Africa and will be fixed. Only where exchange rates have been stated in the quotation document, as at two weeks (14 days) prior to closing date of this quotation, will such exchange rate fluctuation be taken into account in the variation of the cost of the imported items/equipment.
2. The Tenderer shall enter a price against each item in the schedule of prices. If the Tenderer fails to enter a price against any item in the schedule of prices the relevant cost of such item shall be regarded as being covered by other prices in the schedule of prices.
3. **The prices quoted against each item of these schedules shall cover the full inclusive cost of everything required for the execution of the work under the item plus an apportionment of any cost involved in meeting the obligations and liabilities imposed by the conditions of contract and in complying with the specifications.**
4. The prices quoted for the supply of plant and equipment shall include for all handling, loading, transporting and off-loading required for the delivery of the plant and equipment to the site, including in the case of off-site storage for double handling at the store.
5. The prices quoted for erection and installation shall include for all handling, loading, transporting and off-loading, to take plant and equipment to place on site where required, erection, installation, painting, commissioning, operating, testing, adjusting, handing over in proper working order and guarantee for a period of 12 months, all as specified.
6. The tendered rates and amounts must exclude Value Added Tax (VAT) but must include all levies, other taxes and duties on items to which they apply. Separate provision has been made in the Summary of Schedule of Prices for the purpose of VAT.
7. Amounts allowed for contingencies will be spent in part or as a whole at the sole discretion of the Head: Works' "Representative".
8. The Schedule of Prices shall be completed and signed in **black ink**. Corrections must be done by deleting, re-writing and initialing next to the amendment.

Electrical and Mechanical work is not measured according to the Standard Procedures of Building Work.

CONTRACTORS STAFF AND SUPPLIERS INFORMATION FORM

Supplier information

<u>Company name</u>	<u>Contact person</u>	<u>Telephone No.</u>	<u>Supplier of</u>

Sup contractor information

<u>Company name</u>	<u>Contact person</u>	<u>Telephone No.</u>	<u>Sub contract for</u>	<u>Name of responsible person on site</u>

Contractor staff information as per registration with Department of Labour

<u>Name</u>	<u>ID Number</u>	<u>Salary number</u>	<u>Rank</u>	<u>Qualification</u>