KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

Quotation Advert

Opening Date: 30/07/2026
Closing Date: 20/08/2026

Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: Head Office Quotations

Province: KwaZulu-Natal

Department of entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods/ service is required: Regional Laundry Cato Manor

Date Submitted: **29/07/2026**

ITEM CATEGORY AND DETAILS

Quotation number: **ZNQ/HOH/0253/26-27**

Item Category: Services

Item Description: **12 Month Contract: Service, Maintenance & Repairs: Industrial Air Compressors**

CIDB Grading **1 ME OR ABOVE**

Quantity (if supplies): -

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Compulsory Site Meeting

Date: **11/08/2026**

Time: 12h00

Venue: **Regional Laundry Cato Manor- 800 Bellair Road, Durban**

QUOTES CAN BE COLLECTED FROM: **Downloaded from website**

QUOTES SHOULD BE DELIVERED TO: Old Boys Model School, 310 Jabu Ndlovu Street, Pietermaritzburg

NO E-MAILED SUBMISSIONS WILL BE ACCEPTED

ENQUIRIES REGARDING ADVERT MAY BE DIRECTED TO:

Name: **SCM Demand Management**

Email: **SCM.DemandManagement@kznhealth.gov.za**

Contact number: **033 815 8361**

Tender Notice and Invitation to Tender

12 MONTH CONTRACT: SERVICE, MAINTENANCE & REPAIRS OF INDUSTRIAL AIR COMPRESSORS

Employer Tender Number: ZNQ/HOH/0253/26-27

cidb Reference Number: 100119723

DEPARTMENT OF HEALTH KWA-ZULU NATAL (PIETERMARITZBURG) INVITES TENDERS FOR 12 MONTH CONTRACT: SERVICE, MAINTENANCE & REPAIRS OF INDUSTRIAL AIR COMPRESSORS

It is estimated that tenderers should have a cidb contractor grading of 1ME or higher.

The document will be available for download from 30 July 2026 after 16h00 from the KZN Health Website (www.kznhealth.gov.za) under SCM- Quotations

Queries relating to the issues of these documents may be addressed to:

Tediso Ndhlovu

Tel No. 0312402878

E-mail. Tediso.Ndhlovu@kznhealth.gov.za

A compulsory clarification meeting with representitives of the Employer will take place at Regional Laundry Cato Manor- 800 Bellair Road- Durban on 11 August 2026 starting at 12h00.

The closing time for receipt of Tenders is 11h00 on Thursday, August 20, 2026.

Emailed and Late Tenders will not be accepted.

Tenders may only be submitted on the tender documentation that is issued.

Requirements for sealing, addressing, delivering, opening and assessment of Tenders are stated in the Tender Data.

KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

STANDARD QUOTATION DOCUMENT FOR QUOTATIONS UP TO R1 000 000

PARTICULARS OF QUOTATION

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: KZN DEPARTMENT OF HEALTH CENTRAL SCM UNIT

FACSIMILE NUMBER: NOT APPLICABLE E-MAIL ADDRESS: *No e-mailed submissions will be accepted

PHYSICAL ADDRESS: 310 Jabu Ndlovu Street, Old Boys Model School Building, Pietermaritzburg 3021

QUOTE NUMBER: ZNQ /HOH / 0253 / 26 . 27 VALIDITY PERIOD: 90 DAYS

DATE ADVERTISED: 30 July 2026 CLOSING DATE: 20 August 2026 CLOSING TIME: 11:00

DESCRIPTION: 12 Month Contract: Service, Maintenance & Repairs of Industrial Air Compressors

CONTRACT PERIOD (IF APPLICABLE): 12 Months

DEPOSITED IN THE QUOTE BOX SITUATED AT *(STREET ADDRESS)*:
Quotation Tender Box at 310 Jabu Ndlovu Street, Old Boys Model School Building, Pietermaritzburg 3021 (Building next to St Annes Hospital at PMB) *No e-mailed submissions will be accepted

ENQUIRIES REGARDING THE QUOTE MAY BE DIRECTED TO:

CONTACT PERSON: SCM Demand Management TELEPHONE NUMBER: 033 815 8361

E-MAIL ADDRESS: SCMdemandmanagement@kznhealth.gov.za

ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

CONTACT PERSON: Tediso Ndhlovu TELEPHONE NUMBER: 031 240 2878

E-MAIL ADDRESS: Tediso.Ndhlovu@kznhealth.gov.za

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

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

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

THIS QUOTE IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

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

NAME OF BIDDER: _____

E-MAIL ADDRESS: _____

POSTAL ADDRESS: _____

STREET ADDRESS: _____

TELEPHONE NUMBER: _____ FACSIMILE NUMBER: _____

CELLPHONE NUMBER: _____ SARS PIN: _____

VAT REGISTRATION NUMBER (If VAT vendor): _____

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

UNIQUE REGISTRATION REFERENCE:

								-				-				-				-										

OFFICIAL PRICE PAGE FOR QUOTATIONS UP TO R1 000 000

QUOTE NUMBER: ZNQ / HOH / 0253 / 26 - 27

DESCRIPTION: 12 Month Contract: Service, Maintenance & Repairs of Industrial Air Compressors

THE BELOW PREFERENCE POINTS WILL BE ALLOCATED IN COMPLIANCE WITH THE DEPARTMENTAL PREFERENCE PROCUREMENT POLICY (KNOWN AS SCM PPP):	POINTS ALLOCATED
Race: Full points allocated to companies who are at least 100% Owned by Black Africans	20

ICN NUMBER	QUANTITY	UNIT OF MEASURE	DESCRIPTION	BRAND & MODEL	COUNTRY OF MANUFACTURE	PRICE	
						R	C
	per spec	per spec	12 Month Contract: Service, Maintenance				
			& Repairs of of Industrial Air Compressors				
			*The total on the Bill of Quantities must				
			be transfered this page. Both totals must				
			be the same.				
			*Please see attached Evaluation Criteria				
			and Specification				
			**Compulsory Site Meeting:				
			Date: 11 August 2026				
			Time: 12h00				
			Venue: Regional Laundry Cato Manor-				
			800 Bellair Road, Durban				
			**Please deliver quotations to:				
			Old Boys Model School				
			310 Jabu Ndlovu Street,				
			Pietermaritzburg				
			3201				
			No e-mailed submissions will be accepted				
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: _____

CLARITY ON DECLARATION OF INTEREST SBD 4 (a)

BIDDER NAME	

LEGISLATION ON DISCLOSURE OF INTEREST

The Public Service Act 103 of 1994 indicates in section 30(1) that "No employee shall perform or engage himself or herself to perform remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department."

Furthermore, in terms of the Public Service Regulations paragraph 13(c), "An employee shall not conduct business with any organ of state or be a director of a public or private company conducting business with an organ of state, unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the Public Finance Management Act"

Treasury Regulations 16A8.4 further indicates that "If a supply chain management official or other role player, or any close family member, partner or associate of such official or other role player, has any private or business interest in any contract to be awarded, that official or other role player must-(a) disclose that interest; and (b) withdraw from participating in any manner whatsoever in the process relating to that contract."

CLARITY ON HOW TO DISCLOSE

Clause 2.2 of the Bidders Disclosure (SBD4), require the bidder to disclose a relationship with any person employed by the entire KZN Department of Health, even if that person is not employed by the procuring institution. The Department may use other Computer Assisted Techniques to verify possible interest, should you be found to have failed to disclose correctly, your bid/quotation will be treated as a false declaration, treated as non-responsive and disqualified.

For example, if the tender is advertised or invited by Addington Hospital, yet the person with interest is employed by Manguzi Hospital, as long as that official is employed by the Department of Health, the bidder is required to disclose interest. Therefore the question is, do you, or any person connected with the bidder, have a relationship with any person who is employed by the KZN Department of Health? If so, please furnish particulars on Bidders Disclosure (SBD4) section 2.2.1, as attached below,

I read the above clarity on disclosure of interest and I commit to disclose as directed, should I fail to disclose correctly, I am aware of the consequences, which may include disqualification of my offer.

BIDDER SURNAME AND INITIALS _____ SIGNATURE _____ DATE _____

SBD 4

BIDDER'S DISCLOSURE

1 PURPOSE OF THE FORM

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

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

2 BIDDER'S DECLARATION

2.1. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest[1] 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[2]? **YES / NO**

2.2.1. If so, furnish particulars: _____

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

2.3.1. If so, furnish particulars: _____

3 DECLARATION

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

3.1. I have read and I understand the contents of this disclosure;

3.2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[3] 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 "Procuring Institution" refers to all institutions under the Accounting Officer of the Department of Health.

3 Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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.

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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

14.1. manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
(b) in the event of termination of production of the spare parts:
  (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this 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 whichmay 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 preferential procurement 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.

3.21. Should there be a variation in price and such variation is above the order amount, the Department will reserve the right to place a new order.

4. NEGOTIATIONS

4.1. The Department reserves the right to negotiate with the shortlisted bidder/s prior or post award. The terms and conditions for negotiations will be communicated to the shortlisted bidder/s prior to invitation to negotiations. This will be done to ensure value for money and where the bidder/s price is deemed to be exorbitant, uneconomical or not market related.

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

5.1. 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.

5.2. 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.

5.3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.

5.4. 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.

5.5. Any alteration made by the bidder must be initialled; failure to do so may render the response invalid.

5.6. Use of correcting fluid is prohibited and may render the response invalid.

5.7. Quotations will be opened in public as soon as practicable after the closing time of quotation.

5.8. Where practical, prices are made public at the time of opening quotations.

5.9. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

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

6. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS

6.1. Quotation shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the quotation documents.

6.2. Each quotation shall be addressed in accordance with the directives in the quotation documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the quotation number and closing date indicated on the envelope. The envelope shall not contain documents relating to any quotation other than that shown on the envelope. If this provision is not complied with, such quotations/bids may be rejected as being invalid.

6.3. All quotations received in sealed envelopes with the relevant quotation numbers on the envelopes are kept unopened in safe custody until the closing time of the quotation/bids. Where, however, a quotation is received open, it shall be sealed. If it is received without a quotation/bid number on the envelope, it shall be opened, the quotation number ascertained, the envelope sealed and the quotation number written on the envelope.

6.4. A specific box is provided for the receipt of quotations, and no quotation found in any other box or elsewhere subsequent to the closing date and time of quotation will be considered.

6.5. Quotation documents must not be included in packages containing samples. Such quotations may be rejected as being invalid.

7. SAMPLES

7.1. 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.

7.2. **Samples must be made available when requested in writing or if stipulated on the document.**

If a Bidder fails to provide a sample of their product on offer for scrutiny against the set specification when requested, their offer will be rejected. All

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

8. COMPULSORY SITE INSPECTION / BRIEFING SESSION

8.1. 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 take place.

(ii) Date: 11 / 08 / 2026 Time: 12 : 00 Place: Regional Laundry Cato Manor- 800 Bellair Road

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

9. STATEMENT OF SUPPLIES AND SERVICES

9.1. 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.

10. SUBMISSION AND COMPLETION OF SBD 6.1

10.1. 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.

11. TAX COMPLIANCE REQUIREMENTS

11.1. 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.

11.2. 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.

12. TAX INVOICE

12.1. 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.

13. PATENT RIGHTS

13.1. 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.

14. PENALTIES

14.1. 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.

14.2. 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.

14.3. 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.

14.4. 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.

15. TERMINATION FOR DEFAULT

15.1. 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.

15.2. 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.

15.3. 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.

16. THE DEPARTMENT RESERVES THE RIGHT TO PASS OVER ANY QUOTATION WHICH FAILS TO COMPLY WITH THE ABOVE.

SBD 6.1.

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

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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.

2. 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:

80/20

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

OR

90/10

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

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

OR

90/10

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

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

The specific goal/s allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system)
Race: Full points allocated to companies who are at least 100% Owned by Black Africans	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: _____

_____

_____

ANNEXURE A: SPECIFICATION FORM

NAME OF PROCURING FACILITY	Regional Laundry Cato Manor
ITEM DESCRIPTION	12 Months service, maintenance and repairs contract of industrial compressors
ITEM PURPOSE	To meet daily target in terms of production

ITEM DETAILED SPECIFICATION (INCLUDE SIZE, COLOUR, MATERIAL, ETC.)		COMPLIES (YES/NO)
1.		
2.		
3.		
4.		
QUALITY STANDARD		
UNIT OF MEASURE OR PACKAGING I.E. (UNIT/BOX/ROLL/PACK/BAIL ETC)		
SAMPLE REQUIRED (YES/NO) IF YES WHEN AND HOW?	No	
ADDENDUM TO SPECIFICATION ATTACHED (YES OR NO)	Yes	

SPECIFICATION APPROVED BY

Name of End-user (in full)	TJ Ndhlovu	Name of SCM Rep (in full)	A. BELLARIE
Designation / Rank (in full)	Chief Artisan	Designation/ Rank (in full)	SCMC
Signature		Signature	
Date	03/07/2026	Date	28/07/2026

Bidder Initial here: _____

RE:

- KINDLY RETURN **ALL DOCUMENTATION** WHEN REPLYING

KWAZULU-NATAL PROVINCE

HEALTH

REPUBLIC OF SOUTH AFRICA

CATO MANOR REGIONAL LAUNDRY

12 MONTHS SERVICE, MAINTENANCE & REPAIRS CONTRACT OF INDUSTRIAL AIR COMPRESSORS

Project Leader:

Telephone No.:

Cell phone No.:

Email: @kznhealth.gov.za

SECTION A: SPECIAL CONDITIONS

1.1 Scope

The scope of the quotation calls for:

- The implementation of preventative maintenance for **Industrial Air Compressors** of the facilities listed as per **Section A Clause 1.3** and includes responding to unplanned plant breakdown repairs (corrective maintenance and occurrence management)

1.2 Contract

The contract which applies to work carried out as part of this specification will be valid for a period of 12 months (one year).

1.3 Site

The Contractor will be required to conform to such Acts (*e.g. Act 53 of 1985: Control of Access to Public Premises and Vehicles*), regulations and restrictions affecting access to and use of the site as laid down by the Head: Health or his/her designee. Bidders should also note that the buildings are occupied and that permission for access should be obtained from the authoritative person on site. This contract shall apply to the following site locations/facilities:

KZN HEALTH BUILDING	CIDB Grading
Cato Manor Regional Laundry	1ME

1.4 Programme

The Contractor shall within 14 business days of receiving the appointment, submit to the Head: Health a schedule which indicates when each system or piece of existing equipment will be inspected and full comprehensive report on the condition of the said equipment be provided. The contractor will then compile a maintenance schedule of the equipment. This schedule shall be prepared in accordance with the frequency schedule in **Section B, Clause 1.3.** Once this schedule is approved by the Head: Health or his/her designee, the Contractor shall do the maintenance in strict accordance with this schedule. The Contractor shall not commence with the maintenance schedule unless all schedules have been approved.

The Maintenance Schedule shall include the Health & Safety File for the approval of Head: Health or his/her appointed designee.

1.5 Scaffolding

The Contractor shall include in his rate for the supply, erection, moving as required and removal of all scaffolding and platform equipment necessary for the execution of the maintenance.

Scaffolding and platform equipment to form part of the Health & Safety File and be approved as contemplated in the regulations, the OH Act 85 of 1993 Construction regulations 2014 and/or SANS 10085.

1.6 Accommodation

The Contractor shall be responsible for providing accommodation for his staff as and when may be required. No site accommodation will be provided by the Department of Health. The Contractor shall however make the response time upon call out as per **section B Clause 1.6.**

1.7 Damage to the works

The Contractor shall exercise due care to avoid causing damage to the building, equipment and works during the progress of the Contract. He/she will be held responsible for any damage caused to works by his/her negligence and shall be liable for all costs incurred in making good such damage to the satisfaction of the Head: Health or his/her appointed designee.

1.8 Contract Period

The period of this contract shall be twelve (12) months with the option to extend for a further 06 (six) months. The extension shall be by written request by the Head: Health or his/her appointed designee. The maximum contract period including extensions shall not exceed Eighteen (18) months. The contract period shall commence on receipt of a purchase order (P.O.), approval of the works schedule, safety file and the site is handed over to the contractor. Contract extension shall be by means of a written appendix to the contract, which shall be issued to the Contractor by the Head: Health or his/her appointed designee, 1 (one) calendar month before the initial contract period expires. The Client has no obligations to renew the contract after the initial contract period has lapsed, and no claim whatsoever shall be considered if the contract is not renewed.

The Contractor must notify the Head: Health or his/her appointed designee of the last impending Maintenance Schedule date three (3) calendar months before initial expiry of the Contract, excluding extensions, to give all parties enough time to prepare for the handover process.

1.9 Contractor's liability in respect of defects:

Any defects or faults which appear within three (3) months from the completion of works or part thereof and the replacement of components and parts of any installation, shall be made good by the contractor within such period as may be determined by the Head: Health or his/her designee in writing to the contractor.

Should the contractor fail to rectify the defects or faults referred to within 1 calendar month, the Head: Health or his/her designee shall, without prejudice to any other rights that he may be entitled to rectify such defects or faults or to arrange for the rectification thereof and to recover from the contractor any damages which the user and/or Head: Health or his/her designee may have suffered as a result of the contractor's failure to carry out the terms of the contract.

If the contractor or any person employed by the contractor should perform any action, and/or procedure, which may cause damage of whatever nature to the property of the Head: Health of his/her designee, the contractor shall be responsible for all repair work to such damages as **Section A Clause 1.7**. The response and negligence to respond by the Contractor to rectify any damages to the satisfactory of the Head: Health or its representative shall be addressed as determined by this contract.

1.10 Payment, Omissions and Penalties

The contractor shall be entitled to receive payment for scheduled maintenance monthly after the completion of scheduled maintenance. Payments shall be based on VAT invoices. Contractor shall submit with his invoice a detailed service report on the service done and condition of the works. Payment processes shall commence upon receipt of such service report. Payments will be made within 30 days.

The Contractor shall be entitled to receive payment on additions to this contract, after the work has been 100 % completed, inspected and approved by the Engineer or his/her designee. Such work must have been proposed for review, consideration and approval by the Engineer or his/her designee and this work shall not commence until such approval has been obtained in writing

If any aspect of the scheduled maintenance and/or service is not attended to during that month, written notice shall be given to the Engineer or his/her designee of such cases, with full explanation of why the works were not executed according to schedule. No payment shall be made in respect of that month's invoice. The contractor shall be in default until written notice has been received by the Engineer or his/her designee that the issues were attended to and that the work has been inspected and verified by both parties. The Engineer or his/her designee shall respond within 5 (five) working days to inspect the site with the contractor from the date of receiving written notice from the Contractor. The contractor shall only then be entitled to reclaim that month's payment.

Any payment invoice shall be regarded as open and shall be subject to revision and adjustment by the Engineer or his/her designee should the Contractor be found to be in default for any work done. The money related shall be deducted from the next invoice should it be found that the previous month's services were not performed and the related previous invoice was paid.

No invoice amount paid to the contractor shall act as proof that the work has been executed and accepted by the Engineer or his/her designee that will indemnify the contractor of his responsibility and duties regarding the requirements as stated in this document.

1.11 Defaults by Contractor

The contractor shall be in default if he/she

- Breaches and/or neglects to comply strictly with any of the conditions of this contract or any instruction and orders given to him in writing in terms of this contract.
- Does not follow the contracted and agreed maintenance scope and schedule.

Should the contractor be in default, the Head: Health or his/her designee shall, from time to time, be entitled to adopt all or any one or more of the following courses, either wholly or partly or by way of substitution or successor.

a) To allow the contractor to proceed with the works and to recover a penalty of one hundred (100) cents per hundred rand (R100) of the total contract value of the agreement per day for each day that the work may be in arrears. Such penalty may be recovered or may be deducted as from the date of execution stated in contract, or any extension thereof, from any payment due or to become due in terms of this contract.

b) To instruct the contractor in writing to discontinue the work on specified date and to vacate the site. The contractor shall not be entitled to refuse to withdraw from the work on the ground of any right whatsoever. The Head: Health or his/her designee may therefore adopt the following courses:

1) Cancel the contract and enter into a further contract, by instruction with any other contractor for the execution of the works or any portion thereof for the rest of the contract period, at such times and upon such terms as the Head: Health deems fit:

2) Provide such number of persons and purchase such material as the Head: Health and user deem fit execute the works or any portion thereof:

If the execution cost of the works for the rest of the contract period exceeds the amount still due in terms of the contract, if there is any, the Head: Health may, without any prejudice, recover such excess from the contractor. The Head: Health shall be entitled to deduct such excess from any amounts still due in terms of this contract or any other contract existing between the contractor and the Head: Health. The contractor hereby agrees and binds himself, his successor in title, not in any way to dispute the right to deduct such amounts.

If the contract or portion is cancelled the Head: Health may make an assessment of the cost of executing the works for the rest of the contract period and deduct such assessed amount from any of the aforesaid amounts that may be due to contractor. If it later transpires that the actual cost of executing the works for the rest of the contract period is less than the assessed amount, such excess shall be refunded to the contractor.

The contractor shall not be in default if it can be proven that the works could not be executed due to unforeseen circumstances beyond the contractor's' control or acts of God. In that case the contractor must notify in writing the Head: Health or his/her designee of such instance and provide a recovery plan to execute the works without affecting the subsequent scheduled activities.

1.12 Maintenance and repair instruction

The Contractor will be responsible to the Head: Health or his/her designee and will receive written instructions for repairs and reported faulty plant operation solely from the Head: Health or his/her designee. The contractor shall not discuss maintenance and plant operation procedures or pass comment to occupants of the facility or any other person or persons. The contractor shall not under any circumstance carry out works issued by any other persons except instructions from Head: Health or his/her designee.

1.13 Substitutions of materials

No substitutions for the articles or materials specified in this document will be permitted unless the authority of the Engineer or his/her designee has been obtained, in writing, before the bid close and contractor will otherwise be required to provide and or use the specified articles or materials. Approval of any request for the substitution of any article or material will only be considered when Engineer or his/her designee is satisfied that if the substitution is approved, there is sufficient time remaining before bid close to advise all other bidders accordingly.

1.14 Applicable codes

All equipment supplied, all detailed layout and all work performed shall be in strict accordance with the following minimum but not limited to codes:

a) The latest edition of the Health and Occupational Safety Act, Act 85 of 1993, as amended,

b) Construction Regulations, 2014

c) SANS 10400 – Building Regulations

d) The latest edition of the SABS 0142 code of practice for the wiring of premises

e) The relevant local authority (Municipality) regulations

f) SANS 347 – Pressure Equipment Regulations

Should the specification and/or drawing (if any) be at variance with one or more of the abovementioned codes, the contractor shall inform the Engineer or his/her designees in writing of such variance. The contractor shall apply the conditions of the statutory codes unless instructed in writing by the Engineer or his/her designee to do otherwise.

All material shall, unless otherwise specified, comply with the requirements of the relevant SABS specification.

1.15 Exclusions from contract

(a) The costs of repairs necessitated by reason of misuse (other than the misuse by the contractor or his employee) and the replacement of parts with parts of a different or updated design shall be borne by the Head: Health.

(b) The following items of the contract are not included or covered by this agreement
Damage to enclosures, surround and sills (including all finishes and corrosion, wall panels, suspended ceiling, light diffusers, handrails, mirror, carport or floor covering) telephone, intercommunications system, closed circuit television system and power generating plants; however, the conditions of the above items shall be reported. Fire and water damage beyond the control of the Contractor.

(c) The contractor shall not require installing at his cost any additional equipment to the installation which is recommended or required by Insurance companies, Government, and Provincial, Municipal or any other authority

1.16 The Head: Health or his/her designee agree and undertake:

(i) To always ensure that the installation will be used in a reasonable manner

(ii) To advise contractor as soon as possible if the installation becomes inoperative

(iii) Not to authorize or allow any person other than the Contractor to carry out any work, whatsoever, on the installation during the currency of this agreement, except in terms of **Section A Clause 1.9** or, unless the prior written consent of the contractor has first been obtained, or where the contractor is unavailable or where the Department of Health or it's staff or agent had been unable to contact the Contractor for a continuous period of three days. The Head: Health or his/her designee still has the right to then claim the damages or loss suffered by the Department from the Contractor.

(iv) To immediately notify the Contractor of any injury or harm to any person or property resulting from the usage of the installation and shall supply to the Contractor all available relevant information concerning any incident

(v) To notify the contractor of any changes of ownership of the installation or any change of postal address.

(vi) In addition to the maintenance charge, to adjust payment for any change in the rate of the Value Added Tax.

(vii) To ensure that the Contractor's workmen shall at all reasonable times have free and undisturbed access to the installation according to **Section A Clause 1.3.**

1.17 Quarterly maintenance co-ordination meeting

A maintenance coordinating meeting shall be held quarterly at the contracted facilities. The Facility Maintenance Manager (or chief artisan or appointed designee) and the service manager/plant technician from the successful bidder's organization shall be required to attend this meeting.

1.18 Equipment detail

The equipment involved in this contract is provided under the **equipment schedule section of this document.**

1.19 Maintenance duties

The duties involved in this contract once awarded are those **provided under the maintenance schedules section of this document.**

1.20 Work included in this contract but to be carried out by others

For specialized equipment it is a condition of this Contract that the successful bidder shall enter into a separate contract with original equipment manufacturers (OEM's). At the services interval required the bidders shall provide the Head: Health or his/her designees with a quotation based on the relevant service providers proven cost to carry out the service. The maintenance and service by OEM and the cost thereof will be subject to the same terms and condition as all other work included in this Contract.

SECTION B: MAINTENANCE SPECIFICATIONS

1.1 General

This specification is for mechanical maintenance of **industrial air compressors** together with the associated equipment installed at the facilities as per **Section A Clause 1.3.** The Contractor shall provide all the necessary tools and equipment to perform the **industrial air compressor** maintenance procedures as specified. The Contractor shall further have and provide all the necessary measuring equipment to measure (Current, volts, etc.). All measuring equipment shall have Calibration Certificates from an approved inspecting authority. The Contractor shall be familiar with and be capable to operate a Building Management System (BMS) if installed.

1.2 Site maintenance personnel

1.2.1 The Contractor shall provide fully competent trade tested electrician, fitter (a millwright can be used as a substitute for both) and their assistants. The said Plant Technicians must be competent person in terms of Health and Occupational Safety Act 85 of 1993, and must be of clean and sober habits, fully conversant and experienced with the type of plant and equipment installed and must be capable of rectifying the malfunctioning of the equipment installed, including the following:

1.2.1.1 **Industrial air compressors** etc.

1.2.1.2 Electronic control equipment associated with the aforementioned equipment

1.2.2 A plant technician or site manager shall be responsible to the Head: Health or his/her designee.

1.2.3 The plant technician must be provided with a telephone to enable him/her to be contacted for during & after hour's emergency breakdowns and/or repairs. Should the plant technician fall sick or be otherwise indisposed the Engineer or his/her designee is to be immediately advised and the contractor must make immediate arrangement for a replacement. The replacement plant technician must be contactable telephonically for during & after-hours emergency repairs until such time the contracted plant technician returns to duty. This arrangement will also apply in the event of the plant technician being on vacation leave.

1.2.4 The Contractor shall provide proof that all staff who work on elevated plant sections have a basic fall arrest certificate to work at heights. The Certificate shall be from a recognized professional body.

1.3 Maintenance conditions

This maintenance contract is based on the following service frequency schedule:

EQUIPMENT TYPE	SERVICE FREQUENCY
Industrial Air Compressor	Quarterly

1.3.1 The bid is based on a fixed rate basis and the service schedule shall be read and interpreted accordingly. The fixed rate for maintenance and servicing to be performed shall be inclusive of the

following: Labour, accommodation, travelling and all consumables (Cleaning fluids, grease, oils, cloths, cleaning solvent, touch up paint, soldering flux, etc.) which are required for scheduled preventative maintenance.

The scope of maintenance is defined in the document and shall include all actions and costs related to adjustment and settings required, tightening of all connections and rust prevention treatment etc.

Preventative Maintenance shall be scheduled and conducted monthly or according to manufacturer recommendations.

Maintenance shall include:

- Inspection of compressor motor and drive system
- Inspection and replacement of air filters
- Inspection of oil levels and oil quality
- Replacement of oil filters
- Inspection of cooling system
- Checking of pressure gauges
- Inspection of safety valves
- Checking compressor belts and couplings
- Inspection of electrical connections
- Inspection of control panels
- Checking air pressure regulators

Air System Inspection must be conducted by the Service Provider and the following must be inspected:

- Air pipelines
- Air receivers
- Air dryers
- Pressure regulators
- Air distribution lines
- Condensate drains

Breakdown Repairs shall be conducted by the Service Provider and these repair services must include

- Fault diagnosis
- Replacement of defective parts
- Repair of electrical or mechanical failures
- Calibration of pressure control systems

1.3.2 No spare parts are included: All spare parts, components and breakdown call outs will be charged in addition to the contract according to the rates and marked as bid for in this contract (**see Section C Clause 5**). Should the representative of the Head: Health or his/her designee in their capacity find that the spare parts or component failed due to any action caused by the Contractor or any neglect scheduled maintenance action, the Contractor will be responsible for all costs to replace spares and/or components including material labour and travelling costs.

The successful bidder must, however, prior to commencement with the contractual works produced in a table format, the list of recommended long lead spare part items with an estimated duration of procurement for the consideration of the Head: Health or his/her designee.

The successful bidder must prior to commencement with the contractual works produce a detailed report on the status of the entire system.

1.4 Record keeping

All maintenance activities will be recorded and monitored. The records shall be manually filed per plant. The logged records shall be provided to the Engineer or his/her designee monthly prior to invoicing.

1.5 Normal time and overtime

All services are to be performed during working hours, being 7:30 to 16:30 Monday to Friday inclusive. No overtime will be paid for scheduled maintenance services carried out after hours as overtime is not intended under this Contract.

Overtime will only be entertained in cases of emergencies where a breakdown occurs as laundry supporting equipment support an essential service. Where working overtime has been authorized by the Head: Health or his designee, overtime rates shall be applied as follows:

Monday to Saturday Inclusive	**Sundays and Public Holidays**
Overtime hours worked = Normal Time × 1.5	Overtime hours worked = Normal Time × 2

NOTE: For the purposes of determining when overtime shall commence, it will be taken that the **normal working hours are 07:30 to 16:30, Monday to Friday**.

1.6 Break Downs and Callouts

Breakdowns, call outs and/or complaints will be reported to the contractor telephonically and shall be confirmed by facsimile or email by the Engineer or his/her designee (**section A clause 1.12**). Upon arrival of such notice, the Contractor shall immediately acknowledge the receipt by telephone and confirm by email. **The Contractor shall respond to call outs within one (1) hour from the time of call notification by the Engineer or his/her designee**. The Contractor shall repair and re-instate the system if this can be achieved with replacement parts available (NB: this shall be done after consultation and approval given by the Engineer or his/her designee). A full technical report in writing shall be faxed/emailed to the Engineer or his/her designee upon completion of the repair.

If the system cannot be re-instated the Contractor shall within 24-hour period, prepare and submit a written call out report with quotation of material costs involved to repair the system based on the bidders' rates and mark-up and provide the quotation to the Engineer or his/her designee. The quotation shall be accompanied by a detailed report of the specific problem experienced with the system. The quotation shall include the following minimum requirements:

(a) Itemised material costs including mark up

(b) Any additional cost to be specified

Should it be necessary the Engineer or his/her designee will be entitled to adjust the quotations in consultation with the contractor. Should the Engineer or his/her designee find that the Contractor or his employees are responsible for the breakdown and/or failure of the equipment/components through:

(a) Willful actions
(b) Neglect of scheduled maintenance regarding the prescribed program
(c) Incompetence,

All costs involved in rectifying such breakdown and/or failure will be for the account of the Contractor and will be recovered in accordance with **section A clause 1.7 and 1.9.**

1.7 Down Time Allowable

The maximum allowable downtime for the plant items on the contracted maintenance schedule per facility shall be as follows:

- Monthly Service : 3 Hours
- Annual Maintenance : 1 Day
- Breakdown Repairs : 3 Days

Exceeding these maximum allowable hours shall constitute breach of contract as per **section A clause 1.11** unless otherwise it can be proven to have been not possible to meet due to reasons beyond contractor's' control.

1.8 Spare parts and material

On appointment, the successful bidder will be required to produce recommended spares and material list as part of his maintenance schedule as per **Section B Clause 1.3.2.**

For non-stock items, e.g. motors, water pumps, coils etc., the Contractor shall notify the Engineer and/or his appointed designee, in writing, of the condition of the item in advance and the intention of replacing the part. This will allow sufficient time for the procurement of the part without affecting plant downtime.

Should spare parts be required which are not in stock the Contractor may be requested (NB: depending on SCM process feasible at the time) to obtain three quotations for such material/spare parts to submit to the Engineer or his/her designee for adjudication and approval. Contractor will be paid a markup as per the contract for the purchase of such materials/parts.

If there are spare parts available in stores, no spare parts or material shall be used-from the stores if not booked out in writing.

NB: All replacement parts must be Original manufacturer parts or approved equivalents and they must meet South African engineering and safety standards. **Typical parts include:**

- Air filters
- Oil filters
- Compressor oil
- Belts and couplings
- Pressure switches
- Safety valves
- Electrical components

1.9 Redundant materials, spare parts, plant & equipment

Redundant materials and spare parts which arise from servicing or emergency and essential repairs must be listed by the contractor's workmen and handed over to the responsible official at the institution and a signature obtained, therefore.

Redundant materials, plant and equipment arising from planned replacement and upgrading work shall:

a) When considered scrap by the Department i.e. having no monetary value and no use to anyone, be removed from site by the contractor. An amount must be quoted for under the price schedule when required, for removal of scrap, which amount will form part of the total quotation method.

b) When considered by the Department to have monetary value but is of no use to the Department the contractor may be invited to submit a quotation for the purchase and removal of same from Site. The Employer reserves the right to accept or reject such quotations.

NOTE: The Service Provider is responsible for all redundant materials and spare parts until handed over. No scrap or redundant parts, material, equipment or plant may be removed from Site without the prior written authority of the Department.

SECTION C: PARTICULAR SPECIFICATIONS

1.1. TECHNICAL SPECIFICATION

1.1.1 GENERAL

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

1.1.2 REPLACEMENT/NEW INSTALLATIONS

Tenderers are to make special note of the following:

New installations (where applicable) shall be in accordance with the Occupational Health and Safety Act 85/1993, and all regulations framed therein shall be carried out to the satisfaction of the Department of Health.

Competent workmen skilled in their trade shall carry out all work. Quality shall be of the best standard practice, and all workmanship will be subject to the approval of the Department of Health.

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

All apparatus, component parts, fittings and materials employed in the execution of the Contract shall be new and unused and shall be the latest type or pattern of the particular manufacture employed. S.A.B.S. mark bearing items shall be used wherever possible.

The new installation shall be maintained for a period of twelve months (12) after acceptance in writing by the Department of Health and shall allow for routine inspections not less frequently than two times a year.

The new installation must be guaranteed against defective parts and workmanship for a period of twelve months (12) after the date of issue of the Completion Certificate. This period shall run concurrently with the maintenance period.

Rates are to include for commissioning and testing of the complete installation and handing over in working order ready for use.

Tenderers are advised to visit the site and acquaint themselves fully with the site conditions and nature and full extent of work involved prior to submitting their tender. Claims on the grounds of insufficient information in such respects or otherwise will not be entertained by the Administration.

The Department of Health reserves the right to make emergency repairs to keep the equipment in operation without voiding the Contractor's Guarantee, nor relieving the contractor of his responsibility during the guarantee period when, after proper notice, the contractor fails to attend to such emergency repairs. All costs incurred by the Administration under these circumstances will be for the account of the Contractor.

NOTE: All electrical equipment shall comply with NER Regulation of voltage.

2. TESTING AND COMMISSIONING

All serviced and/or repaired/replaced equipment **must be tested and proven in the presence of the Maintenance Department and Infrastructure Development** before being signed off.

3. MAINTENANCE MANUALS

Not Applicable

4. MAINTENANCE AND SERVICING

The maintenance and servicing of the plant items shall be implemented in accordance with the maintenance schedules and frequencies prescribed under this contract. During execution of the works the contractor shall submit OEM warrantees to the Department of Health at all times when procuring spare parts, products or third-party services. It will be the contractor's sole responsibility to ensure that OEM warranty requirements are adhered to at all times.

Where contractor's use or quote on spare parts of a lower quality or grade than that recommended by the OEM, or parts not recommended by the OEM, this must be clearly indicated and motivated to the Head: Health or his /her designee on the quotation.

NB: Service Reports must be provided by Service Provider after each service visit detailing:

- Work completed
- Equipment condition
- Parts replaced
- Any recommendations

And these reports must be signed by Maintenance Manager or Engineering Department.

5. CONTRACT MARK-UPS

a) Mark-Up On Materials, Spare Parts, Plant and Equipment

A maximum mark-up on the contractor's nett invoiced value, before the addition of VAT of materials and spare parts shall be allowed by the Employer.

The following sliding scale will apply in respect of the maximum allowable mark-up on the sum total cost, prior to the addition of VAT, on all materials, spare parts, plant and equipment.

1. R0.00 to R300 000.00
   Mark-up @ 20%

2. R300 000.00 to R500 000.00
   First R300 000.00 @ 20%
   Balance @ 15%

3. R500 000.00 Plus
   First R300 000.00 @ 20%
   Second R200 000.00 @ 15%
   Balance @ 13%

NOTE: Mark-up may not be added to the proprietary items for which the contractor is the Manufacturer, or Agent, and which he/she retails. Such items should not be supplied at more than normal retail price, which is taken to include the contractor mark-up.

b) **Mark-Up On Hired Transport**

No mark-up is allowed for transport.

c) **Mark-Up On Sub-Contract Services**

1. Work performed for the contractor by a third party (sub-contractor) on-site invoice shall be at nett cost, prior to the addition of VAT, plus a maximum of 15% mark-up.

2. Work performed for the contractor by a third party (sub-contractor) at the sub-contractor's premises invoice shall be at nett cost, before the addition of VAT, plus a maximum of 20% mark-up.

6. SCHEDULE OF RATES FOR LABOUR

The below rates will be used when claiming for labour under callouts:

ITEM	DESCRIPTION	NORMAL RATE	OVERTIME x 1.5	OVERTIME x 2
1	Artisan/Technician rate per hour			
2	Semi-skilled rate per hour			
3	Unskilled rate per hour			

6.1. SERVICE PROVIDER'S QUALIFICATIONS

To qualify for the rates listed as per schedule of rates: labour and substance, the contractor's' staff shall comply with the following:

6.1.1 Skilled: Artisan/Technician

Shall mean an employee who has completed a contract apprenticeship under Manpower Training Act 1981 (Act 56 of 1981) as amended or a contract of apprenticeship recognized by the INDUSTRIAL COUNCIL, or an employee who has passed a recognized trade test, or a NQF LEVEL 4 qualification with 480 credits completed, or any person whose qualification will enable him/her to register with the Engineering Council of South Africa, in any category.

In respect of foreign qualifications, the service provider must obtain at his/her own cost verification from the South African Qualifications Authority that the foreign qualification is equal to the above-mentioned paragraph. Certified copies of such verification must be submitted with the Bid.

6.1.2 Semi-Skilled

Shall mean an employee having a minimum of three (3) years' experience in performing work as specified in the scope and shall perform such work on a regular basis.

6.1.3 Unskilled

Shall mean an employee performing manual labour or as an assistant to skilled, semi-skilled or apprenticed workers.

6.2. PROOF OF QUALIFICATIONS

ALL copies of qualifications are to be certified by a Commissioner of Oaths.

The Bidder shall provide proof by means of Certified Copies of Artisan(s)/Technician(s) qualifications and indentureship papers. Failure to provide the required proof will result in either: such employees being listed as semi-skilled in which case the semi-skilled rate will apply accordingly or; the Bid may be disregarded.

Testimonials of experience, certified by a Commissioner of Oaths are required in respect of semi-skilled workers, who shall have a minimum of 3 years related experience in respect of the service applied for. Failure to supply the required testimonial/s will result in such employees being listed as unskilled, in which case, the unskilled rate will apply accordingly.

Should the appropriate proof of qualification not be submitted with the tender submission, the corresponding items tendered for will not be approved for the Tenderer.

Successful Service Providers shall during the period of validity of this Contract supply to the Employer proof of qualifications and/or experience in respect of any additional/replacement employees or changed qualifications of employees.

7. SCHEDULE OF RATES AND TARIFFS: TRANSPORT AND DELIVERY

Department of Transport tariffs will be used when claiming for travelling to and from site.

(http://www.kzntransport.gov.za/supplier_info/fuel_tariff_rates/)

PRICE SUMMARY PAGE / BILLS OF QUANTITIES

NOTE: The equipment schedule on pages 20 should be used for accurate pricing on the below schedule

Cato Manor Regional Laundry 12 Months Service Maintenance & Repairs Contract					
Item	Description	Frequency	Qty	Rate (Excl. VAT)	Sub-Total (Excl. VAT)
1	Conduct a conditional assessment of all **Industrial Air Compressor** equipment and its ancillaries, including a detailed report to be submitted. (Inclusive of travelling and labour)	1	Item		
2	Monthly inspection and servicing of **Industrial Air Compressor** equipment and its ancillaries (Inclusive of travelling, labour and spares)	12	3		
3	Safety File	1	1		
4	**Provisional sum for reactive maintenance**	item			100000
5	**Grand Sub-Total + Provisional Sum) Excl. VAT**				
6	**VAT @ 15**				
7	**Grand Total Carried to Form of Offer**				
Total Amount in words:					

TENDER EVALUATION CRITERIA AND SCORING

The Contractor must have the correct minimum CIDB of 1 ME grading to be considered for further scoring.

Mandatory Requirements

Deliverables	Submitted (Yes / No)
Certified copy of Trade test Certificate as Mechanical Fitter or Electrician or Millwright	

The weighting for Quality and functionality out of 100 sub-points is as follows: The threshold score, below which tenderers are eliminated from further consideration, should be 65.

	Evaluation Criteria	Deliverables	Points	Sub-Criteria	Sub-points	Sub-Points Scoring
1.	Competency and experience of company	Tenderer to demonstrate their project experience by submitting verifiable award letter/purchase orders & corresponding completion certificate for similar projects.	40	Organisation must have verifiable experience on similar projects (**Maintenance, service and/ or Repairs in Industrial Air Compressors**) Bidder must: -Submit verifiable letters of award/purchase orders & corresponding completion certificates for projects relating to **Maintenance, service and/ or Repairs in Industrial Air Compressors**	40	Submission of 3 **award letters/ Purchase order and corresponding completion certificates** for each in **Maintenance, service and/ or Repairs in Industrial Air Compressors**
					30	Submission of 2 **award letters/ Purchase orders and corresponding completion certificates** for each in **Maintenance, service and/ or Repairs in Industrial Air Compressors**
					15	Submission of **1 award letters/ Purchase orders and corresponding completion certificates** for each in **Maintenance, service and/ or Repairs in Industrial Air Compressors**
					0	No or irrelevant submission, does not meet requirement
2.	Tenderers resource structure	Detailed organogram showing **roles and responsibilities** of resources.	10	Submit a detailed organogram showing as a minimum roles and responsibilities of contracts manager, trade tested artisan and technician.	10	Detailed organogram showing roles and responsibilities of **contracts manager, trade tested artisan and technician.**
					0	No or irrelevant submission, does not meet requirement
3.	Resource Experience	Submission of CV's and letter from previous/ current employers stipulating experience of trade tested artisans.	20	Submit CV's and Verifiable Work Experience Letter from previous/ current employers stipulating experience	20	CV plus verifiable work experience letter from the current/previous employer stipulating minimum of **5 years'** experience for an artisan or technician appearing on the organogram.
					10	CV plus verifiable work experience letter from the current/previous employer stipulating minimum of **2 years'** experience for an artisan or technician appearing on the organogram.
4.	Locality	Submission of proof of location (Physical Address of the tenderer's work premises) and the distance away from	30	Submission of proof of verifiable residence. (municipal utility bill, lease agreement, or a letter of confirmation from ward councillor) and google maps image	30	Submission of- 4.1 Verifiable **proof of residence** in the tenderers name (municipal utility bill, lease agreement, or a letter of confirmation from ward councillor) **and**

		site				.2 **Google maps** image showing distance between the tenderer's premises and the site (Regional Laundry Cato Manor) is equal to or less than 30 km.
					15	Submission of- 4.1 Verifiable **proof of residence** in the tenderers name (municipal utility bill, lease agreement, or a letter of confirmation from ward councillor) **and** 4.2 **Google maps** image showing distance between the tenderer's premises and the site (Regional Laundry Cato manor) is between 31 km and 60 km.
					10	Submission of- 4.1 Verifiable proof of residence in the tenderers name (municipal utility bill, lease agreement, or a letter of confirmation from ward councillor) and 4.2 Google maps image showing distance between the tenderer's premises and the site (Regional Laundry Cato manor) is greater than 60km.
					0	No or irrelevant submission, does not meet requirements

Equipment Schedule

Table 1

	Equipment	Make	Model/Serial No.	Type	Quantity
1	Air receiver	Ingersoll-Rand	ILE1517	Screw	1
2	Compressor	Detroit Air	UP5-22-7:5	Screw	2
3	Compressor	Ingersoll - Rand	DB-30	Screw	1
	Total				4

ANNEXURE B:

SERVICE CHECKLISTS

EVALUATION CRITERIA

PROCURING FACILITY	DEPARTMENT OF HEALTH – CENTRAL SUPPLY CHAIN MANAGEMENT (CSCM)
QUOTATION NUMBER	ZNQ/HOH/0253/26-27
QUOTATION DESCRIPTION	12 MONTH CONTRACT: SERVICE, MAINTENANCE & REPAIRS OF INDUSTRIAL AIR COMPRESSOR
BIDDER NAME	

The Department will evaluate quotation received on or before the closing date and time using **Three (3) Stages.** These are peremptory requirements, should the bidder/tenderer fail to comply with any of the stages as stated below, the quotation will be regarded as non-responsive, and will not progress to the final stage of evaluation:

Stage 1: Administrative Compliance and Mandatory Requirements

Stage 2: Functionality

Stage 3: Price and Preference Points System (Specific Goals)

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STAGE 1: ADMINISTRATIVE COMPLIANCE AND MANDATORY REQUIREMENTS

NO.	REQUIREMENTS	INCLUDED IN THE PUBLISHED DOCUMENT?	TO BE RETURNED BY BIDDER?
	ADMINISTRATIVE COMPLIANCE		
1.	PARTICULARS OF QUOTATION	YES	YES
2.	OFFICIAL PRICE PAGE FOR QUOTATIONS OVER R2 000.01	YES	YES
3.	BIDDER'S DISCLOSURE (SBD4)	YES	YES
4.	GENERAL CONDITIONS OF CONTRACT (GCC)	YES	YES
5.	SPECIAL CONDITIONS OF CONTRACT (SCC)	YES	YES
6.	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (SBD 6.1)	YES	YES
7.	COPY OF OFFICIAL COMPANY REGISTRATION DOCUMENTS INCLUDING LIST OF DIRECTORS AND ID NUMBERS OR COMPANY REGISTRATION NUMBER	NO	YES
8.	COPY OF CENTRAL SUPPLIER DATABASE (CSD) REPORT OR CSD NUMBER	NO	YES
9.	A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR SWORN AFFIDAVIT (For EMEs& QSEs).	NO	YES AT CONTRACT MANAGEMENT STAGE
	MANDATORY REQUIREMENTS		
10.	BIDDER FOUND TO HAVE FAILED TO PERFORM ON ANY PREVIOUS CONTRACT WITHOUT ANY ACCEPTABLE REASONS, WILL BE TREATED AS NON-RESPONSIVE, IMMEDIATELY DISQUALIFIED AND NOT PROGRESS TO THE NEXT STAGE OF EVALUATION	NO	NO
11.	SUBMIT PROOF OF ACTIVE REGISTARTION ON CIDB WITH A MINIMUM GRADING OF 1 ME.	NO	YES
12.	CERTIFIED COPY OF TRADE TEST CERTIFICATE FOR MECHANICAL FITTER OR ELECTRICIAN OR MILLWRIGHT	NO	YES

NOTES:

1. The above evaluation criteria relate to administrative and mandatory returnable documents which must be fully completed, signed, initialed, and submitted as directed. The non-compliance or non-submission of returnable documents will be treated as non-responsive, the tender/bid will be disqualified, and will not proceed to the next stage of evaluation.
2. The Department reserves the right to request any additional information from the bidder, relating to the quotation.
3. The Department reserves the right to test validity of registration

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STAGE 2: FUNCTIONALITY

MANDATORY REQUIREMENTS-

Deliverables	Submitted, Yes / No (For office use only)
Certified copy of Trade Test Certificate for Mechanical Fitter or Electrician or Millwright	
The Contractor must have the correct minimum CIDB of 1 ME grading to be considered for further scoring.	

The weighting for Quality and functionality out of 100 sub-points is as follows: The threshold score, below which tenderers are eliminated from further consideration, should be **65**.

	Evaluation Criteria	Deliverables	Points	Sub-Criteria	Sub-points	Sub-Points Scoring
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