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AdvertQuote

KWAZULU-NATAL PROVIN	CĒ	
HEALTH REPUBLIC OF SOUTH AFRICA	Quotation Advert	
Opening Date:	2021-08-13	
Closing Date:	2021-08-20	
Closing Time:	11:00	
INSTITUTION DETAILS		
Institution Name:	Dundee hospital	\subseteq
Province:	KwaZulu-Natal	
Department or Entity:	Department of Health	
Division or section:	Central Supply Chain Management	
Place where goods / services is required	RORKERDRIFT CLINIC	
Date Submitted		é H2
ITEM CATEGORY AND DETAILS		
Quotation Number:	ZNQ: DDE/00207/21-22	
Item Category:	Goods	\vee
Item Description:	SUPPLY AND INSTALL AIR CONDITIONERS 12000 BTU (1) 24000 BTU (1)	
Quantity (if supplies)		
COMPULSORY BRIEFING SESSION /	SITE VISIT	
Select Type:	Not Applicable	igstyle
Date:		210
Time:		
Venue:		:
QUOTES CAN BE COLLECTED FROM:	DOCUMENTS WILL ONLY BE AVAILABLE ON THE SITE VISIT	
QUOTES SHOULD BE DELIVERED TO:	121 MCKENZIE STREET DUNDEE 3000	
ENQUIRIES REGARDING THE ADVE	RT MAY BE DIRECTED TO:	
Name:	NOMASONTO NKOSI	
Email:	nomasonto.nkosi@kznhealth.gov.za	
Contact Number:	034 2181 245	

Finance Manager Name:	MS N.P. ZULU
Finance Manager Signature:	
	No late quotes will be donsi lered

STANDARD QUOTE DOCUMENTATION SUPPLY CHAIN MANAGEMENT OVER R30 000.00 YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: DUNDEE HOSPITAL DATE ADVERTISED: 13/08/2021 E-MAIL ADDRESS: nomasonto.nkosi@kznhealh.gov.za FACSIMILE NUMBER: 034 212 3245 PHYSICAL ADDRESS: 121 MCKENZIE STREET DUNDEE 3000 ZNQ NUMBER: DDE/00207/21-22 DESCRIPTION: SUPPLY AND INSTALL AIR CONDITIONERS CONTRACT PERIOD ONCE OFF VALIDITY PERIOD 60 Days (if applicable) CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO. UNIQUE REGISTRATION REFERENCE DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS) 121 MCKENZIE STREET DUNDEE 3000 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. ALL QUOTES MUST BE SUBMITTED ON THE OFFICIAL FORMS - (NOT TO BE RE-TYPED) THIS QUOTE IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO WILL RESULT IN YOUR QUOTE BEING DISQUALIFIED) NAME OF BIDDER POSTAL ADDRESS STREET ADDRESS TELEPHONE NUMBER CODE......NUMBER......FACSIMILE NUMBER CODENUMBER...... CELLPHONE NUMBER E-MAIL ADDRESS VAT REGISTRATION NUMBER (If VAT vendor) YES NO HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1)

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMES& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

OFFICIAL PRICE PAGE FOR QUOTATIONS	ZNQ NUMBER: DDE/00207/21-22
DESCRIPTION: SUPPLY ND INSTALL AIR CONDITION	IERS
SIGNATURE OF BIDDER	DATE
CAPACITY UNDER WHICH THIS QUOTE IS SIGNED	

Item No	Quantity	Description	Brand &	Country of	Price	
		,	model	manufacture	R	C
		ADVERTISED				
		SUPPLY AND INSTALL AIR CONDITIONERS				
	01	12000 BTU				
	01	24000 BTU				
w						_
						+
						\dashv
						+
		AS PER ATTACHED SPECIFICATION				
						\top
						_
						_
						\dashv
	~					\dashv
						-
						1
		TO BE DONE AT ROCKESDRIFT				
VALUE A	DDED TAX @	15% (Only if VAT Vendor)				

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

Enquiries regarding the <u>quote</u> may be directed to: Contact Person: N.E. NKOSI	
--	--

DECLARATION OF INTEREST

	blood relationship, may make a limited quote or proposal). In viemployed by the state, or to pedeclare his/her position in relation the bidder is employed by the legal person on whose be evaluation and or adjudication on whose behalf the declaration.	pehalf the bidding document is signer on of the quote(s), or where it is know nt acts and persons who are involved	ntion to quote (includes ism, should the resulti hem, it is required tha nority where- d, has a relationship wan that such a relation I with the evaluation ar	s a price quotation, advertise ing quote, or part thereof, be at the bidder or his/her auth with persons/a person who ship exists between the per nd or adjudication of the quo	ed competitive quote, e awarded to persons orised representative are/is involved in the son or persons for or
2.	In order to give effect to the abo	ove, the following questionnaire must	be completed and sub	omitted with the quote.	
2.2.	Identity Number:	ative	2.5. Tax Reference N	umber:	
2.8.	employee / persal numbers mu Are you or any person connect 1. If so, furnish the following parti Name of person / director / trus Name of state institution at whice	tee / shareholder/ member:	ed by the state?	[TICK	APPLICABLE] YES NO
	If you are presently employe in the public sector?	nstitution: d by the state, did you obtain the ap of such authority to the quote docum	propriate authority to u	uculars: Indertake remunerative work	outside employment
(Note: 2.8.: 2.9.	Failure to submit proof of such a 2.2. If no, furnish reas Did you or your spouse, or an state in the previous twelve mo	uthority, where applicable, may resu ons for non-submission of such proo y of the company's directors / trustee	t in the disqualification f:s s / shareholders / mer	mbers or their spouses cond	luct business with the
2.10 2.10 2.11 2.11	Do you, or any person connect may be involved with the evaluation. Are you, or any person connect employed by the state who may be state who may be state who may be state. If so, furnish particulars:	ted with the bidder, have any relation yation and or adjudication of this quo sted with the bidder, aware of any relative y be involved with the evaluation and trustees / shareholders / members or	ship (family, friend, othe? tionship (family, friend) for adjudication of this	ner) with a person employed I, other) between any other be s quote?	YES NO idder and any person YES NO
	or not they are bidding for this 2.1. If so, furnish particulars:	contract?			YES NO
3. NB:	The Department Of Health will to ensure that their details are	tees / members / shareholders. validate details of directors / truste up-to-date and verified on CSD, If to over as non-compliant according to	he Department cannol	t validate the i nformation o	uppliers' responsibility n CSD, the quote will
4	DECLARATION				
	HE UNDERSIGNED (NAM RNISHED IN PARAGRAPH	E) IS 2.		CERTIFY THAT TH	E INFORMATION
	CCEPT THAT THE STATE OVE TO BE FALSE.	MAY REJECT THE QUOTE OF	R ACT AGAINST N	ME SHOULD THIS DEC	LARATION
	ne of bidder	Signature	Position	Date	

"Stale" means -

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

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

SPECIAL CONTRACT CONDITIONS OF QUOTATIONS

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 institution is under no obligation to accept the lowest or any quote.
- 3.2. The price quoted must include VAT (if VAT vendor). However, it must be noted that the department reserves the right to evaluate all quotations excluding VAT as some bidders may not be VAT vendors.
- 3.3. The bidder must ensure the correctness & validity of quote:
 - (i) that the price(s), rate(s) & preference quoted cover all for the worlditem (s) & accept that any mistakes regarding the price (s) & calculations will be at the bidder's risk
- 3.4. 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.
- 3.5. This quotation will be evaluated based on the 80/20 points system, specification & correctness of information. All required documentation must be completed in full and submitted.
- 3,6. Offers must comply strictly with the specification.
- 3.7. Only offers that meet or are greater than the specification will be considered.
- 3.8. Laté quotes will not be considered.
- 3.9. Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.
- 3.10. A bidder not registered on the Central Suppliers Database or verification has failed will not be considered.
- 3.11. All delivery costs must be included in the quote price, for delivery at the prescribed destination.
- 3.12. 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.
- 3.13. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.14. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered. Furthermore a verification will be done to identify if bidders have multiple companies and are quoting (cover-quoting) for this bid. In such instances only the cheapest bid according to specification will be considered.

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

- 4.1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
- 4.2. Under no circumstances whatsoever may the quotation/bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
- 4.3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
- 4.4. Quotation submitted must be complete in all respects.
- 4.5. Any alteration made by the bidder must be initialled.
- 4.6. Use of correcting fluid is prohibited
- 4.7. Quotation will be opened in public as soon as practicable after the closing time of quotation.
- 4.8. Where practical, prices are made public at the time of opening quotations.
- 4.9. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

5. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS

- 5.1. Quotation shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the quotation documents.
- 5.2. Each quotation shall be addressed in accordance with the directives in the quotation documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the quotation number and closing date indicated on the envelope. The envelope shall not contain documents relating to any quotation other than that shown on the envelope. If this provision is not complied with, such quotations/bids may be rejected as being invalid.
- 5.3. All quotations received in sealed envelopes with the relevant quotation numbers on the envelopes are kept unopened in safe custody until the closing time of the quotation/bids. Where, however, a quotation is received open, it shall be sealed. If it is received without a quotation/bid number on the envelope, it shall be opened, the quotation number ascertained, the envelope sealed and the quotation number written on the envelope.
- 5.4. A specific box is provided for the receipt of quotations, and no quotation found in any other box or elsewhere subsequent to the closing date and time of quotation will be considered.

- 5.5. No quotation/bid sent through the post will be considered if it is received after the closing date and time stipulated in the quotation documentation, and proof of posting will not be accepted as proof of delivery.
- 5.6. Quotation documents must not be included in packages containing samples. Such quotations may be rejected as being invalid.

6. SAMPLES

- 6.1. In the case of the quote document stipulating that samples are required, the supplier will be informed in due course when samples should be provided to the institution. (This decreases the time of safety and storage risk that may be incurred by the respective institution). The bidders sample will be retained if such bidder wins the contract.
- (i) If a company/s who has not won the quote requires their samples, they must advise the institution in writing of such.
- (ii) If samples are not collected within three months of close of quote the institution reserves the right to dispose of them at their discretion.
- 6.2. Samples must be made available when requested in writing or if stipulated on the document.
- (i) If a Bidder fails to provide a sample of their product on offer for scrutiny against the set specification when requested, their offer will be rejected. All testing will be for the account of the bidder.

7. COMPULSORY SITE INSPECTION / BRIEFING SESSION

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 (ii) Date	NO take place		
Institution Stamp:	Institution Site Inspection / briefing session Official		
	Full Name:		
	Signature:		
	Date: .,,		

8. STATEMENT OF SUPPLIES AND SERVICES

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

9. SUBMISSION AND COMPLETION OF SBD 6.1

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

10. TAX COMPLIANCE REQUIREMENTS

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

11. TAX INVOICE

- 11.1. A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:
- (i) the name, address and registration number of the supplier;
- (ii) the name and address of the recipient;
- (iii) an individual serialized number and the date upon which the tax invoice is issued;
- (iv) a description and quantity or volume of the goods or services supplied;
- (v) the official department order number issued to the supplier;
- (vi) the value of the supply, the amount of tax charged;
- (vii) the words tax invoice in a prominent place.

12. PATENT RIGHTS

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

13. PENALTIES

- 13.1. If at any time during the contract period, the service provider is unable to perform in a timely manner, the service provider must notify the institution in writing/email of the cause of and the duration of the delay. Upon receipt of the notification, the institution should evaluate the circumstances and, if deemed necessary, the institution may extend the service provider's time for performance.
- 13.2. In the event of delayed performance that extends beyond the delivery period, the institution is entitled to purchase commodities of a similar quantity and quality as a substitution for the outstanding commodities, without terminating the contract, as well as return commodities delivered at a later stage at the service provider's expense.
- 13.3. Alternatively, the institution may elect to terminate the contract and procure the necessary commodities in order to complete the contract. In the event that the contract is terminated the institution may claim damages from the service provider in the form of a penalty. The service provider's performance should be captured on the service provider database in order to determine whether or not the service provider should be awarded any contracts in the future.
- 13.4. If the supplier falls to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance.

14. TERMINATION FOR DEFAULT

- 14.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (i) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract,
- (ii) if the supplier fails to perform any other obligation(s) under the contract; or
- (iii) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 14.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services.
- 14.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 15. FAILURE TO COMPLY WITH ABOVE WILL RESULT IN YOUR QUOTE BEING PASSED OVER.

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all quotes invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all quotes:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2 The value of this quote is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 1.3 Points for this quote shall be awarded for:
 - (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this quote is allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the quote, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a quote is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

$$Ps = 80 \left(1 - \frac{Pt - P\min}{P\min} \right)$$
 Where

Ps

= Points scored for price of bid under consideration

Pl

= Price of bid under consideration

Pmin

Price of lowest acceptable bid

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

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

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

5	RID	DECL	ARATI	ON

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:
- 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1
- 6.1 B-BBEE Status Level of Contributor: =(maximum of 20 points)

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

7.	SUB-CONTRACTING	(Tick applicable box)
7.1	Will any portion of the contract be sub-contracted?	YES NO
7.1.1	If yes, indicate:	
	i) What percentage of the contract will be subcontracted% ii) The name of the sub-contractor	,

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

Designated Group: An EME or QSE which is at last 51% owned by:

QSE

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

9.	DECLARATION WITH REGARD TO COMPANY/FIRM			
9.1	Name (Name of company/firm:		
9.2	VAT re	gistration number:		
9.3	Compa	any registration number:		
9.4	TYPE (OF COMPANY/ FIRM [TICK APPLICABLE BOX	1	
	0 0 0 0	Partnership/Joint Venture / Consortium One person business/sole propriety Close corporation Company (Pty) Limited		
9.5	DESC	RIBE PRINCIPAL BUSINESS ACTIVITIES		
		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
0.6			IV)	
9.6		ANY CLASSIFICATION [TICK APPLICABLE BOMAnufacturer Supplier Professional service provider Other service providers, e.g. transporter, etc.	JA j	
9.7	Total n	umber of years the company/firm has been in bu	siness:	
9.8	the B-E		lo so on behalf of the company/firm, certify that the points claimed, based o graphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm fo	
	i) Ti	he information furnished is true and correct;		
	ii) Ti	he preference points claimed are in accordance	with the General Conditions as indicated in paragraph 1 of this form;	
			ult of points claimed as shown in paragraphs 1.4 and 6.1, the contractor ma itisfaction of the purchaser that the claims are correct;	
		the B-BBEE status level of contributor has been ave not been fulfilled, the purchaser may, in addi	claimed or obtained on a fraudulent basis or any of the conditions of contraction to any other remedy it may have –	
	(a)	disqualify the person from the bidding process	;	
	(b)	recover costs, losses or damages it has incurr	ed or suffered as a result of that person's conduct;	
	(c)	cancel the contract and claim any damages varrangements due to such cancellation;	hich it has suffered as a result of having to make less favourable	
	(d)	who acted on a fraudulent basis, be restricted	shareholders and directors, or only the shareholders and directors by the National Treasury from obtaining business from any organ after the audi alteram partem (hear the other side) rule has been	
	(e)	forward the matter for criminal prosecution.		
	WITN	ESSES	SIGNATURE(S) OF BIDDERS(S)	
	1		DATE:	
	2		ADDRESS	



DIRECTORATE:

Dundee Hospital, 121 Mackenzie Street
Private Bag X2011, Dundee, 3000
2121111 Fax: 034 2182525 Email: Ntombenhle.Zulu@kznhealth.gov.za

Supply Chain Management

DD: Specifications Enquiries: Miss N.P. Zulu 20 May 2021

SUPPLY AND INSTALL AIR CONDITIONERS AS PER SPECIFICATIONS

Scope of work:

> Supply and install Air Conditioning Unit BTU1200

Wall Mounted

> Heating and Cooling

Fixed Air Condition

Size

12000 BTU

Non-Invert

Inverter

Room Size

24 square metres

Variable S

Yes

Variable T

Yes

Colour

White

12000 BTU

Size

Cooling Capacity

3.52 kW, 12,000 Btu/h

Heating Capacity

3.52 kW, 12,000 Btu/h

Compressor Type

Single Rotor

Refrigerant

R410A

41/35/27/19DB(A)+1

Sound Pressure Level

35/28/24DB (A) +1

Power

Cooling - 1095W

Heating - 975W

Cooling Running Current - 5.00A

Heating Running Current – 4.7A

Amperage - 220-240V, Hz

Voltage - 187 - 276V

Fighting Disease, Fighting Poverty, Giving Hope

Power Factor – 95.0%

Circuit Breaker - 15A

> Product Dimensions

Indoor - 837mm(L) x 302mm(W) x 189mm(H)

Outdoor - 717mm(L) x 438mm(W) x 230mm(H)

Product Weight

Indoor - 8.7kg - 10.9kg

Outdoor - 26.4kg - 28.2kg

Packaging: Per Job Specification

Bill of Quantities

		4	
ITEM	DESCRIPTION	LENGTH	QANTITY
NO			
ļ			
1		L	

A) Terms & Conditions:

- 1. The total amount bided amount should be derived from the total cost per day, taking into account travel, time, provision for minor spares and sundries, labour, and goods.
- 2. On completion, the service provider shall submit their invoice together with supporting job sheets and supplier's invoices
- 3. Safety, Health and Environmental Plan Requirements in respect of Project work
- It is required that a project specific Safety, Health and Environmental Plan, for each and every project executed under this
 contract, be submitted by the service provider for approval by the Department's Representative before any work
 commences on site
- Safety, Health, Environmental Plan in respect of service, maintenance and repair work in respect of this work each approved service provider has submitted a SHE plan to the Department, for the prior approval of the Safety Officer. These plans are valid for the entire contract period subject to the service provider being required to submit any amendments arising from any change in their method of work etc.
- Service providers are required to issue an approved SHE plan to all employees, who are in turn required to have the SHE plan available, on site, at all times
- 4. Project Work Quotations and Invoices
- In respect of project work quotations the quoted rates are fixed. Therefore, supporting supplier's invoices are not required to be submitted with the service provider's invoice
- 5. Insurance

- Except if provided otherwise in the contract data, the service provider without limiting his/her obligations in terms of the contract shall before commencement of the task order at his/her own cost effect and maintain the following insurances in the joint name of the employer and the service provider:
 - a) Insurance of the works against damage or physical loss from whatsoever cause arising
 - b) For which the service provider is responsible in terms of the task order
 - c) For a sum insured which shall be the aggregate of (1), the contract price,
 - d) A coupon policy for Special risks Insurance issued by the South African Special risks Insurance Association
- Note: No work will be awarded until such time as the required insurance cover is submitted to Dundee Hospital Bid
 Committee
- Completion period
- The completion period for each particular project shall be stated in each project specification or task order
- 7. Under no circumstances may service providers be allocated, nor shall they undertake, work under cover of this contract, in respect of the service types for which they have not been officially registered, (CIDB)
- Should it be found that service providers are accepting work, under cover of this contract, outside of the service types for which they are registered, (CIDB), then the service providers entire tender award may be terminated
- 8. Reporting On Site
- The Service Provider's representatives and employees are required to report to the Maintenance Supervisor upon arrival and prior to departure from institutions
- Where institutions do not employ a Maintenance Supervisor the service provider shall report to the Administrator or Superintendent or Principal or Official in Charge or his/her second in command
- 9. Job Sheets
- Service providers shall complete the standard job sheet
- In respect of servicing, maintenance and repair work the contractor shall ensure that the following information is endorsed on the job sheet:
 - ✓ Official order number and/or instruction to proceed/reference number
 - ✓ Place from which journey to site starts and knowetres travelled to site
 - ✓ Return journey destination and kilometres travelled
 - ✓ Time of arrival and time of departure from site
 - ✓ Date
 - ✓ Name/s of each artisan/s and assistant/s
 - ✓ Details of work done
 - ✓ Details of spares used
 - Signed and stamped by a responsible official on site. In the event that the responsible official on site is not available to sign the job sheet then the respective Departmental user of the contract shall verify that all information on the job sheet is correct.
- 10. Equipment to Be Provided By the Service Provider
- The service provider shall supply all plant and tools normally required to carry out the type of work tendered for, which shall include portable generators, portable engine-driven welding machines and mobile compressors etc., as applicable
- Where a service provider is required to hire plant or equipment not deemed to form part of his/her normal scope of work, prior approval shall be obtained from the duly appointed Representative
- 11. Accommodation/Storage
- The service provider shall be fully responsible for all arrangements for the accommodation of his/her workmen and for the safe storage of his/her tools, materials and vehicles
- All materials and plant stored on site must be suitably protected against deterioration through any cause whatsoever, including damage or loss by theft or otherwise
- The service provider shall remain fully responsible for all materials and plant etc. until the completed work or has been
 officially accepted by the Department
- 12. Invoice Format and Supporting Documentation
- KINDLY RETURN ALL DOCUMENTATION WHEN REPLYING

- The following information shall be reflected on all invoices:
 - Name of institution/facility or/building
 - Official order number and, where applicable, the appointed representatives reference number
 - Full description of work performed. (In respect of emergency call outs, the time, date and name of the person who called out the Service Provider must be indicated)
 - Detailed list of materials/spare parts used showing prices, service provider's mark-up and subtotal
 - Labour hours performed, rate and subtotal
 - Kilometres travelled and dates, rates and subtotal
 - Subsistence claimed and dates, rates and sub total
 - VAT (at current rate)
 - **Grand Total**
 - Original invoices shall be addressed to the office indicated on the official order form/letter of appointment. The original invoice, supporting documentation, and a duplicate copy thereof, must be submitted to the respective Departmental
 - Only original invoices may be accepted for payment

13. Log Books

- Log books shall be provided in each plantroom. All work carried shall be fully detailed in the applicable log book
- Any disruptions which are deemed to be beyond the service providers control and which result in the service provider's workmen having to leave the site shall be logged in the applicable logbook, and on the service provider's job sheet
- All inspections carried out by Departmental Representatives shall be recorded in the applicable log book

14. Preventive Maintenance Schedules

- Preventive maintenance servicing of plant and equipment shall be carried out in accordance with the maintenance schedules
- Copies must be made by, and at the cost of, the service provider as required of these schedules
- Service providers who are required to carry out preventive maintenance servicing are required to submit to the Department's Representative their planned service itinerary at least one week (7 days) prior to commencing the specified service work

15. Overtime Work

No overtime will be paid in respect of normal wo

16. Sub-Contracting Of Work

- Service providers shall perform the works using their own employees and resources. As such, sub-contract work is restricted to specialist services on and shall be detailed and indicated on quotations and invoices accordingly.
- The main service provider shall be held accountable for any incidences of non-performance, poor workmanship etc, in respect of any work undertaken by his/her sub-contractor
- Service providers shall not subcontract work for which they are directly appointed
- Failure to comply with this clause may result in the termination of the service providers tender award

17. Redundant materials and spare parts

- Redundant materials and spare parts which arise from servicing or emergency and essential repairs must be listed by the service provider and handed over to the responsible official at the institution/facility and a signature obtained therefore
- The service provider is responsible for all redundant materials and spare parts until handed over. No scrap or redundant parts, materials, equipment or plant may be removed from site without the prior written authority of the Department.

18. Final delivery

On expiry of the guarantee period, the Department's Representative will issue the Final Delivery Certificate after satisfying him/herself, at a site meeting held with the service provider that the works are in all respects in sound and proper condition

19. Guarantee Period

- The service provider has unconditionally guaranteed all servicing and repair work (inclusive of parts and components) performed, together with all materials and spare parts (inclusive of electrical components) supplied by him/her for a minimum period of six (6) months from the date of acceptance of the works
- The service provider has unconditionally guaranteed all new, replacement and additional equipment, and installations (inclusive of all electrical components) for a minimum period of twelve (12) months from the date of the First Delivery

- The guarantee covers the performance of the works and any defects due to inferior materials and/or workmanship of the service provider, or any of his/her sub-contractors, fair wear and tear excepted, and the service provider shall repair any such defects without delay and at his/her own cost. This guarantee shall include malfunction, and water, steam, gas, oxygen, oil, or air leaks, and adjustments
- Should any part of the complete works perform unsatisfactorily, so as to become detrimental to its functional use, the service provider shall replace any such part, or the complete works, with equipment as prescribed by the Department, without delay and at his/her own cost
- If any defects are not remedied within the period specified by the Department, the Department shall have such defect repaired, at the risk and cost of the service provider, by another service provider whom the Department deems to be proficient in the work, without prejudice to any rights the Department has against the defaulting service provider
- The Department shall give written notice to the service provider of such instances where he/she appoints another service provider to remedy defects in the works

20. Protection of Hot Work

- Any service provider performing "Hot work" (welding, cutting etc.) must have at least 1 x 9kg DCP extinguisher at hand, the seal of which must be intact, and shall further ensure that no flammable materials or liquids are at risk
- The service provider shall be held liable for any loss or damage, arising from his/her failure to comply with this clause

21. Availability and Response Time To Breakdowns

- The service provider is required to be available twenty-four (24) hours per day, sever (7) days per week, including public holidays, to respond to breakdowns, (after servicing) as and when instructed to do so
- When a service provider is appointed as the responsible service provider at a specific institution/ building/facility for a specific period, the service provider should be advised of the required response time to attend to breakdowns

22. Operation and Maintenance Manuals

- Where new/replacement or additional equipment is installed, the service provider shall hand over, at the completion of the works three (3) copies of the necessary operating and maintenance requirements for all plant and equipment supplied and installed by him/her as part of the works. One copy shall be retained by the Department. One copy shall be kept in the plantroom. One copy shall be handed to the Official in charge of the institution/facility. Each copy of the operating and maintenance manual shall be separately bound, in a plastic covered hard binder, and shall contain the following data:
- Operating and maintenance manual (pro formal contents
 - 1. Scope of work
 - 2. Operating instructions
 - 3. Normal operation
 - 4. Safety measures
 - 5. Fault finding guide
- 23. NOTE: A complete description of all operating procedures and safety measures shall be included in the manual. A basic "Fault Finding Guide" shall also be included
- Equipment information
- Schedule of information
- List of spares and agents
- Design data
- As-commissioned data
- MOTE: A complete schedule of all plant and equipment forming part of the works shall be included in the manual. The schedule shall include but shall not be restricted to the following data:
- Equipment type and model
- Equipment identity number/serial number
- Working load/pressure
- Date of manufacture, testing installation and commissioning
- Country of manufacture
- Manufacturers name and contact address

24. Maintenance requirements

- KZNDPW service schedules
- Manufacturers service recommendations

25, Service Providers Staff

- The successful service provider to have provided proof (with his/her tender) of qualifications in respect of:
- Artisans (Skilled)
- Apprentices (Semi Skilled)
- Assistants (Unskilled)

26. Labour Rates:

Labour rates to be listed as per above

27. Transport Tariffs

These rates are to be included in the pricing

28. Register of Service:

A register of the items serviced to be done and submitted

29. BBBEE Status Level

A status level verification certificate or sworn affidavit (for Exempt Micro Enterprises EMEs) and Qualifying Small Enterprises (QSEs) must be submitted in order to qualify for preference points

30. Certificate of Compliance

- If the bidder submits offers for items that make reference to South African National Standards (SANS) or South African Bureau of Standards (SABS) specifications, a Certificate of Compliance must be submitted with the bid document at the time of closing of the bid. SABS/SANS can be contacted for testing and conformity services at Tel: 031 203 2900/ Fax: 031 203 2907. SANS, SABS AND CKS specifications will be for the account of the prospective bidder.
- Failure to submit the certificate, where applicable, will result in the bid being disqualified. The Department reserves its rights to contact SABS/SANS/CKS for testing and conformity services.
- The South African National Accreditation System (SANAS) is recognized by the South African Government as the single National Accreditation Body that gives formal recognition that Laboratory, Certification Bodies, Inspection Bodies, Proficiency Testing Scheme Providers and Good Laboratory Practice (GLP) test facilities are competent to carry out specific tasks. This organization can be contacted as follows: Tel: 012 3943760: Fax: 012 3940526.
- Prior to an award of the bid being made and or during the evaluation process, the Department of Health reserves the right to conduct inspections of the premises of the most acceptable bidder. Therefore, premises of the bidder shall be open, at reasonable hours, for inspection by a representative of the Department of Health or organization acting on its behalf. Any specification/s and conformity testing will be for the account of the prospective bidder.
- In the event of the bidder not being the actual manufacturer and will be sourcing the product(s) from the manufacturer, a letter from the manufacturer confirming firm supply arrangement(s) including lead times in this regard, must accompany the bid at closing date and time.

31. Contractor's Liability

- In the event of the contract being cancelled by the Province in the exercise of its rights in terms of these conditions, the Contractor shall be liable to pay to the Province any losses sustained and/or additional costs or expenditure incurred as a result of such cancellation, and the Province shall have the right to recover such losses, damages or additional costs by means of set-off from moneys due or which may become due in terms of the contract or any other contract or from guarantee provided for the due fulfilment of the contract and, until such time as the amount of such losses, damages or additional costs have been determined, to retain such moneys or guarantee or any deposit as security for any loss which the Province may suffer or may have suffered.
- The Contractor may be held responsible for any consequential damages and loss sustained which may be caused by any defect, latent or otherwise, in supply or service rendered or if the goods or service as a result of such defect, latent or otherwise, does not conform to any condition or requirement of the contract.
- 32. Certified copy of valid Public Liability Insurance Policy Certificate, letter of intent or quotation from insurance companies
 - 33. Certified Copy of valid Unemployment Insurance Fund Registration Certificate.

34. Penalty Clause

• In the event of the contract is not being completed on the scheduled completion date, a penalty amount of 0.04% of the contract sum will be charged per day for the extra days taken after the scheduled completion date. The amount shall be deducted from outstanding payments

35. Period of Contract

- The contract shall be for a period of 30 Days
- General Terms & Conditions:
- ✓ Please attach a copy of the brochure goods/services which was used to quote for the goods/service to your hid/tender document
- ✓ The SABS / SANS Specification Number is to be listed on your bid/tender document
- ✓ If the details of the goods/services bided on differ from above specifications, please attach a complete specification on the goods/service bided on
- Dundee Hospital reserves the right to request a viewing of the product prior to an order being processed or to get a detailed breakdown of the way the service will be carried out

✓ Samples

- Samples will not be accepted with the closing of the bid document.
- A sample meeting if required will be arranged with selected companies whereby the companies will be invited to forward their samples on a specified date and time.
- Samples must be made available for the sample meeting, Failure to provide a sample upon request will disqualify that particular bided offer
- Samples shall be supplied by the bidder at his/her own cost/risk. Samples must be packaged as per the specification.
- The Dundee Hospital shall not be obliged to pay for such samples.
- Representative samples will be accepted.
- The Dundee Hospital reserves the right not to return such samples and to dispose of them at its discretion.
- Samples must be clearly marked: Item number:
 - Brand Name
 - Name of the Company
 - Bid number
 - > Name of the manufacturer/supplier
 - Description of item
 - > Date of manufacture
- The award of this bid will be based on the sample/brand submitted from a manufacturer based on a letter of undertaking, which is compliant to specification. If, during the contract, the awarded supplier wishes to change the item being supplied, the service provider shall apply to Dundee Hospital in writing, giving reasons why they want to change the product being supplied, which Dundee Hospital shall consider. This process will be subject to the sample being submitted to the technical committee for evaluation and if in order, to the adjudication committee for approval. This will be done via the contract management unit of the Dundee Hospital. If there is a change in the product being supplied, and no prior approval has been granted, the Dundee Hospital reserves its right to cancel the contract.

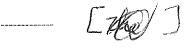
N.B. Failure to clearly mark the samples submitted shall result in the samples not being evaluated and eliminated from Nurther consideration

- ✓ There is to be a minimum guarantee period of 12 months for which a certificate is to be submitted together with the goods/services
- ✓ The date of manufacture of goods bided on, is to be not less than 12 months from date of delivery
- A Material Safety Data Sheet, (If Applicable) is to be submitted with the bid, if applicable
- Please place your company stamp on this the bid document price page and on the specification page and return it with your bid/tender. Failure to do so will invalidate your bid/tender
- Only bidders that fully meet the specifications and all conditions will be considered
- \checkmark Offers must comply strictly with the specification
- \checkmark Offers exceeding specification requirements will be deemed to comply with the specification
- ✓ The quality of services/ supply must not be less than what is specified

- ✓ Suppliers are not allowed to submit more than one bid/tender document for a specific bid/tender. If it is found on the CENTRAL SUPPLIERS DATABASE that two separate companies are registered to the same person. His or her bid/tenders won't be accepted. And if it is found that two or more bids/tenders with different bid prices have been submitted for the same item/service, by the same bidder/tenderer, than his/her bids/tenders won't be accepted
- ✓ The successful bidder is to provide in-house training on the use and maintenance of the goods/services as requested. In the case of equipment, training is to be provided once the unit once the unit is installed (Within 30 days of installation)

Projects:

- ✓ The successful bidder is to submit the following documents with the quote document:
 - 1. Proof of "Liability Insurance"
 - 2. A "Health and Safety Plan" for the said service
- ✓ Health and Safety Requirements
 - It is required that a specific Health and Safety Plan, for the work to be executed under this project, shall be submitted for approval, by the Department's Representative, before any work commences
- ✓ Access to Site
 - > Access for servicing shall be by arrangement with the official in charge on site.
 - No claims arising from the contractor failing to make prior arrangement for access to the site will be entertained.
- ✓ Commencement of Work and Official Order
 - Work shall only commence on receipt, by the service provider, of an official order and when the site hand over certificate is signed
- √ Familiarization with the Site
 - > Tenderers are required to familiarize themselves with the site. Failure to attend the site inspection or to sign the site inspection certificate will disqualify the Tenderer
 - > Claims on the grounds of lack of acknowledge, in such respect, or otherwise, will not be entertained.
- ✓ Co-Ordination
 - The contractor shall co-ordinate the works in liaison with the Department's Representative.
- ✓ Disruptions on Site
 - > The minimum of disruption to the functioning of the site facilities is required.
- ✓ Cleanliness on Site
 - > Due diligence is to be exercised, at all times, in respect of cleanliness in the work area.
- ✓ Guarantee Period
 - The Service Provider shall unconditionally guarantee all servicing and repair work performed together with all materials and spare parts (inclusive of electrical components) supplied by him/her for a minimum period of six (6) months from the date of acceptance of the Works.
 - The Service Provider shall unconditionally guarantee all new, replacement or additional equipment, and installations (inclusive of all electrical components) for a minimum period of twelve (12) months from the date of the First Delivery Certificate.
 - The guarantee shall cover the performance of the Works and any defects due to inferior materials and/or workmanship of the Service Provider, or any of his/her Sub-Contractors, fair wear and tear excepted, and the Service Provider shall repair any such defects without delay and at his/her own cost. This guarantee shall include malfunction, and water exhaust, oil, or air leaks etc. and adjustments.
 - > Should any part of the complete Works perform unsatisfactorily so as to become detrimental to its functional use the service provider shall replace any such part of the complete Works with equipment as prescribed by the Employer without delay and at his/her own cost.
 - If any defects are not remedied within the period specified by the Employer, the Employer shall have such defect repaired at the risk and cost of the Service Provider, by another service provider whom the employer deems to be proficient in the work, without prejudice to any rights the employer has against the defaulting service provider. The Employer will give written notice to the service provider of such instances where he/she appoints another Service Provider to remedy defects in the Works.



N. Dlomo SCM Demand Management 12 Bear Bit

L.C Moodley Maintenance

JUNDEEL HOSPITAL SPECIFICATION



DIRECTORATE:

Dundee Hospital, 121 Mackenzie Street Private Bag X2011, Dundee, 3000 2121111 Fax: 034 2182525 Email: Ntombenhle.Zulu@kznhealth.gov.za

Supply Chain Management

DD: Specifications Enquiries: Miss N.P. Zulu 20 May 2021

SUPPLY AND INSTALL AIR CONDITIONERS AS PER SPECIFICATIONS

Scope of work:

> Supply and install Air Conditioning Unit BTU24000

Size

> Wall Mounted

> Heating and Cooling

Fixed Air Condition

24000BTU Size Inverter Non-Invert

24 square metres Room Size

Yes Variable S Þ Yes Variable T White \nearrow Colour 24000BTU ×

24000Btu/h **Cooling Capacity** 26400 Btu/h **Heating Capacity**

Remote Controll Controller

Cooling: 17-30 c Room temperature Hearting: 0-30 c

Cooling: 18-43 c Ambient temperature

Hearting: -7-24 c

R410A Refrigerant

46/40/35db(A) Sound Pressure Level Cooling - 2600W Power

Heating - 2450W

Cooling Running Current - 11.9.1A

Fighting Disease, Fighting Poverty, Giving Hope

Heating Running Current – 11.27A

Amperage – 50HZ 1PH

Voltage - 220-240V

> Product Dimensions

Indoor - 840mm(W) x 840mm(D) x 205mm(H)

Outdoor - 845mm(W) x 320mm(D) x 700mm(H)

Product Weight

Indoor - 23kg - 27kg

Outdoor - 49.2kg - 52.2kg

Packaging: Per Job Specification

Bill of Quantities

		LENGTH	QANTITY
ITEM	DESCRIPTION	ELIVOITI	3,3,1,1,1
NO			
			ļ

A) Terms & Conditions:

- The total amount bided amount should be derived from the total cost per day, taking into account travel, time, provision for minor spares and sundries, labour, and goods.
- 2. On completion, the service provider shall submit their invoice together with supporting job sheets and supplier's invoices
- 3. Safety, Health and Environmental Plan Requirements in respect of Project work
- It is required that a project specific Safety, Health and Environmental Plan, for each and every project executed under this contract, be submitted by the service provider for approval by the Department's Representative before any work commences on site
- Safety, Health, Environmental Plan in respect of service, maintenance and repair work In respect of this work each approved service provider has submitted a SHE plan to the Department, for the prior approval of the Safety Officer. These plans are valid for the entire contract period subject to the service provider being required to submit any amendments arising from any change in their method of work etc.
- Service providers are required to issue an approved SHE plan to all employees, who are in turn required to have the SHE plan available, on site, at all times
- 4. Project Work Quotations and Invoices
- In respect of project work quotations the quoted rates are fixed. Therefore, supporting supplier's invoices are not required to be submitted with the service provider's invoice

5. Insurance

- Except if provided otherwise in the contract data, the service provider without limiting his/her obligations in terms of the contract shall before commencement of the task order at his/her own cost effect and maintain the following insurances in the joint name of the employer and the service provider:
 - a) Insurance of the works against damage or physical loss from whatsoever cause arising
 - b) For which the service provider is responsible in terms of the task order
 - c) For a sum insured which shall be the aggregate of (1), the contract price,
 - d) A coupon policy for Special risks Insurance issued by the South African Special risks Insurance Association
- Note: No work will be awarded until such time as the required insurance cover is submitted to Dundee Hospital Bid
 Committee
- 6. Completion period
- The completion period for each particular project shall be stated in each project specification or task order
- 7. Under no circumstances may service providers be allocated, nor shall they undertake, work under cover of this contract, in respect of the service types for which they have not been officially registered, (CIDB)
- Should it be found that service providers are accepting work, under cover of this contract, outside of the service types for which they are registered, (CIDB), then the service providers entire tender award may be terminated

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 - ✓ Details of work done
 - ✓ Details of spares used
 - ✓ Signed and stamped by a responsible official on site. In the event that the responsible official on site is not available to sign the job sheet then the respective Departmental user of the contract shall verify that all information on the job sheet is correct

10. Equipment to Be Provided By the Service Provider

- The service provider shall supply all plant and tools normally required to carry out the type of work tendered for, which shall include portable generators, portable engine-driven welding machines and mobile compressors etc., as applicable
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- The service provider shall be fully responsible for all arrangements for the accommodation of his/her workmen and for the safe storage of his/her tools, materials and vehicles
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- Any service provider performing "Hot work" (welding, cutting etc.) must have at least 1 x 9kg DEP extinguisher at hand, the seal of which must be intact, and shall further ensure that no flammable materials or liquids are at risk
- The service provider shall be held liable for any loss or damage, arising from his/her failure to comply with this clause

21. Availability and Response Time To Breakdowns

- The service provider is required to be available twenty-four (24) hours per day, seven (7) days per week, including public holidays, to respond to breakdowns, (after servicing) as and when instructed to do so
- When a service provider is appointed as the responsible service provider at a specific institution/ building/facility for a specific period, the service provider should be advised of the required response time to attend to breakdowns

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- Operating and maintenance manual (pro forma) contents
 - 1. Scope of work
 - 2. Operating instructions
 - 3. Normal operation
 - 4. Safety measures
 - 5. Fault finding guide
- 23. NOTE: A complete description of all operating procedures and safety measures shall be included in the manual. A basic "Fault Finding Guide" shall also be included
- Equipment information
- Schedule of information
- List of spares and agents
- Design data
- As-commissioned data
- NOTE: A complete schedule of all plant and equipment forming part of the works shall be included in the manual. The schedule shall include but shall not be restricted to the following data:
- Equipment type and model
- Equipment identity number/serial number
- Working load/pressure
- Date of manufacture, testing installation and commissioning
- Country of manufacture
- Manufacturers name and contact address

24. Maintenance requirements

- KZNDPW service schedules
- Manufacturers service recommendations

25. Service Providers Staff

- The successful service provider to have provided proof (with his/her tender) of qualifications in respect of:
- ✓ Artisans (Skilled)
- ✓ Apprentices (Semi Skilled)
- ✓ Assistants –(Unskilled)

26. Labour Rates:

• Labour rates to be listed as per above

27. Transport Tariffs

These rates are to be included in the pricing

28. Register of Service:

A register of the items serviced to be done and submitted

29. BBBEE Status Level

• A status level verification certificate or sworn affidavit (for Exempt Micro Enterprises (EMEs) and Qualifying Small Enterprises (QSEs) must be submitted in order to qualify for preference points

30. Certificate of Compliance

- If the bidder submits offers for items that make reference to South African National Standards (SANS) or South African Bureau of Standards (SABS) specifications, a Certificate of Compliance must be submitted with the bid document at the time of closing of the bid. SABS/SANS can be contacted for testing and conformity services at Tel: 031 203 2900/ Fax: 031 203 2907. SANS, SABS AND CKS specifications will be for the account of the prospective bidder.
- Failure to submit the certificate, where applicable, will result in the bid being disqualified. The Department reserves its rights to contact SABS/SANS/CKS for testing and conformity services.
- The South African National Accreditation System (SANAS) is recognized by the South African Government as the single National Accreditation Body that gives formal recognition that Laboratory, Certification Bodies, Inspection Bodies, Proficiency Testing Scheme Providers and Good Laboratory Practice (GLP) test facilities are competent to carry out specific tasks. This organization can be contacted as follows: Tel: 012 3943760: Fax: 012 3940526.
- Prior to an award of the bid being made and/or during the evaluation process, the Department of Health reserves the right to conduct inspections of the promises of the most acceptable bidder. Therefore, premises of the bidder shall be open, at reasonable hours, for inspection by a representative of the Department of Health or organization acting on its behalf.
- Any specification/s and conformity testing will be for the account of the prospective bidder.
- In the event of the bidder not being the actual manufacturer and will be sourcing the product(s) from the manufacturer, a letter from the manufacturer confirming firm supply arrangement(s) including lead times in this regard, must accompany the bid at closing date and time.

31. Contractor's Liability

- In the event of the contract being cancelled by the Province in the exercise of its rights in terms of these conditions, the Contractor shall be liable to pay to the Province any losses sustained and/or additional costs or expenditure incurred as a result of such cancellation, and the Province shall have the right to recover such losses, damages or additional costs by means of set-off from moneys due or which may become due in terms of the contract or any other contract or from guarantee provided for the due fulfilment of the contract and, until such time as the amount of such losses, damages or additional costs have been determined, to retain such moneys or guarantee or any deposit as security for any loss which the Province may suffer or may have suffered.
- The Contractor may be held responsible for any consequential damages and loss sustained which may be caused by any
 defect, latent or otherwise, in supply or service rendered or if the goods or service as a result of such defect, latent or
 otherwise, does not conform to any condition or requirement of the contract.
- 32. Certified copy of valid Public Liability Insurance Policy Certificate, letter of intent or quotation from insurance companies

33. Certified Copy of valid Unemployment Insurance Fund Registration Certificate.

34. Penalty Clause

In the event of the contract is not being completed on the scheduled completion date, a penalty amount of 0.04% of
the contract sum will be charged per day for the extra days taken after the scheduled completion date. The amount
shall be deducted from outstanding payments

35. Period of Contract

- The contract shall be for a period of 30 Days
- General Terms & Conditions:
- ✓ Please attach a copy of the brochure goods/services which was used to quote for the goods/service to your bid/tender document
- ✓ The SABS / SANS Specification Number is to be listed on your bid/tender document
- ✓ If the details of the goods/services bided on differ from above specifications, please attach a complete specification on the goods/service bided on
- ✓ Dundee Hospital reserves the right to request a viewing of the product prior to an order being processed or to get a detailed breakdown of the way the service will be carried out

✓ Samples

- Samples will not be accepted with the closing of the bid document
- A sample meeting if required will be arranged with selected companies whereby the companies will be invited to forward their samples on a specified date and time.
- Samples must be made available for the sample meeting, Failure to provide a sample upon request will disqualify that particular bided offer
- Samples shall be supplied by the bidder at his/her own cost/risk. Samples must be packaged as per the specification.
- The Dundee Hospital shall not be obliged to pay for such samples.
- Representative samples will be accepted.
- The Dundee Hospital reserves the right not to return such samples and to dispose of them at its discretion.
- Samples must be clearly marked: Item numbers
 - > Brand Name
 - Name of the Company
 - Bid number
 - > Name of the manufacturer/supplier
 - Description of item
 - Date of manufacture
- The award of this big will be based on the sample/brand submitted from a manufacturer based on a letter of undertaking, which is combiant to specification. If, during the contract, the awarded supplier wishes to change the item being supplied, the service provider shall apply to Dundee Hospital in writing, giving reasons why they want to change the product being supplied, which Dundee Hospital shall consider. This process will be subject to the sample being submitted to the technical committee for evaluation and if in order, to the adjudication committee for approval. This will be done via the contract management unit of the Dundee Hospital. If there is a change in the product being supplied, and no prior approval has been granted, the Dundee Hospital reserves its right to cancel the contract.

N.B failure to clearly mark the samples submitted shall result in the samples not being evaluated and eliminated from further consideration

- ✓ There is to be a minimum guarantee period of 12 months for which a certificate is to be submitted together with the goods/services
- ✓ The date of manufacture of goods bided on, is to be not less than 12 months from date of delivery.
- ✓ A Material Safety Data Sheet, (If Applicable) is to be submitted with the bid, if applicable
- ✓ Please place your company stamp on this the bid document price page and on the specification page and return it with your bid/tender. Failure to do so will invalidate your bid/tender
- ✓ Only bidders that fully meet the specifications and all conditions will be considered
- ✓ Offers must comply strictly with the specification

- ✓ Offers exceeding specification requirements will be deemed to comply with the specification.
- ✓ The quality of services/ supply must not be less than what is specified.
- ✓ Suppliers are not allowed to submit more than one bid/tender document for a specific bid/tender. If it is found on the CENTRAL SUPPLIERS DATABASE that two separate companies are registered to the same person. His or her bid/tenders won't be accepted. And if it is found that two or more bids/tenders with different bid prices have been submitted for the same item/service, by the same bidder/tenderer, than his/her bids/tenders won't be accepted
- ✓ The successful bidder is to provide in-house training on the use and maintenance of the goods/services as requested. In the case of equipment, training is to be provided once the unit once the unit is installed (Within 30 days of installation)

Projects:

- ✓ The successful bidder is to submit the following documents with the quote document:
 - 1. Proof of "Liability Insurance"
 - 2. A "Health and Safety Plan" for the said service
- ✓ Health and Safety Requirements
 - > It is required that a specific Health and Safety Plan, for the work to be executed under this project, shall be submitted for approval, by the Department's Representative, before any work commences
- ✓ Access to Site
 - > Access for servicing shall be by arrangement with the official in charge on site
 - > No claims arising from the contractor failing to make prior arrangement for access to the site will be entertained.
- ✓ Commencement of Work and Official Order
 - Work shall only commence on receipt, by the service provider, of an official order and when the site hand over certificate is signed
- ✓ Familiarization with the Site
 - > Tenderers are required to familiarize themselves with the site. Failure to attend the site inspection or to sign the site inspection certificate will disqualify the Tenderer
 - Claims on the grounds of lack of acknowledge, in such respect, or otherwise, will not be entertained.
- ✓ Co-Ordination
 - > The contractor shall co-ordinate the works in liaison with the Department's Representative.
- ✓ Disruptions on Site
 - > The minimum of disruption to the functioning of the site facilities is required.
- ✓ Cleanliness on Site
 - > Due diligence is to be exercised, at all times, in respect of cleanliness in the work area.
- ✓ Guarantee Period
 - > The Service Provider shall unconditionally guarantee all servicing and repair work performed together with all materials and spare parts (inclusive of electrical components) supplied by him/her for a minimum period of six (6) months from the date of acceptance of the Works.
 - The Service Provider shall unconditionally guarantee all new, replacement or additional equipment, and installations (inclusive of all electrical components) for a minimum period of twelve (12) months from the date of the First Delivery Certificate.
 - > The guarantee shall cover the performance of the Works and any defects due to inferior materials and/or workmanship of the Service Provider, or any of his/her Sub-Contractors, fair wear and tear excepted, and the Service Provider shall repair any such defects without delay and at his/her own cost. This guarantee shall include malfunction, and water exhaust, oil, or air leaks etc. and adjustments.
 - > Should any part of the complete Works perform unsatisfactorily so as to become detrimental to its functional use the service provider shall replace any such part of the complete Works with equipment as prescribed by the Employer without delay and at his/her own cost.

If any defects are not remedied within the period specified by the Employer, the Employer shall have such defect repaired at the risk and cost of the Service Provider, by another service provider whom the employer deems to be proficient in the work, without

prejudice to any rights the employer has against the defaulting service provider. The Employer will give written notice to the service provider of such instances where he/she appoints another Service Provider to remedy defects in the Works

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