

SharePoint

Nxumalo Lindelwa ▾ ?



# KZN Health Intranet

KZN HEALTH

Search this site



HOME CORPORATE INFORMATION COMPONENTS DIRECTORY DISTRICT OFFICES HEALTH FACILITIES

KZN Health &gt; Components &gt; Supply Chain Management

AdvertQuote



## Quotation Advert

Opening Date: 2022-01-12

Closing Date: 2022-01-21

Closing Time: 11:00

### INSTITUTION DETAILS

Institution Name: East Boom CHC

Province: KwaZulu-Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required: Masons clinic

Date Submitted: 2022-01-07

### ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ:  
ESB 288/22

Item Category: Services

Item Description: CARRY OUT REPLACEMENT TO THE CONDEMNED AIRCONDITIONER UNIT IN ROOM 08 AND 09 MASONS CLINIC.

Quantity (if supplies): 02 UNITS

### COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Compulsory Briefing Session

Date: 2022-01-17

Time: 11:00

Venue: EAST BOOM CHC (Boom street side) patients waiting area shelter

QUOTES CAN BE COLLECTED FROM: Quotes attached with advert

QUOTES SHOULD BE DELIVERED TO: 541 Boom street, Quotation box next to security office OR Email: [Quotations.EastBoom@kznhealth.gov.za](mailto:Quotations.EastBoom@kznhealth.gov.za)

### ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

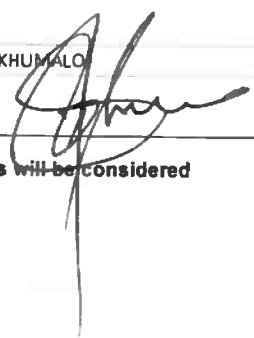
Name: Lindelwa Nxumalo

Email:

Contact Number: 033 264 4936

Finance Manager Name:

MR J.D KHUMALO



**Finance Manager Signature:**

**No late quotes will be considered**

Print this page





## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to quote (includes a price quotation, advertised competitive quote, limited quote or proposal). In view of possible allegations of favouritism, should the resulting quote, or part thereof, be awarded to persons employed by the state or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
- the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the quote(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the quote.

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

2.1. Full Name of bidder/representative.....

2.2. Identity Number: ..... 2.4. Company Registration Number: .....

2.3. Position occupied in the Company (director, trustee, shareholder\*): ..... 2.5. Tax Reference Number: .....

2.6. VAT Registration Number: .....

2.7. The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below. [TICK APPLICABLE]

2.8. Are you or any person connected with the bidder presently employed by the state?

YES  NO

2.8.1. If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....

Name of state institution at which you or the person connected to the bidder is employed:.....

Position occupied in the state institution: ..... Any other particulars:.....

2.8.2. If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

YES  NO

2.8.2.1. If yes, did you attach proof of such authority to the quote document?

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

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

2.9. Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

YES  NO

2.9.1. If so, furnish particulars:.....

2.10. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this quote?

YES  NO

2.10.1. If so, furnish particulars:.....

2.11. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this quote?

YES  NO

2.11.1. If so, furnish particulars:.....

2.12. Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES  NO

2.12.1. If so, furnish particulars:.....

### 3. Full details of directors / trustees / members / shareholders.

NB: The Department Of Health will validate details of directors / trustees / members / shareholders on CSD. It is the suppliers' responsibility to ensure that their details are up-to-date and verified on CSD. If the Department cannot validate the information on CSD, the quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.

### 4 DECLARATION

I, THE UNDERSIGNED (NAME).....CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.

I ACCEPT THAT THE STATE MAY REJECT THE QUOTE OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

Name of bidder ..... Signature ..... Position ..... Date .....

<sup>1</sup>"State" means -

a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);

b) any municipality or municipal entity;

c) provincial legislature;

d) national Assembly or the national Council of provinces; or

e) Parliament.

\*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 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 OF THIS QUOTATION.**
- 3.4. 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.
- 3.5. 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.*
- 3.6. 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.
- 3.7. This quotation will be evaluated based on the 80/20 points system, specification, correctness of information and/or functionality criteria. All required documentation must be completed in full and submitted.
- 3.8. Offers must comply strictly with the specification.
- 3.9. Only offers that meet or are greater than the specification will be considered.
- 3.10. Late offers will not be considered.
- 3.11. Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.
- 3.12. Used/ second-hand products will not be accepted.
- 3.13. A bidder not registered on the Central Suppliers Database or whose verification has failed will not be considered.
- 3.14. All delivery costs must be included in the quoted price for delivery at the prescribed destination.
- 3.15. 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.
- 3.16. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.17. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered.
- 3.18. Verification will be conducted to identify if bidders have multiple companies and are cover-quoting for this bid.
- 3.19. In such instances, the Department reserves the right to immediately disqualify such bidders as cover-quoting is an offence that represents both corruption and acquisition fraud.

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

- 4.1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
- 4.2. Under no circumstances whatsoever may the quotation/bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
- 4.3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
- 4.4. Quotations submitted must be complete in all respects. However, where it is identified that information in a bidder's response is incomplete in any respect, the said supplier meets all specification requirements and is lowest to quote, the Department reserves the right to request the bidder to complete/submit such information.
- 4.5. Any alteration made by the bidder must be initialled; failure to do so may render the response invalid.
- 4.6. Use of correcting fluid is prohibited and may render the response invalid.
- 4.7. Quotations will be opened in public as soon as practicable after the closing time of quotation.
- 4.8. Where practical, prices are made public at the time of opening quotations.
- 4.9. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
- 4.10. The Department is under no obligation to pay suppliers in part for work done if the supplier can no longer for fulfil their obligation.

**5. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS**

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

**6. SAMPLES**

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

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

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

- (i) The institution has determined that a compulsory site meeting  take place
- (ii) Date  Time  Place

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

**8. STATEMENT OF SUPPLIES AND SERVICES**

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

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

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

**10. TAX COMPLIANCE REQUIREMENTS**

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

## 11. TAX INVOICE

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

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

## 12. PATENT RIGHTS

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

## 13. PENALTIES

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

## 14. TERMINATION FOR DEFAULT

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

## 15. 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
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	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:

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

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

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

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

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

**5. BID DECLARATION**

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

**6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 B-BBEE Status Level of Contributor: = .....(maximum of 20 points)

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

**7. SUB-CONTRACTING applicable box)**

(Tick

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1 Will any portion of the contract be sub-contracted?

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....

**8. Whether the sub-contractor is an EME or QSE**

(Tick applicable box)

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

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>
Black people with disabilities	<input type="checkbox"/>	<input type="checkbox"/>
Black people living in rural or underdeveloped areas or townships	<input type="checkbox"/>	<input type="checkbox"/>
Cooperative owned by black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are military veterans	<input type="checkbox"/>	<input type="checkbox"/>
OR		
Any EME	<input type="checkbox"/>	<input type="checkbox"/>

Any QSE		
---------	--	--

**9. DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

**9.4 TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]**

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

**9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
 .....

**9.6 COMPANY CLASSIFICATION [TICK APPLICABLE BOX]**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

9.7 Total number of years the company/firm has been in business:.....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

<b>WITNESSES</b>	
1.	.....
2.	.....

..... <b>SIGNATURE(S) OF BIDDERS(S)</b>
DATE: .....
ADDRESS..... ..... .....



Quote Number: ZNQ

Item Description: Carry out replacement of the condemned airconditioning units in room 08 and room 09

Department/Section: Masons Clinic

Purpose of Item: INFRASTRUCTURE MAINTENANCE CAT A

1. Pre-qualification criteria if any:

1.1. Is the Item required to have a regulatory body certification (e.g. SABS, SANS, SANAS, ISO, CIDB, etc.)? Yes / No:

Regulatory Body / certification required if Yes:

- AN ATTACHED TO THE BID COPY OF A VALID MINIMUM CIDB GRADE: 1ME.
- A VALID CERTIFIED COPY OF REGISTRATION WITH SARACCA MUST BE ATTACHED WITH THE BID.

1.2. Is a compulsory site inspection / briefing session required? Yes / No

1.3. Is local production and content part of the quote? Yes / No

if Yes, specify: \_\_\_\_\_

1.4. Provisions of section 4(1)(a) of the PPPFA Regulations,2017 if applicable? Yes / No

if Yes, specify: \_\_\_\_\_

1.5. Liability Cover insurance? Yes / No

if Yes, specify: A VALID STAMPED BY THE DEPARTMENT OF LABOUR LETTER OF GOOD STANDING MUST BE ATTACHED TO THE BID.

2. What is the specification of the required item?

PROVINCE OF KWAZULU-NATAL  
DEPARTMENT OF HEALTH

ZNQ

Carry out replacement of the condemned airconditioning units in room 08 and room 09 at Masons Clinic

1. PROJECT SPECIFICATIONS

1.1 SCOPE OF CONTRACT

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

1.2 CONTRACT DRAWINGS

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

Drawing Nr: Nil

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

1.3 CONDITIONS OF CONTRACT AND PRELIMINARIES

1.3.1 PERIOD OF CONTRACT

*One (1) calendar Week* as the Contract Period for the completion of the Work from date of Site handover.

1.3.2 CONTRACT GUARANTEE:

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

Name of End-user (in full)	Mr T Mkhize	Name of SCM Rep (in full)	Mr A Simboo
Designation / Rank (in full)	Artisan Foreman	Designation/ Rank (in full)	SMO
Signature		Signature	
Date	30/09/2021	Date	30/09/2021



# END-USER SPECIFICATION FORM

## 1.3.3 GUARANTEE PERIOD

The guarantee period for the completion of the **Airconditioning Installation** work indicated above and all materials must be a minimum of Twelve (12) Calendar Months from the date of final delivery.

## 1.3.4 PENALTY FOR NON-COMPLETION

Penalties at the rate of 7% of the contract value per day shall apply.

## 1.3.5 DEFAULT BY CONTRACTOR

Penalties at the rate of 7% of the contract value per day shall apply.

## 1.3.6 SITE AND MODE OF PROCEDURE

The work contained in this contract will be carried out on the site of the existing **Masons Clinic**. The Contractor is advised that the existing premises will be occupied throughout the period of the contract, and that the minimum amount of disruption to services is of the utmost importance.

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

The installation must be to the satisfaction of the Kwazulu- Natal Department of Health.

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

## 1.3.7 SATISFACTORY INSTALLATION

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

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

## 1.3.8 CERTIFICATE OF COMPLIANCE

On completion of the service, a copy of the "Certificate of Compliance for Electrical Installation" must be submitted to the project leader for Health: KwaZulu Natal Umgungundlovu district East Boom CHC.

## 1.3.9 GENERAL

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

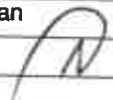

## 2. TECHNICAL SPECIFICATION

### 2.1 GENERAL

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

#### 2.1.1 SCOPE

The work to be carried out under this contract includes the supply, delivery, installation, connecting, testing, energising and leaving in service condition to the satisfaction of the project leader for Health – KwaZulu – Natal.

Name of End-user (in full)	Mr T Mkhize	Name of SCM Rep (in full)	Mr A Simboo
Designation / Rank (in full)	Artisan Foreman	Designation/ Rank (in full)	SMO
Signature		Signature	
Date	30/09/2021	Date	30/09/2021

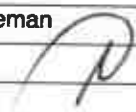
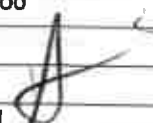


# END-USER SPECIFICATION FORM

## 2.1.2 WORK TO BE CARRIED OUT

Supply and install:

- New quality and durable SABS approved inverter type 12000btu mid wall split type airconditioning units including interconnecting refrigerant pipes, insulation, galvanised cantilever brackets and fixing bolts and nuts.
- New 6mm white poly carbonate sheeting laser cut to size as per specification.

Name of End-user (in full)	Mr T Mkhize	Name of SCM Rep (in full)	Mr A Simboo
Designation / Rank (in full)	Artisan Foreman	Designation/ Rank (in full)	SMO
Signature		Signature	
Date	30/09/2021	Date	30/09/2021



# END-USER SPECIFICATION FORM

**PROVINCE OF KWAZULU-NATAL  
 DEPARTMENT OF HEALTH**

**3. SCHEDULE OF RATES**

**PREAMBLE TO SCHEDULE OF RATES**

**Items and Pricing**

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

**Tax and Duties**

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

**Rates**

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

Name of End-user (in full)	Mr T Mkhize	Name of SCM Rep (in full)	Mr A Simboo
Designation / Rank (in full)	Artisan Foreman	Designation/ Rank (in full)	SMO
Signature		Signature	
Date	30/09/2021	Date	30/09/2021



## 3.1 SCHEDULE OF RATES

### WORK TO BE DONE AND SCHEDULE OF RATES:

Item	DESCRIPTION	UNIT	QTY	RATE/ UNIT		TOTAL	
				R	c	R	c
	<b>NOTE:</b>  All rates for items contained in this Schedule of Prices must be computed <b>excluding</b> the applicable Sales Tax. The Administration reserves the right to Negotiate prices in the Bill of Quantities.						
	<b>Carry out replacement of the condemned airconditioning units in room 08 and room 09 at Masons Clinic</b>						
	<b>NOTES:</b>  a) All rates quoted shall be inclusive of transport, labour and profit. b) The Tenderer is advised that the buildings are Occupied and interruptions to the electrical installation must be kept to an absolute minimum. c) Where item quantity is provisional, it is subject to re-measure before or during or post installation.						
	<b>PROPRIETARY ARTICLES:</b>  All equipment and material used in this contract is to be that which is <b>specified</b> or other <b>approved</b> .						
1)	Supply, install and commission quality and durable SABS approved "Samsung" or other approved by the department of health mid-wall split type airconditioning unit of 12000BTU including remote controls, manuals, insulated refrigerant interconnecting pipes, communication cables, galvanised mounting brackets, 10mm threaded bar with washers and nuts. The outside condensing unit must be mounted and any vibrations during operation must be mitigated, The new airconditioning unit must have a minimum 12month manufacturer guarantee. Final position to be determined on site.	No	2				
2)	Allow to connect electrical power supply into the existing electrical power supply isolators.	Item					
3)	Allow to remove the existing window wall type airconditioning unit, supply and install 6mm poly carbonate sheeting laser cut to size over lapping the interior opening of the window wall unit and must be secured with 4 x 8/20 self-tapping screws on each side.	No	2				
<b>Carried To Collection Summary</b>		<b>PS 1</b>			<b>R</b>		

Name of End-user (in full)	Mr T Mkhize	Name of SCM Rep (in full)	Mr A Simboo
Designation / Rank (in full)	Artisan Foreman	Designation/ Rank (in full)	SMO
Signature		Signature	
Date	30/09/2021	Date	30/09/2021



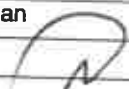
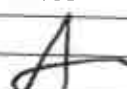
### COLLECTION SUMMARY

**Carry out replacement of the condemned airconditioning units in room 08 and room 09 at Masons Clinic**

**NOTE:**

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

Collection Summary      PS 1	R		
SUB-TOTAL "A"	R		
ADD Provision for Value Added Tax Allow 15% of SUB-TOTAL "A"	R		
<b><u>TOTAL: CARRIED TO TENDER FORM</u></b>	R		

Name of End-user (in full)	Mr T Mkhize	Name of SCM Rep (in full)	Mr A Simboo
Designation / Rank (in full)	Artisan Foreman	Designation/ Rank (in full)	SMO
Signature		Signature	
Date	30/09/2021	Date	30/09/2021



# END-USER SPECIFICATION FORM

3. Does a sample need to be submitted? Yes / No (select option 3.1 or 3.2)

3.1. Deadline for submission if Yes: Date    Time  :  Place

or

3.2. Specify that samples must be made available when requested in writing. Yes  or No

4. Penalties to be noted by the suppliers:

4.1. 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.

5. What is the evaluation criteria / special terms and conditions to be advertised?

List evaluation criteria / special terms and conditions to be advertised (if applicable)	
1. Pre-qualification criteria	Does the offer meet the pre-qualification criteria?
2. Administrative	Does the offer comply to stipulated administrative requirements?
3. Conformance:	Was the product made or service performed to specifications?
4. Performance:	Will/does the product/service fulfil its performance obligation, in a manner that releases the supplier from all liabilities under the contract?
5. Features:	What characteristics does the product or service have?
6. Reliability:	How long can a product go between failures and the need for maintenance? (guarantee)
7. Durability:	What is the useful life for the product? How will the product hold up under extended use?
8. Serviceability:	How easy is it to repair, maintain or support the product or service? (customer support)
9. Ability & Capacity	The ability and capacity of the vendor to execute the contract
10. Preference points	Preferential Procurement System (80/20) if applicable

Name of End-user (in full)	Mr T Mkhize	Name of SCM Rep (in full)	Mr A Simboo
Designation / Rank (in full)	Artisan Foreman	Designation/ Rank (in full)	SMO
Signature		Signature	
Date	30/09/2021	Date	30/09/2021