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AdvertQuote

KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

Quotation Advert

Opening Date: 2022-07-29

Closing Date: 2022-08-18

Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: KwaMagwaza hospital

Province: KwaZulu-Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required: KwaMagwaza Hospital

Date Submitted: 2022-07-29

ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ: KMG 51-22-23

Item Category: Services

Item Description: Installa of perimeter lights at KwaMagwaza Hospital
Requirements:CIDB grading:1EB/1EP or above

Quantity (if supplies)

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Compulsory Briefing Session

Date : 2022-08-11

Time: 11h00

Venue:

QUOTES CAN BE COLLECTED FROM: From SCM office at KwaMagwaza Hospital

QUOTES SHOULD BE DELIVERED TO: KwaMagwaza Hospital Main gate tender box

ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name: Thoba Zulu

Email: thoba.zulu@kznhealth.gov.za

Contact Number: 035 450 8258

Finance Manager Name:

Mr B.S.Mbokazi

Finance Manager Signature:



No late quotes will be considered



health

Department:
Health
PROVINCE OF KWAZULU-NATAL

St Mary's KwaMagwaza Hospital , Magwaza Road (8-9 KM)
Private Bag X 808 Melmoth 3835
Tel.: 035 450 8258 /450 8248, Fax.: 035 450 8253
Email.: andile.shandu@kznhealth.gov.za
Email.:Thoba.zulu@kznhealth.gov.za
www.kznhealth.gov.za

St Mary's KwaMagwaza Hospital
Supply Chain Management

Enquiries: SCM Office
Date: 28 July 2022
Tel. no.: 035 450 8248
Ref. no.: KMG 51-22-23

INVITATION TO QUOTE

ATT: SERVICE PROVIDER
FROM: KWAMAGWAZA HOSPITAL
RE: INSTALLATION OF PERIMETER LIGHTS AT KWAMAGWAZA HOSPITAL

You are cordially requested to give all-inclusive quotation for the above mentioned item:

NO.	ITEM DESCRIPTION	QUANTITY	COMPLIANT TO SPECIFICATION	
			YES	NO
1.	Installation of perimeter lights at KwaMagwaza Hospital	10 lights		

SCM REQUIRED DOCUMENTS TO BE ATTACHED

DOCUMENTS REQUIRED	YES	NO
1.BBBEE Certificate		
2.CIDB grading 1EB/1EP or above		
3.Proof of trade tested electrician		
4. CV-illustrating similar experience on cable termination, laying and stret/perimeter lighting installation or acceptable electrical experience for trade tested person.		

TO BE SIGNED BY THE SUPPLIER UPON COMPLETION:

I, the undersigned (**initial and surname**): _____

Certify that the information furnished above is correct. I also accept that this information will be used in the evaluation process and that my bid/quote may be rejected or accepted based on the information I furnished.

Signature: _____ **Position:** _____ **Date:** _____

SUPPLIER COMPANY STAMP:



-
- KINDLY RETURN ALL DOCUMENTATION WHEN REPLYING

DEPARTMENT OF HEALTH

PROVINCE OF KWAZULU-NATAL

INSTALLATION OF PERIMETER LIGHTING AT KWAMAGWAZA HOSPITAL

ZNQ- KMG 51-22-23

Project Leader: Ms Shange

Telephone No: 035 450 8312

Email: Nokuthula.Qwabe@kznhealth.gov.za

TECHNICAL SPECIFICATION

1. GENERAL TECHNICAL SPECIFICATION

- The technical specification is used for bid purposes. The clarifications will be discussed during the site briefing.
- A detailed test report and certificate of compliance (COC) of the installation to be submitted upon completion.
- Cable route drawings and cable markers to be provided.
- The scope of work and specifications is specific to KwaMagwaza Hospital.
- No work can commence without prior authorisation by the Facility Manager.
- A kick off meeting is compulsory and the bidder who will be awarded the job must notify the facility and the Engineer in charge of the start date so that a kick off meeting can be scheduled and conducted before the work start date.

2. STANDARDS

The cable shall be of the cross linked polyethylene (XLPE) insulated type in conformity with SANS 1339, SANS 1507-4 and NRS 013

Conductor size: As required for Design Specifications and in accordance with SANS 10198-2 and SANS 10198-4

Conductor material: Stranded copper

Insulation: XLPE in accordance with SANS 1411-4

Number of cores: 4

The South African National Standards Wiring Code – SANS 10142-1:2006

Occupational Health and Safety Act and Regulations (85 of 1993)

Energy Code of Conduct for all Government Buildings Rev 3

National Building Regulations and the SABS 0400: 1990 Code of Practice for the Application of the National Building Regulations.

South African Bureau of Standards 0292 – Earthing of low-voltage (LV) distribution systems

The cable terminations shall be terminated using heat shrink type, where appropriate, approved cables by the engineer in accordance with NRS 013. Terminations shall be suitable for terminating the cable at terminals on switchgear and transformers positioned outdoor and indoor, and on overhead lines.

The terminations shall be supplied in kit form complete with gland. All stress relieving field guide and insulating materials as well as boots and sleeves for obtaining a complete installation.

The following standards shall be adhered to:

SANS 10198-11: Jointing and termination of screened polymeric insulated cables.

3. HANDLING AND LAYING OF UNDERGROUND CABLES UP TO AND INCLUDING 33KV.

3.1. General

Cable work shall be done in accordance with SANS 10198 and to the satisfaction of the Client and the Engineer. The storage, transportation, handling and laying of underground cables shall conform to SANS 10198 and to BS 6004, and the Contractor shall have adequate and suitable equipment (SANS 10142) and labour to ensure that no damage is done to cables during such operations. Twisted or kinked cables, or cables damaged in any other way, will be rejected.

3.2. Cable routes and positioning

The contractor shall follow the routes indicated on the specification drawings as accurately as possible. Deviations from the routes laid down shall not be made without the engineer's approval. The final position of cable relative to kerbs, boundaries, and other services shall, where necessary, be indicated to the contractor by the engineer on site and shall be strictly adhered to.

The cable route drawings issued with the inquiry documents are for tender purposes only and the routes may be amended before work on any particular section of the route commences.

In general, where obstacles not provided for in the specification drawings are encountered, cables shall circumvent such obstacles by being laid in as smooth a path as possible around the obstacles and by retaining maximum separation between cables.

Laying depths of cables specified are to final levels of the streets and sidewalks. All levels shall be obtained by the contractor from the Local Authority.

3.3. Handling and laying of cables

The contractor must satisfy himself that the levels of the trenches excavated are suitable and are wide enough to enable him to carry out the work in accordance with SANS 10198-8. The contractor shall be responsible to draw in, lay, thread through pipes, circumvent obstacles, fix in position clamp and saddle where required to walls, poles or switch gear all cables set out in the contract.

Best accepted practice is to be adopted in the handling and laying of cables and the work shall be carried out by persons experienced in the class of work. In particular, attention is drawn to the following:

- (1) Cable drums shall not be dropped off transport vehicles but shall be hoisted off with approved equipment.

- (2) Cable shall be rolled off drums in the indicated direction, the drums being supported on approved equipment.
- (3) When cables are laid out, it shall be supported at points at such a distance apart that the cable is not dragged along the ground and that it is not kinked.
- (4) Cables shall be drawn into position or laid, using a sufficient number of rollers and suitable equipment, for negotiating corners to avoid excess bending or damage to the cable.
- (5) Cables shall be drawn through cable pipe sleeves so as to ensure minimum damage to cables. Approved equipment, including suitable cable harnesses, shall be used.
- (6) Cables shall not be bent in any event to radii smaller than 15 times the overall diameter of the cable.
- (7) Cables shall be rolled off drums in the same direction, to prevent corresponding phase cores being crossed at joints.

3.4. Trenching

11kV cables shall generally be laid at a minimum depth of 1000mm below ground level. Main LV feeder cables, unless otherwise instructed, shall be laid at a minimum depth of 800mm below ground level.

Trenches shall not be less than 300mm wide for single and multiple LV service connection cables, and the trench width shall be increased where more than two LV feeder or service connection cables are laid together so that the cables may be placed at least 150mm apart throughout the run.

Streetlight cables buried in trenches under un-tarred roads shall be buried in a trench with minimum depth of 600mm and 300mm wide. Trenches under tarred roads shall be buried a minimum of 500mm deep, and normally in HDPE corrugated sleeving of applicable size, quantity and required spare quantities.

Where the nature of the ground does not permit the excavation of the cable trenches to the specified depth, the engineer may authorize trenches not less than 500mm deep. Such authority shall be given in writing.

The Contractor must take all the necessary precautions to prevent trenching work being in any way a hazard to the public, and to safeguard all structures, roads, railways, sewer works or other property from any risk of subsidence and damage.

3.5. Bedding

All cables shall be laid in a bedding of soft sand or sifted soil, 50mm below and 150mm above the cable. Clay soil will not be accepted as bedding.

3.6. Laying

Cable shall be removed from the drum in such a way that no twisting, tension or mechanical damage is caused, and must be adequately supported at short intervals during the whole operation. Particular care must be exercised where it is necessary to draw cables through pipes and ducts, to avoid abrasion, elongation or distortion of any kind. The ends of such pipes and ducts shall be sealed to approval after the drawing in of the cables.

3.7. Backfilling

Backfilling after bedding is to be carried out with a proper grading of the material to ensure settling without voids, and the material is to be tamped down after the addition of every 150mm. The surface is to be made good as required.

3.8. Protection of cables

(a) Danger tape to specification shall be placed 400mm above all MV and main feeder cables along the entire length of the trench. Where so directed by the Engineer, a concrete layer shall be placed over the bedding layer in order to give the cable additional protection.

(b) At road crossings, cable sleeves shall be installed at a minimum depth of 1000mm, and as instructed by the Engineer.

(c) The danger tape shall be 150mm wide yellow plastic with lightning flash printed onto the tape at intervals.

(d) The tape shall comply with SANS 1091.

3.9. Road Crossings

Cable sleeves for road crossings shall not be installed less than 1000mm below the final street level. Unless otherwise specified two additional sleeves all of the same size shall be installed for future use at each road crossing. Galvanized steel draw wire, 2.0mm in diameter shall be installed in all sleeves and shall protrude 1500mm on each side of the sleeve.

On completion of the installation of sleeves all ends shall be sealed to prevent the ingress of dirt and moisture, after installation of the cables the sleeves shall be resealed.

After installation of the sleeves the trench shall be backfilled and tamped down in layers of 50mm to achieve a density of 95% modified AASHTO.

Sleeve end positions shall be marked with an approved cable marker, a letter "E" shall be cut on either side of the road on the kerbstones where these are in existence.

3.10. Opening up of existing cables

Where it is necessary to expose existing buried cables for any purpose, or when excavating in the vicinity of existing buried cables, pipes, etc., every care is to be exercised and only

labourers experienced in such work, and duly warned by the Contractor, shall be employed thereon. The Contractor shall be responsible for making good any damage caused by his work.

3.11. Sleeves/cable ducts

- (a) uPVC Class 6 pipes shall be used as sleeves/cable ducts, for example under roads.
- (b) The pipe shall be supplied in 6m lengths.
- (c) One end of each pipe and bend shall be fluted to form a female coupling so that pipes can be easily joined.
- (d) One spare sleeve per cable duct is to be installed and plugged with PVC sheeting.

3.12. Trench earth wires

Bare copper earth wire is to be run with all underground cables constituting part of a low voltage distribution system. The BCEW shall have a cross sectional area equal to at least half that of one phase conductor of the cable, but shall not be less than 10mm². A single earth conductor shall be used as earth continuity conductor for two or more cables run together, branch earth wires being brazed on where required. The earth continuity conductor is to be bonded to the cable armouring at each termination of the cable, as well as to local earth bars.

At road crossings, cable sleeves shall be installed at a minimum depth of 1000mm, and as instructed by the Engineer.

Coastal or corrosive environments may require stainless steel rod together with multiple point earthing distribution points. Contractors should contact the supply authority in coastal areas or corrosive areas in order to enquire about the earthing requirements.

3.13. Sealing of ends

Where cables are cut and not immediately made off, the ends are to be sealed without delay.

3.14. Cable markers

Cable route markers of approved manufacture shall be provided at each end of an underground cable route and at all points where such routes deviate from a straight line.

The cable markers shall be tapered blocks cast from concrete in accordance with approved detail drawings

Each cable marker shall be buried with its upper face 100mm above the natural ground level.

Marking of cable markers shall also be in accordance with approved detail drawings.

3.15. INSTALLATION OF EARTHING SYSTEMS FOR UNDERGROUND CABLES.

Refer to SANS 10198-7 for earthing requirements regarding the following cable components:

- Metal Sheaths – Multi Core Cables
- Metal Sheaths – Single Core Cables
- Metal Screens
- Armour
- Cross Bonding
- Refer to SANS 10198-7 for requirements regarding Protective Multiple Earthing Cables as well as Combined / Neutral Cables.

3.16. Lighting Specification

- A maximum span distance of 15m shall apply in the installation/light fittings.
- Supply and install 56W LED fittings.
- The LED light fittings shall be mounted onto a steel pole and with all its associated ancillaries with a 5 metre mounting height to produce the required lighting lux levels.
- The operation of the luminaires will be controlled by photocells positioned on each light fitting.
- Supply and install 1 step 114mm/76mm galvanised steel poles (black or equivalent) with 5 metre mounting height with single bracket, with 5 amp circuit breaker and access door.
- Access hatches will be between 500mm – 700mm above ground.
- Supply and install photocells per pole.

NOTE: The contractor shall make provision for all scaffolding requirements.

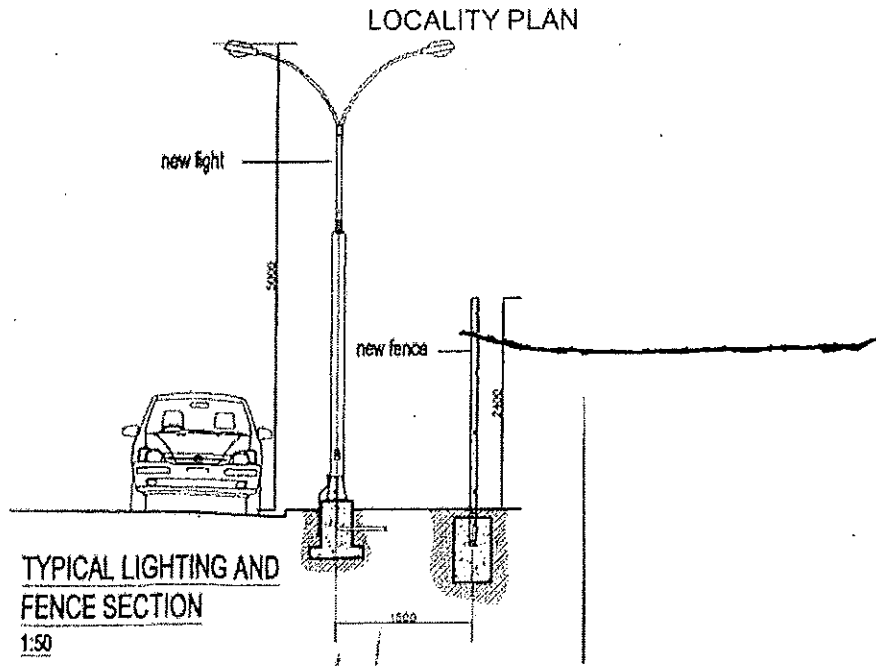
3.17. Storage/safekeeping

- The electrical contractor shall allow for secure storage facilities for the light fittings, cables and galvanised steel poles on site.
- The contractor shall be responsible to replace any damaged light fitting at his own expenses.
- All work shall be carried out in strict accordance to the technical documentation and relevant sections in this specification.

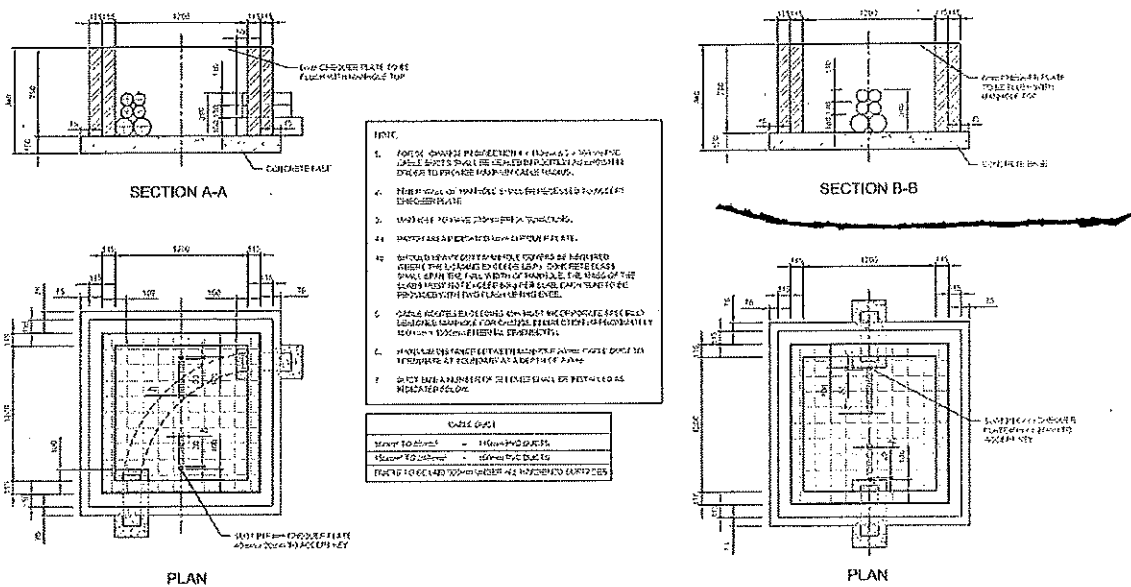
3.18. Supply points

- The supply point is the Nurses' Home kiosk wherein the cabling will be terminated and a supply breaker installed.
- The cable shall be properly glanded and terminated at the kiosk.
- SWA PVC cables will be utilised – (450mm wide x 600mm deep trench)

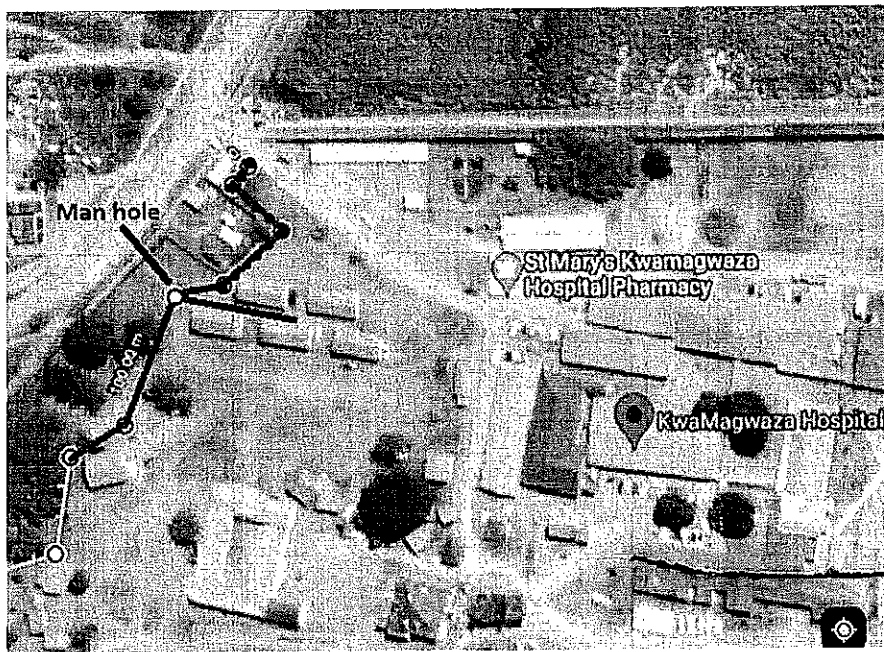
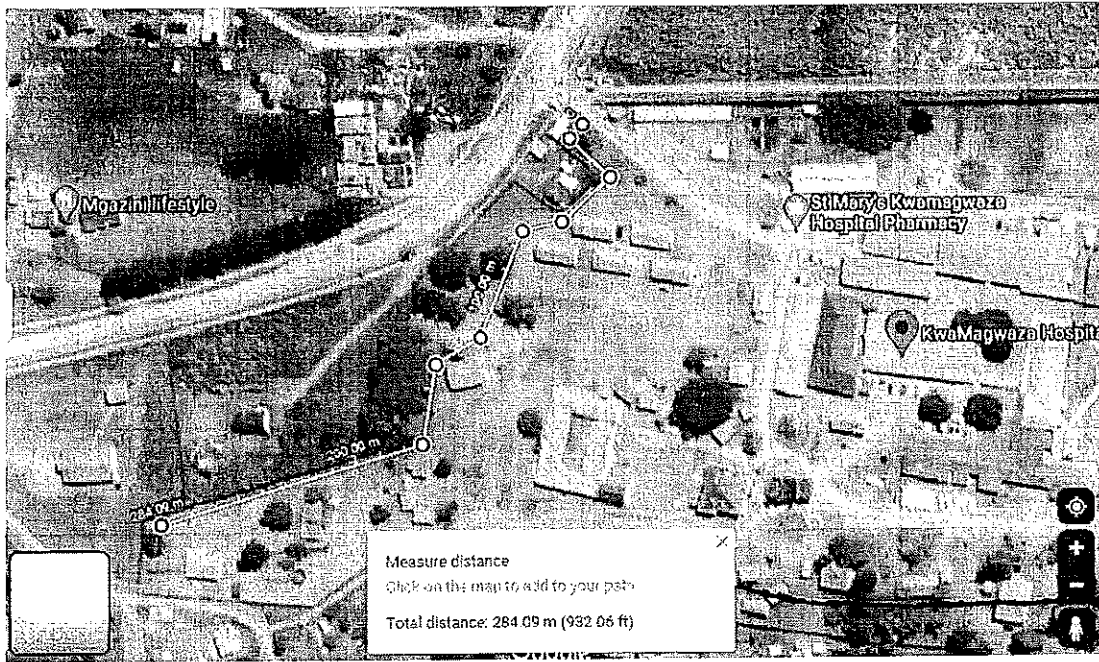
3.19. Typical layout drawing/light positioning



3.20. Typical manhole drawing



3.21. Typical Cable Route



NB: Dots in lack are light fittings along the cable route.

4. PROGRAMMING OF WORKS

The contractor/service provider shall notify the institution two (2) days prior to commencing with the works on site. As the hospital is to remain in full operation for the duration of the project, the terminating shutdown shall be planned and executed so as to cause minimum inconvenience to the operations of the hospital in its entirety.

5. TESTING

The cable has to be tested and approved by the engineer in charge before being connected and left on site.

PARTICULAR SPECIFICATION

6. PARTICULAR SPECIFICATION

5.1. SPECIFICATIONS

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

5.1.2 GENERAL REQUIREMENTS

Tenderers are to make special note of the following:

- This particular specification must be read with, and shall form part of Technical Specification of this document.
- In so far as the conditions contained herein are at variance with any obtained in the Technical Specifications, the contract shall be interpreted in terms of this Part 5 (Particular Specification).
- The whole installation shall be in accordance with the Occupational Health and Safety Act 85/1993 as amended and all regulations framed therein shall be carried out to the satisfaction of the Department of Health.
- Competent workmen skilled in their trade shall carry out the work.
- The work shall at all times, for the duration of the contract, be carried out under supervision of a skilled and competent representative of the Service Provider, who will be able and authorized to receive and carry out instructions on behalf of the of the Service Provider.
- All apparatus, component parts, fittings and materials employed in the execution of the contract shall be of the latest type or pattern of the ~~particular manufacture employed~~. S.A.B.S. mark bearing items shall be used wherever possible.
- Rates are to include for connection of data loggers and ancillaries, production of report with analysis and recommendations.
- Tenderers are advised to visit the site and acquaint themselves fully with the site conditions and nature and full extent of work involved prior to submitting their bid. Claims on the grounds of insufficient information in such respects or otherwise will not be entertained by the Administration.

5.2. THE SITE

The site is KwaMagwaza Hospital located at Melmoth in the King Cetshwayo District.

5.3. SCOPE WORK

- Supply and install cabling and perimeter lighting, with all ancillaries as per the specification, including lying, terminating, testing, etc.

5.4. REQUIREMENTS (RETURNABLE DOCUMENTS)

- CIDB grading: 1EB/1EP or above
- Proof of trade test.
- CV illustrating similar experience on cable terminations, laying and street/perimeter lighting installation or acceptable electrical experience for the traded person.

NOTE: Failure to submit any of the above requirements will disqualify the service provider.

5.5. CONTRACT DURATION

- Four (4) weeks from the date of award.

7. BILL OF QUANTITIES

No payment will be made for abortive work.

Item	DESCRIPTION	UNIT	QTY	RATE/ UNIT		Total
	NOTE: The Department of Health, upon completion of works, will re-measure prior to processing the invoice.			R	c	
	INSTITUTION: KwaMagwaza Hospital 1. All rates quoted shall be inclusive of transport, labour and profit. All relevant mark-ups for specialist shall be included. 2. The Bidder is advised that the facilities are fully functional and Occupied and disruptions to services are to be kept to the bare minimum. 3. No work can commence without prior authorisation by the Facility manager.					
1	Supply and install 16mmsq 4 core low voltage (600/1000V), PV insulated, PVC bedded SWA, PVC sheathed, ECC stranded copper conductor cable terminations. The cable terminations shall be for the referred cables specified and shall include for all shrouds, glands, lugs, connections, fittings, fixtures and accessories for the terminations in terms of relevant SANS guidelines.	m	200			
2	Supply and install 2.5mmsq copper stranded cable – live (red)	m	100			
3	Supply and install 2.5mmsq copper stranded cable – neutral (blue)	m	100			
4	Supply and install 2.5mmsq copper stranded cable – earth (blue)	m	100			
5	Supply and install 5m single step galvanised steel pole and bravo single bracket, 114mm/76mm complete with bolt cage 5 amp circuit breaker and access door using concrete to reinforce and mount into ground..	Item	10			

6	Supply and install Lumina mini 56W LED RLS 959 400K with individual photocell (or equivalent) as per drawing seen in the specification 10m apart.	m	10			
7	Excavate and backfill in soft ground (pickable material) – 200m long, 0.3m wide and 0.5m deep	m ³	30			
8	Supply and install buried danger tape in compliance with OSHA 1910.144 for marking physical hazards. The tape shall be lightweight and of high visibility safety yellow. The tape shall be 76mm wide and 0.102mm thick above cables in excavations.	m	150			
9	Supply, deliver and install 100A TP circuit breaker (to be installed in the existing Nurses' Home kiosk). The circuit breaker shall be as per the existing switchgears or similar approved. The work shall include all terminations, connections, blank covers, labelling, gland plates, blank covers.	Item	2			
10	Supply and install manhole as per the drawing. Including cable sleeves in all four directions. These are to be blanked off properly to avert water ingress into the manhole.	Item	1			
11	Detect all underground services to avert damage and provide detection report to the institution.	Item	1			
12	Supply and install cable markers at every 10m interval	Item	20			
13	Allow for testing, commissioning and issuing of the electrical compliance certificate in terms of SANS10142: Wiring Code, latest revision and to be completed by the recognised person in terms of the Wiring Code and Department of Labour.	Item	1			
VAT @15%, if VAT Vendor					R	
Carried To Collection Summary					R	

GENERAL CONDITIONS OF CONTRACT

1. AMENDMENT OF CONTRACT

- 1.1. Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties.

2. CHANGE OF ADDRESS

- 2.1. Bidders must advise the Department of Health (institution where the offer was submitted) should their address (*domicilium citandi et executandi*) details change from the time of bidding to the expiry of the contract.

3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

- 3.1. The Department is under no obligation to accept the lowest or any quote.
- 3.2. The Department reserves the right to communicate in writing with vendors in cases where information is incomplete or where there are obscurities regarding technical aspects of the offer, to obtain confirmation of prices or preference claims in cases where it is evident that a typing, written, transfer or unit error has been made, to investigate the vendor's standing and ability to complete the supply/service satisfactorily.
- 3.3. **ALL DECISIONS TAKEN BY THE DEPARTMENT ARE FINAL, INCLUDING THE AWARD OR CANCELLATION OF THIS QUOTATION.**
- 3.4. The price quoted must include VAT (if VAT vendor).
- 3.5. Should a bidder become a VAT vendor after award or during the implementation of a contract, they may not request the VAT percentage from the Department as the service provider made an offer during the period they were not registered as a VAT vendor. The Department is only liable for any VAT from registered VAT vendors as originally stated on the quotation document.
- 3.6. The bidder must ensure the correctness & validity of the quotation:
- (i) *that the price(s), rate(s) & preference quoted cover all for the work/item (s) & accept that any mistakes regarding the price (s) & calculations will be at the bidder's risk*
- (ii) *it is the responsibility of the bidder to confirm receipt of their quotation and to keep proof thereof.*
- 3.7. The bidder must accept full responsibility for the proper execution & fulfilment of all obligations conditions devolving on under this agreement, as the Principal (s) liable for the due fulfilment of this contract.
- 3.8. This quotation will be evaluated based on the 80/20 points system, specification, correctness of information and/or functionality criteria. All required documentation must be completed in full and submitted.
- 3.9. Offers must comply strictly with the specification.
- 3.10. Only offers that meet or are greater than the specification will be considered.
- 3.11. Late offers will not be considered.
- 3.12. Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.
- 3.13. Used/ second-hand products will not be accepted.
- 3.14. A bidder not registered on the Central Suppliers Database or whose verification has failed will not be considered.
- 3.15. All delivery costs must be included in the quoted price for delivery at the prescribed destination.
- 3.16. Only firm prices will be accepted. Such prices must remain firm for the contract period. Non-firm prices (including rates of exchange variations) will not be considered.
- 3.17. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.18. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered.
- 3.19. Verification will be conducted to identify if bidders have multiple companies and are cover-quoting for this bid.
- 3.20. In such instances, the Department reserves the right to immediately disqualify such bidders as cover-quoting is an offence that represents both corruption and acquisition fraud.

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

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

4.10. The Department is under no obligation to pay suppliers in part for work done if the supplier can no longer for fulfill 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. THE DEPARTMENT RESERVES THE RIGHT TO PASS OVER ANY QUOTATION WHICH FAILS TO COMPLY WITH THE ABOVE.

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

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

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{min} = 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"/>
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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"/>
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Designated Group: An EME or QSE which is at least 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 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-BBEE 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.

WITNESSES	
1.
2.

..... SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS.....