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Jali Elvis - ?



KWAZULU-NATAL PROVINCE  
HEALTH  
REPUBLIC OF SOUTH AFRICA

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### AdvertQuote



KWAZULU-NATAL PROVINCE  
HEALTH  
REPUBLIC OF SOUTH AFRICA

### Quotation Advert

**Opening Date:** 2022-05-06

**Closing Date:** 2022-06-02

**Closing Time:** 11:00

#### INSTITUTION DETAILS

**Institution Name:** Addington hospital

**Province:** KwaZulu-Natal

**Department or Entity:** Department of Health

**Division or section:** Central Supply Chain Management

**Place where goods / services is required** ADDINGTON HOSPITAL WORKSHOP

**Date Submitted** 2022-05-06

#### ITEM CATEGORY AND DETAILS

**Quotation Number:** ZNQ:  
59-22-23

**Item Category:** Services

**Item Description:** SERVICE TO OXYGEN AND NITROUS BANKS

**Quantity (if supplies)** JOB

#### COMPULSORY BRIEFING SESSION / SITE VISIT

**Select Type:** Compulsory Site Visit

**Date :** 2022-05-18

**Time:** 11:00

**Venue:** ADDINGTON WORKSHOP

**QUOTES CAN BE COLLECTED FROM:** DOWNLOADED AT THE WEBSITE AND BE BROUGHT TO SITE MEETING

**QUOTES SHOULD BE DELIVERED TO:** STAFF GATE TENDER BOX

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

**Name:** ELVIS SIFISO JALI

**Email:** elvis.jali@kznhealth.gov.za

**Contact Number:** 0313272133

**Finance Manager Name:** K.M. NDLELA

**Finance Manager Signature:**

No late quotes will be considered

STANDARD QUOTE DOCUMENTATION OVER R30 000.00

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT:.....		2022-05-06
DATE ADVERTISED: 05-05-2022	CLOSING DATE: 03-06-2022	CLOSING TIME: 11:00
FACSIMILE NUMBER: 0313272759	E-MAIL ADDRESS: elvis.jali@kznhealth.gov.za	DEMAND DEPT.
PHYSICAL ADDRESS: 16 ERSKINE TERRACE DURBAN 4001 (PRINCE STREET, SOUTH BEACH)		

QUOTE NUMBER: ADD/ZNQ/59-22-23

DESCRIPTION: SERVICE TO OXYGEN AND NITROUS BANKS

CONTRACT PERIOD: ONCE OFF (if applicable) VALIDITY PERIOD 60 Days SARS PIN: .....

CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO. [Grid]

UNIQUE REGISTRATION REFERENCE [Grid]

DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS) ADDINGTON HOSPITAL STAFF ENTRANCE TENDER BOX PRINCE STREET DURBAN 4001

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

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

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

THIS QUOTE IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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 MAY RESULT IN YOUR QUOTE BEING DISQUALIFIED)

NAME OF BIDDER .....

POSTAL ADDRESS .....

STREET ADDRESS .....

TELEPHONE NUMBER CODE.....NUMBER..... FACSIMILE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER .....

E-MAIL ADDRESS .....

VAT REGISTRATION NUMBER (if VAT vendor) .....

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) [YES] [NO] [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

DESCRIPTION: **SERVICE TO OXYGEN AND NITROUS BANKS**

SIGNATURE OF BIDDER ..... DATE.....  
 [By signing this document, I hereby agree to all terms and conditions]

CAPACITY UNDER WHICH THIS QUOTE IS SIGNED.....

Item No	Quantity	Description	Brand & model	Country of manufacture	Price	
					R	c
	JOB	SERVICE TO OXYGEN AND NITROUS BANKS				
		AS PER SPECIFICATION				
		MAJOR SERVICE				
		MINOR SERVICE				
		SERVICE TO BE CONDUCTED AS PER SPECIFICATION AND STANDARD SCHEDULE CHECKLIST				
		QUOTATIONS MUST BE SUBMITTED WITH REQUIREMENTS REQUIRED DOCUMENTS AS PER SECTION 6 OF SPECIFICATION: SEE POINT J,K,L,M,N,O,P,Q ,R & S				
		BILL OF QUANTITIES/COST BREAKDOWN UNDER SECTION 7 MUST ALSO BE COMPLETED IN FULL				
		NB: FAILURE TO COMPLY WITH ABOVE WILL RESULT TO QUOTATION BEING DISQUALIFIED				
<b>VALUE ADDED TAX @ 15% (Only if VAT Vendor)</b>						
<b>TOTAL QUOTATION PRICE (VALIDITY PERIOD 60 Days)</b>						

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., 1day, 1week

<p><b>Enquiries regarding the quote may be directed to:</b></p> <p>Contact Person: <b>S. JALI</b> ..... Tel: <b>0313272133</b> .....</p> <p>E-Mail Address: .....</p>	<p><b>Enquiries regarding technical information may be directed to:</b></p> <p>Contact Person: <b>M. MWANDLA</b> ..... Tel: <b>0313272105</b> .....</p>
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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: .....
  - 2.3. Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....
  - 2.4. Company Registration Number: .....
  - 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.
  - 2.8. Are you or any person connected with the bidder presently employed by the state? [TICK APPLICABLE]
  - 2.8.1. If so, furnish the following particulars: YES  NO 
    - 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? YES  NO
    - 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
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<sup>1</sup>"State" means –

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>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);</li> <li>b) any municipality or municipal entity;</li> </ul> | <ul style="list-style-type: none"> <li>c) provincial legislature;</li> <li>d) national Assembly or the national Council of provinces; or</li> <li>e) Parliament.</li> </ul> |
|---|---|

## 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.
- 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: .....
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**8. STATEMENT OF SUPPLIES AND SERVICES**

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

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

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

**10. TAX COMPLIANCE REQUIREMENTS**

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

## 11. TAX INVOICE

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

- |  |  |
|--|--|
| (i) the name, address and registration number of the supplier;                           | (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

SBD 6.1

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
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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		NO	
-----	--	----	--

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		NO	
-----	--	----	--

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		

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.

<p><b>WITNESSES</b></p> <p>1. ....</p> <p>2. ....</p>
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<p>.....</p> <p><b>SIGNATURE(S) OF BIDDERS(S)</b></p> <p>DATE: .....</p> <p>ADDRESS:.....</p> <p>.....</p> <p>.....</p>
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**SPECIFICATION**

**FOR**

**SERVICE OXYGEN AND NITROUS OXIDE BANKS**  
**BASEMENT PLANT ROOM**  
**MAJOR SERVICE**

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Enquiries for technical related matters:

**Mr. R. Gopal**  
**(031) 327 2116**

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**GENERAL NOTES:**

1. **SCOPE OF CONTRACT: -**

This Contract is for— Service oxygen and nitrous oxide banks

2. **PROGRAMME: -**

Time is considered to be the essence of this Contract and Tenderers are advised, if necessary, to discuss the programme for the work with the Secretary: Department of Health or his appointed representative before submitting their tenders.

The Contractor shall carry out his work in such a manner at such times as to suit the convenience of the Secretary: Department of Health.

4. **DAMAGE TO WORKS: -**

Care should be taken not to cause damage to any part of the building structure. The Contractor shall be held responsible for damage caused to the building structure by his negligence and will be liable for all costs incurred in making good any such damage to the satisfaction of the Secretary: Department of Health.

5. **MAINTENANCE PERIOD: -**

The Maintenance period applicable to this period is 3 calendar months.



6. **REQUIREMENTS: -**

Tenderers are to make special note of the following: -

- a) Prior to tendering, tenderers are advised to visit the Site and acquaint themselves fully with site conditions, nature and full extent of the work involved. Claims on the grounds of insufficient information in such respects or otherwise will not be entertained by the Administration.
- b) Competent workmen skilled in their trades shall carry out all work. Quality of work shall be of the best standard practice and all workmanship shall be subject to the approval of the Secretary: Department of Health. Only new materials of the best quality shall be installed and must be SABS marked bearing items wherever possible.
- c) During the progress of work, the Contractor shall carefully clean up after his men and shall leave the premises and portions of the building in which his men have been working clean and free from debris.
- d) The work contained in this Contract will be carried out within the ADDINGTON Hospital. The Contractor will be required to conform to the security and other regulations imposed by the Health Services Department and, in addition, are to provide suitable means of identification of all workmen employed on the works to the approval of the Secretary: Department of Health.
- e) The Contractor is advised that the premises will be occupied during and towards the end of the Contract.
- f) Sanitary Conveniences. Tenderers are advised that they will be permitted to use certain existing sanitary conveniences on the site and they must allow for maintaining these in a clean condition. Any damage to the existing fittings shall be made good at the Contractor's expense.
- g) All work to be carried in accordance with preambles of all trades.
- h) Contractors are to ensure that they are registered with the CIDB.
- i) Contractors are to take note time is of the essence and to notify as to the duration of the contract.
- j) **Bidding companies should have these requirements as follows.**
- k) **3 x copy of order numbers and complete certificates of work done**
- l) **Fitting certificate (Trade test)**
- m) **Must be CIDB registered on mechanical category.**
- n) **CSD summary report**
- o) **SARS pin**
- p) **Labor letter of good standing.**
- q) **Date for service will be confirmed by maintenance.**

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- r) Companies must submit all the above documents with their quotation. If the above documents are not submitted their quotation will be disqualified.
- s) The service of the gas points must be done by a person with SAQCC medical gas practitioner.

### OCCUPATIONAL HEALTH & SAFETY

1. Accept & Agree to the Occupational Health & Safety Act, Act no.85 of 1993.
2. Written agreement of transfer of the Occupational Health & Safety Act, Act no. 85 of 1993 {Referring to section 37(1), (2) & (3)}3. Proof of registration with the Compensating Commissioner with the Registration number

### UNSAFISFACTORY PERFORMANCE: INSTITUTIONS AND DEPARTMENTS' ROLE

2(b) If the Contractor fails to supply the goods or render the service within the period stipulated in the contract, the Department shall have the right, on its own discretion either to deduct as a penalty from the value of the contract sum an amount of one-fourteenth percent in lieu of such penalty. Provide that, where beneficial of the complete portion is enjoyed, the penalty shall be applied to the outstanding portion only.

### 7. WORK TO BE DONE

#### 1. SERVICE OXYGEN AND NITROUS OXIDE BANKS

<b><u>INSTITUTION:</u></b>					
<b><u>SERVICE:</u></b>					
<b><u>CONTRACT PERIOD</u></b>					
<b><u>Note to Tenderers:</u></b>					
All items to be fully inclusive of all charges: e.g. labour, plant, profit, etc, but <b>excluding</b> Value Added Tax.					
The Administration reserves the right to negotiate prices in the Bill of Quantities.					
All materials used in this contract shall be that which is specified, or other approved.					
Contractors are advised to visit site to acquaint themselves with the site and the layout of the institution as no claims on the grounds of ignorance of the locality/siting of the institution will be entertained later.					
Contractors are informed that living on the institution premises during the contract is not allowed and arrangements for accommodation will have to be allowed for:					
<b>NB. A detailed work-plan including a safety plan must be submitted before starting a project. Plan to be reviewed on weekly basis by the Foreman, Artisan Superintendent, Engineering Service Manager &amp; the responsible Contractor.</b>					
Item	Description	Unit	Quantity	Rate	Total
1	Change all seals.				
2	<b>Check and repair all leaks</b>				
3	Check and adjust pressure regulator valves				
4	Change pig tail				

- KINDLY RETURN ALL DOCUMENTATION WHEN REPLYING

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5	Change pressure regulator valve for oxygen				
6	Total				

R. Gopal  
Mechanical Foreman

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