

SharePoint

Mazeka Thandolwethu ▾ ?

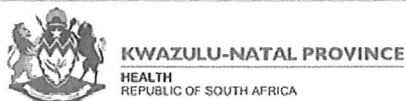


KZN HEALTH **KZN Health Intranet**

- HOME
- CORPORATE INFORMATION
- COMPONENTS
- DIRECTORY
- DISTRICT OFFICES
- HEALTH FACILITIES

KZN Health > Components > Supply Chain Management

AdvertQuote



Quotation Advert

Opening Date:	2022-10-21	<input type="text"/>
Closing Date:	2022-10-27	<input type="text"/>
Closing Time:	11:00	<input type="text"/>

INSTITUTION DETAILS

Institution Name:	Harry Gwala Hospital (Edendale) <input type="text"/>	
Province:	KwaZulu-Natal	
Department or Entity:	Department of Health	
Division or section:	Central Supply Chain Management	
Place where goods / services is required	Harry Gwala Regional Hospital	
Date Submitted	2022-10-21	<input type="text"/>

ITEM CATEGORY AND DETAILS

Quotation Number:	ZNQ: EDN 1224/22-23	
Item Category:	Services <input type="text"/>	
Item Description:	Replacement of medical air compressor	
Quantity (if supplies)	01 Unit	

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type:	Compulsory Site Visit <input type="text"/>	
Date :	2022-10-25	<input type="text"/>
Time:	09:00 am	
Venue:	Harry Gwala Regional Hospital (SCM)	

QUOTES CAN BE COLLECTED FROM: Download from intranet

QUOTES SHOULD BE DELIVERED TO: Harry Gwala Regional Hospital main gate on the blue tender box behind security house


ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name:	Thando Mazeka	
Email:	Thandolwethu.Mazeka@kznhealth.gov.za	
Contact Number:	033-3954243	

Finance Manager Name:

Mr Dan Thengalan

Finance Manager Signature:



No late quotes will be considered

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

- 2.1. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State Institution

- 2.2. Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

- 2.2.1. If so, furnish particulars:

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

- 2.3.1. If so, furnish particulars:

3. DECLARATION

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

- 3.1. I have read and I understand the contents of this disclosure;
- 3.2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6. There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Name of Bidder

.....
Signature

.....
Position

.....
Date

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

GENERAL CONDITIONS OF CONTRACT**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 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 Yes No take place
- (ii) Date 25 / 10 / 2022 Time 09 : 00 Place Harry Gwala Regional Hospital

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:

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

- 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"/>
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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 last 51% owned by:	EME √	QSE √
Black people	<input 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	<input type="checkbox"/>	<input type="checkbox"/>

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.....



Institution name:

Harry Gwala Regional Hospital

COMPLAINTS PROCESS FOR QUOTATIONS R2 000.00 TO R500 000.00 INCLUDING V.A.T

1. Supplier Submits Written Complaint / Objection

- Bidders aggrieved by decisions or actions taken by the Department or Institution during the SCM procurement process, must lodge a written complaint **immediately**.
- Complaints lodged two (2) or more days after the award will not be entertained.
- Complaints must be directed to the Responsibility Manager of the institution (Hospital or CHC) and District Finance Manager for District Offices.
- **It must be noted that this is not an appeals process and as such will not halt the procurement process.**

2. Institution Prepares Written Response to Complaint

- The Responsibility Manager, or his appointee, must prepare a response letter to the complainant.
- The complaint must be resolved within **60 days**.
- Should the complainant not be satisfied with the response, the matter will be referred to the District Finance Manager (applicable to all Hospitals and CHC) or District Manager (Applicable to all District Offices) for a final verdict.
- Should the complainant still not be satisfied with the response received, they may then seek legal recourse at their own expense.

Complaints or objections should be directed to:

Responsibility Manager: Mrs. N.T Nxaba

Email Address: Nelisile.Nxaba@kznhealth.gov.za

REPLACEMENT OF 1 X MEDICAL AIR COMPRESSOR

PROVINCE OF KWAZULU-NATAL: DEPARTMENT OF HEALTH

REPLACEMENT OF 1 X MEDICAL AIR COMPRESSOR

AT

HARRY GWALA REGIONAL HOSPITAL

Quotations are invited from registered contractors for the supply of all materials, labour, consumables, tools, equipment and transport for REPLACEMENT AND NEW INSTALLATION OF 1 X AIR CONDITIONING UNIT

CIDB: GRADE 1 (For MEDICAL AIR SYSTEMS)

SCOPE OF WORK:

1. Remove 1 x old Ingersoll Rand air compressor at deliver at the fitter's workshop
2. Supply and install a VARIABLE SPEED (SCREW) 1 x 11 kW medical air compressor with the following minimum features:
 - 2.1 Installed with dryer (with pre and post filters)
 - 2.2 Overload protection and full automatic control
 - 2.3 IVR technology
 - 2.4 Emergency Stop
 - 2.5 Minimum working pressure = 5.5 Bar
 - 2.6 Maximum working pressure = 12.5 Bar
 - 2.7 Motor Power = 11 kW
 - 2.8 Minimum Free Air Delivery (@ 7 Bar) = 15.9 m³/h
 - 2.9 Maximum Free Air Delivery (@ 12.5 Bar) = 72.3 m³/h
 - 2.10 Noise Leve = 64 dB
 - 2.11 Cooling Air Flow = 2 200 m³/h
 - 2.12 Minimum of twelve (12) months manufacturer's warranty

Contract Site Construction Period: 1 day

REPLACEMENT OF 1 X MEDICAL AIR COMPRESSOR

NOTE: **MATERIALS**:-Property materials where specified are to be of the brand specified or other approved by the Department.

All primers, emulsion paints, enamels, varnishes, etc. are to comply with the relevant SABS Specification.

Paints, etc. shall be suitable for applications on the surfaces to which they are being applied and those used externally shall be of exterior quality or suitable for exterior use.

For any particular work the priming coat and subsequent coats of paint are to be executed with paints from the same manufacturer and in accordance with those manufactures' instructions.

The materials are to be brought to the site in unopened containers and no adulteration will be permitted, except thinners of a quality directed by the manufacturer.

The Department shall be at all be permitted to take samples for testing purposes from open containers of any brand of paint being used at work.

All materials, if and when requires by the Department, will be subject to testing by South Africa Bureau of Standards, and the coast of such tests, should the material under test not meet the requirements of this specification, shall be borne by the Contractor.

Fillers and stopping are to be suitable for use with the material being filled or stopped and to the approval of the Department.

The Contractor will be held responsible for proper and inadequate preparation of the surfaces and any work which fails to meet the manufacturer's recommendations must be made good at the Contractor's expense to use satisfaction of the Department.

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 Wiring of Premises 0142-1 and the Occupational Health and Safety Act 85 of 1993 are amended.

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

REPLACEMENT OF 1 X MEDICAL AIR COMPRESSOR

GENERAL

- (a.) Tenderers are required to visit the site or buildings, thoroughly acquaint themselves with nature and extent of the work to be done and make allowance for any items obviously intended and necessary for proper completion of the work, although not properly specified.
- (b.) The submission of a valid tender shall constitute compliance with this requirement.
- (c.) Contractor may under no circumstances deviate from this specification.
- (d.) The contractor is responsible for making sure that the area is kept clean.
- (e.) All work carried out must be to the satisfaction of the Engineer or his duly authorized Representative.
- (f.) Contractor to comply with OHS ACT 85 of 1993 and Edendale Hospital Rules and Regulations.

REQUIREMENTS FOR CONTRACTORS

- Contractors are required to attend a site meeting.
- Contractor is to commence work within seven days of receipt of order.
- Contractor to be registered with the Contractors Industry Development Board (CIDB).
- Contractor to attend progress meetings on Fridays at 8h00 at Engineers office. Failure to attend will be deemed a breach of contract and will be reported to Head Office.
- Contractors to commence work only on site handover and complete site completion form before any payments and are approved.
- Contractor to comply with the EPWP program and attach completed EPWP form, Site completion form together with the Invoice to SCM for prompt payment.
- Contractor will be charged 0.04% of the total tendered price per day on incomplete project.

REPLACEMENT OF 1 X MEDICAL AIR COMPRESSOR

**PHATHENI CLINIC: REPLACEMENT OF 1 X PHARMACY AIR
CONDITIONING SPLIT UNIT**

I/We undertake to complete the project within _____ weeks

Tenderer : _____

Signature : _____ Capacity _____

Date : _____

Address : _____

Telephone: _____ Fax _____

Cell number: _____ Date:

PROJECT NAME: _____

CONTRACTOR NAME: _____

T2.36 - Functionality Criteria

The Bidder needs to score a minimum of 70points for the functionality and quality criteria to be considered responsive for this Bid. This form must be returned with the other returnable documents.

TENDER EVALUATION CRITERIA AND SCORING

The weighting for Quality and functionality out of 100 sub-points is as follows:

Evaluation Criteria	Deliverables	Points		Sub-Points		Sub-Criteria	Sub-Points Scoring					
		Points	Points	Sub-points	Sub-points		Value	Scope	Duration	Year		
1. Financial Capability to start the project (Bank Rating Letter, Financial institution Credit Approval Letter or Material Supplier Credit Approval letter)	Submission of proof on available capital and proof of credit limit that can be obtained from financial institutions. The submitted proof shall not be later than 7 days of the closing date.	25	Points	25	Sub-points	Proof of capital of at least 75% of quoted project value or or an original official letter from the financial institution stipulating the credit limit.	25	Proof of capital of at least 75% of project value or an original official letter from the financial institution stipulating the credit limit.				
							0	no or irrelevant submission, does not meet requirement				
2. Competency and experience of the tenderer on similar sized projects.	Tenderers to demonstrate their competency and experience by submitting proof of at least 2 similar sized projects completed in the past 3 years. Submission must include at least the projects award letters, site handover certificates and completion certificates to determine scope, duration and value.	40	Points	40	Sub-points	Schedule of experience on projects of similar scope, value and duration.		Value	Scope	Duration	Year	
							40	≥	≥	≤	< 3 years	
							35	≥	≥	reasonable	< 3 years	
							30	<	≥	reasonable	< 3 years	
							25	<	≥	>	< 3 years	
							0	Any	Any	Any	>	
3. Tenderer's Project Method Statement and Program of Works, qualification and experience of technical resources proposed for this project	A tenderer that submit a detailed project Method Statement and Program of Works, artisans' curriculum vitae with traceable reference that detail technical qualifications and demonstrate extensive experience (min 3 years exp.) on similar projects.	0	Points	0	Sub-points	Submission of a detailed project Method Statement and Program of Works.	0	Submission of a detailed project Method Statement and Program of Works.				
							0	no or irrelevant submission, does not meet requirement				
							0	Sub-points	Submission of Proof of Trade Qualification of 3 x Trade Qualified artisan.			
							0	Sub-points	Submission of a curriculum vitae that demonstrate extensive experience (min 3 years exp.) on similar projects for the trade qualified artisan.			
4. Locality	Submission of proof of location (Physical Address of the tenderer's premises) and the distance away from site (or various sites in the event of various facilities)	15	Points	15	Points	Submission of proof of location (Physical Address of the tenderer's premises) and the distance away from site (or various sites in the event of various facilities)	15	Submission of proof of location (Physical Address of the tenderer's premises) and the distance away from site (or various sites in the event of various facilities) not more than 25km				
							10	Submission of proof of location (Physical Address of the tenderer's premises) and the distance away from site (or various sites in the event of various facilities) between 26 and 100km				
							0	Submission of proof of location (Physical Address of the tenderer's premises) and the distance away from site (or various sites in the event of various facilities) above 100km				
5. Safety	Submission of the tenderer's Safety Policy or equivalent, demonstrating 1. safe working procedures/ processes, 2. controls and guidelines that will give confidence to the Department that safety will be prioritised, 3. risk assessments, 4. tools and site inspections will be conducted, 5. First Aid kit will be provided, 6. Safety Officer will be made available (or at least a foreman will act as a Safety custodian). 7. Incidents will be reported and investigated as per Osh Act and Regulations.	20	Points	20	Points	Submission of the tenderer's Safety Policy of equivalent, demonstrating safe working procedures, processes, controls and guidelines that will give confidence to the Department that safety will be prioritised, risk assessments, tools and site inspections will be conducted. First Aid kit will be provided, Safety Officer will be made available (or at least a foreman will act as a Safety custodian). Incidents will be reported and investigated as per Osh Act and Regulations.	20	Submission of the tenderer's Safety Policy or equivalent, demonstrating full coverage of all 7 (or more) safety aspects as per the list on the deliverables.				
							10	Adequate submission, covering most (5 or 6) safety aspects as per the list on the deliverables.				
							0	Inadequate submission covering 4 or less safety aspects as per the list on the deliverables.				

TENDER EVALUATION CRITERIA AND SCORING PRICE AND BBBEE

Evaluation Criteria	Deliverables	Points
Price	The lowest responsive and responsible priced	80 Points
Broad Based Black Economic Empowerment (BBBEE)	The points allocated to each tenderer for Broad Based Black Economic Empowerment shall be based on the Broad Based Black	20 Points
	- Level 1 Contributor	20 Points
	- Level 2 Contributor	18 Points
	- Level 3 Contributor	16 Points
	- Level 4 Contributor	12 Points
	- Level 5 Contributor	8 Points
	- Level 6 Contributor	6 Points
	- Level 7 Contributor	4 Points
	- Level 8 Contributor	2 Points
	- Non-Compliant Contributor	0 Points