



**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: 2022-10-24

Closing Date: 2022-11-02

Closing Time: 11:00

**INSTITUTION DETAILS**

Institution Name: Ngwelezane hospital

Province: KwaZulu-Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required: NGWELEZANE HOSPITAL

Date Submitted: 2022-10-24

**ITEM CATEGORY AND DETAILS**

Quotation Number: ZNQ: NGW1059/22-23

Item Category: Goods

Item Description: INSTALLATION OF AIR-CONDITIONERS AT CONSULTING ROOMS IN SIX CLINICS(PHASE ONE)

Quantity (if supplies)

**COMPULSORY BRIEFING SESSION / SITE VISIT**

Select Type: Not Applicable

Date:

Time:

Venue:

QUOTES CAN BE COLLECTED FROM: WEBSITE

QUOTES SHOULD BE DELIVERED TO: NGWELEZANE HOSPITAL TENDER BOX NEXT TO OPD/ EMAIL

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

Name: N NTSHANGASE/ N.S MNGOMEZULU/ R.T GUMEDE

Email: mandisa.ntshangase@kznhealth.gov.za

Contact Number: 035 901 7228/7180

Finance Manager Name: TV NXUMALO

Finance Manager Signature:

No late quotes will be considered



# health

Department:  
Health  
**PROVINCE OF KWAZULU-NATAL**

## NGWELEZANA HOSPITAL

ZNQ – NGW1059/22-23

**ITEM : INSTALLATION OF AIR CONDITIONERS AT CONSULTING ROOMS IN SIX CLINICS**

Closing Date & Time : 02 NOVEMBER 2022 @ 11 A.M  
Contract Period : ONCE OFF  
Validity Period : 60 DAYS  
Contact Person : R.T. GUMEDE/ N.S MNGOMEZULU  
Telephone no. : 035 901 7228/7180

DOCUMENTS MUST BE DEPOSITED IN THE QUOTATION BOX SITUATED IN:

THANDUYISE ROAD,NGWELEZANA TOWN SHIP  
EMPANGENI,3880

THE QUOTATION BOX IS AVAILABLE ON THE  
FOLLOWING DAYS AND TIMES: MONDAYS TO  
FRIDAYS 07:30 - 16:00

**BEE CERTIFICATE IS A COMPULSORY DOCUMENT TO BE ATTACHED. NO BEE PREFERENCE POINTS WILL BE ALLOCATED WHERE AN ORIGINAL OR CERTIFIED BEE CERTIFICATE IS NOT ATTACHED:**

CERTIFIED COPY OF A VALID B-BBEE CERTIFICATE

NB: CERTIFIED/ ORIGINAL B-BBEE CERTIFICATE MUST BE ATTACHED TO EACH DOCUMENT.

**NAME OF TENDERER:** \_\_\_\_\_

**CENTRAL SUPPLIERS DATABASE REGISTRATION (CSD)  
NO.:** \_\_\_\_\_



DESCRIPTION: INSTALLATION OF AIR CONDITIONERS AT CONSULTING ROOMS IN SIX CLINICS

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 |
|   | 12 UNITS | INSTALLATION OF AIR CONDITIONERS AT CONSULTING ROOMS IN SIX CLINICS  |               |                        |       |   |
|   |          | SPECIFICATION & EVALUATION CRITERIA ATTACHE  |               |                        |       |   |
|   |          | REQUIREMENTS: REGISTRATION WITH CIDB GRADING 1ME AND ABOVE, 2 PROOF OF COMPLETE CERTIFICATE OF A SIMILAR PROJECT. FAILURE TO SUBMIT PROOF WILL RESULT TO QUOTE BEING DISQUALIFIED. |               |                        |       |   |
|   |          | 02 AIRCONDS TO BE INSTALLED PER CLINIC   |               |                        |       |   |
|   |          | N.B: QUOTATION WITH A DELIVERY PERIOD OF MORE THAN 3 WEEKS (15 WORKING DAYS) WILL NOT BE CONSIDERED  |               |                        |       |   |
| VALUE ADDED TAX @ 15% (Only if VAT Vendor)      |          |  |               |                        |       |   |
| TOTAL QUOTATION PRICE (VALIDITY PERIOD 60 Days) |          |  |               |                        |       |   |

|  |  |
|--|--|
| 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: N.S MNGOMEZULU ..... Tel: 035 901 7228/7180</p> <p>E-Mail Address: tholakele.mkhumbuzi@kznhealth.gov.za</p> | <p><b>Enquiries regarding technical information may be directed to:</b></p> <p>Contact Person: T.G NGUBENI ..... Tel: 7125</p> |
|--|--|



## 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  NO  take place
- (ii) Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Time \_\_\_\_:\_\_\_\_ Place \_\_\_\_\_

|                    |   |
|--------------------|---|
| Institution Stamp: | Institution Site Inspection / briefing session Official |
|                    | Full Name: N .....                                      |
|                    | 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:

|  | <b>POINTS</b> |
|--|---------------|
| <b>PRICE</b>   | 80            |
| <b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>                | 20            |
| <b>Total points for Price and B-BBEE must not exceed</b> | <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 last 51% owned by:    | EME | QSE |
|---|-----|-----|
| Black people  | √   | √   |
| Black people who are youth  |     |     |
| Black people who are women  |     |     |
| Black people with disabilities                                    |     |     |
| Black people living in rural or underdeveloped areas or townships |     |     |
| Cooperative owned by black people                                 |     |     |
| Black people who are military veterans                            |     |     |
| OR  |     |     |
| Any EME   |     |     |
| Any QSE   |     |     |

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

9.1 Name 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> |
|---|

|  |
|--|
| <p>.....<br/><b>SIGNATURE(S) OF BIDDERS(S)</b></p> <p><b>DATE:</b> .....</p> <p><b>ADDRESS:</b>.....<br/>.....<br/>.....</p> |
|--|



**KWAZULU-NATAL PROVINCE**  
HEALTH  
REPUBLIC OF SOUTH AFRICA

DIRECTORATE: NGWELEZANA HOSPITAL

Private Bag X20021 EMPANGENI, 3880  
Thanduyise road, Ngwelezana hospital, Empangeni, 3880  
Tel: 035 901 7125  
Email: [thembinkosi.ngubeni@kznhealth.gov.za](mailto:thembinkosi.ngubeni@kznhealth.gov.za)

Maintenance services

## DEPARTMENT OF HEALTH

### PROVINCE OF KWAZULU-NATAL

#### PROJECT DISCRIPTION:

QUOTATION NUMBER:

#### PROJECT DISCRIPTION:

# Installation of air-conditioners in consulting Rooms for clinics (phase one)

(Mandlanzini, Thokozani, Phaphamani, Meerensee, Ngwelezana and Khandisa clinics)

REQUIRED CIDB GRADING: 1ME & Above

#### QUOTATION DOCUMENT

DEPARTMENT OF HEALTH

NGWELEZANE HOSPITAL

Project Leader: T.G NGUBENI

Telephone No: 035 901 7125/ 083 2450 491

Email: [thembinkosi.ngubeni@kznhealth.gov.za](mailto:thembinkosi.ngubeni@kznhealth.gov.za)

On behalf of Ngwelezana Tertiary Hospital, we hereby invite you to quote for the below services as per specification.

## TECHNICAL SPECIFICATION

### 1.1 GENERAL

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

1. Works to be completed within **14 working days** from receiving an official order.
2. This office to be notified in advance to arrange for an onsite inspection after completion of the installation so as to finalize the payment.
3. The scope of work/ specifications is specific to Ngwelezana Hospital and all bidders are required to attend the compulsory site briefing.
4. No work can commence without prior authorisation by the **chief artisan / Artisan foreman** of the Facility.
5. A kick off meeting is compulsory and the bidder who will be awarded the job must notify the Facility and the **chief artisan** in charge of the start date so that a kick-off meeting can be scheduled and conducted three days before the work start date.
6. **The following items to be quoted on:**
  - Installation of circuit breaker, isolators & Piping and trunking.
  - All consumables , Compri tubes/pipe, thermaflex pipe insulation tape & cable ties
  - Compliance certificates

### 2. NOTES TO BIDDERS

1. All work is to be carried out to the approval of the department by **skilled and qualified workmen** and in accordance with the methods prescribed in SABS code of practice.
2. Contractors are urged to ensure that safety measures as per the Occupational Health and Safety (OHS) Act are in place before any work is undertaken.
3. **All dimensions and sizes shall be checked and confirmed** before any work is undertaken or materials ordered. Any discrepancies shall be brought to the attention of the project leader immediately.
4. All work is to be carried out as per the Bill of Quantities (BOQ) and technical specifications as issued with this document-no alterations will be allowed unless the project leader grants prior authority.
5. The Department of Health reserves the right to negotiate prices in the Bill of Quantities.
6. All materials used in this contract shall be that which is specified or other approved.
7. 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 or access to the institution will be entertained later.
8. Contractors are informed that living on the institutions premises during the contract is not allowed and arrangements for accommodation will have to be made.
9. All rates for items contained in this Schedule of Prices must be computed **excluding** the applicable VAT.

10. All rates quoted shall be inclusive of transport, labour and profit but exclude VAT.
11. All work is to be executed in accordance with the instructions issued by the manufacturer of the material/equipment being used.
12. The institution is fully functional and occupied. Care must be exercised that daily functioning of the institution and safety of staff and visitors is not compromised in any way.
13. 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.
14. Competent workmen skilled in their trade shall carry out all work. Quality shall be of the best standard practice and all workmanship will be subject to the approval of the Department of Health.
15. 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. A sufficient number of workmen shall be employed at all times to ensure satisfactory progress of the work.
16. All apparatus, component parts, fittings and materials employed in the execution of the Contract shall be new and unused and shall be the latest type or pattern of the particular manufacture employed and SABS approved. S.A.B.S. mark bearing items shall be used wherever possible.
17. The complete installation shall be maintained as specified in this particular specification after acceptance in writing by the Department of Health.
18. The complete installation must be guaranteed against defective parts and workmanship for the period specified after the date of issue of the Completion Certificate. This period shall run concurrently with the maintenance period.
19. 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.
20. The Department of Health reserves the right to make emergency repairs to keep the equipment in operation without voiding the Contractor's Guarantee, nor relieving the Contractor of his/her responsibility during the guarantee period when, after proper notice, the Contractor fails to attend to such emergency repairs. All costs incurred by the administration under these circumstances will be for the account of the Contractor.
21. The bidder will not be adjudicated on the Price only. The bidders will be adjudicated based on the cheapest COMPETENT, RESOURCED and COMPLIANT bidder
22. With effect from the date of the First Delivery Certificate the Contractor shall at his own expense undertake the regular servicing of the installation during the maintenance period and shall make all adjustments necessary for the correct operation thereof. If during the said period the installations is not in working order for any reason for which the Contractor is responsible, or if the installations develops defects, he shall immediately upon being notified thereof take steps to remedy the defects and make any necessary adjustments. Should such stoppages however be so frequent as to become troublesome, or should the installations otherwise prove unsatisfactory during the said period the Contractor shall, if called upon by the Department, at his own expense replace the whole of the installations or such parts thereof as the Department may deem necessary with apparatus specified by the Department.

### ~~3. SCHEDULE OF RATES~~

#### 3.1 ITEMS AND PRICING

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

#### 3.2 TAX AND DUTIES

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

#### 3.3 RATES

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

### 4. STANDARDS

The supply and installation of the all items in the document and its associated equipment specified, must comply with the latest requirements of:

- i) The Occupational Health and Safety Act (Act 85, 1993) as amended.
- ii) IUSS Health Facilities Guide
- iii) Kwazulu-Natal Department Of Health - Policy Document For The Design Of Structural Installations

### 5. PROGRAMMING OF WORKS

- The contractor shall notify the institution (5) days prior to carrying out any site work.
- Contractor shall finish this work within (14) days counting from the date of site handover, unless other strong and valid reason is stated.

### 6. TESTING AND COMMISSIONING

The areas shall be inspected before handing over to Department of Health: **chief artisan**. There shall be an inspection program submitted to the DoH Engineer by the service provider prior to the testing and commissioning and the tests and commissioning shall be witnessed by the Department of Health: Provincial **Infrastructure Engineer** or his/her representatives.

### 7. THE SITE

The site is at Ngwelezana Tertiary Hospital clinics.

## 8. SCOPE OF WORK AND BOQ

| Item | DESCRIPTION   | UNIT | QTY  | RATE/ UNIT |   | TOTAL |   |
|------|---|------|------|------------|---|-------|---|
|      |   |      |      | R          | c | R     | c |
|      | <p><b>INSTITUTION:</b><br/> <b>NGWELEZANA TERTIARY HOSPITAL CLINICS</b><br/>           All equipment and material used in this contract is to be that which is specified or other approved. Quantities are provisional and shall be Re-measured after completion.</p> <p><b>NB.</b> Tenderer to take note that no staff are allowed to reside on site. Only a security guard is allowed in the contractor's site establishment after hours.</p> <p>Tenderer is advised to <b>ENSURE</b> that each completion should be approved by the <b>Chief Artisan / artisan foreman</b> of the facility.</p>  |      |      |            |   |       |   |
| 1.   | <p>Supply and install <b>12 000 BTU/hr inverter</b> midwall split unit air conditioner cooling and heating. Silver trim and hidden LED temperature display. Maximum energy efficiency with inverter technology. Timer auto restart function. Sleep mode. High density quality dual filter.</p> <p>voltage :220 -240V, phase: single, frequency 50Hz,</p> <p>Refrigerant R401A 0.75kg, LP PS/HP PS 1.64/4.15Mpa</p> <p><b>Cooling function:</b> Capacity 3.20Kw, input set 0.980KW, rated current 4.8A, rating condition indoor 27/19 degrees, outdoor 35/24 degrees.</p> <p><b>heating function :</b>Capacity 3.65 KW, input set 0.990KW, rated current 4.9A, rating condition indoor 20/- degrees, outdoor 7/6 degrees</p> | NO   | 12   |            |   |       |   |
| 2.   | Supply and install two pole isolator 20 amps 230 -240v IP66V complete box   | NO   | 12   |            |   |       |   |
| 3.   | Supply and install surfix 2 core wire with earth cable –white 4mm power will be connected to the nearest distribution board. Electrical Distribution board will be identified on site briefing. Service provider must take his own measurements for 4mm cable.  | NO   | Item |            |   |       |   |
| 4.   | Supply and install 30 amps 5KA short circuit fault CBI circuit breaker. Trip indication with mid –Trip handle. mini rail type, SABS approved  | Amps | 12   |            |   |       |   |
| 5.   | Supply and install solid white trunking 100 x 50mm, adopters, end caps, trunking angles and cable ties. All refrigerant piping must be laid inside the trunking   | Unit | Item |            |   |       |   |
| 6.   | Supply and deliver <b>copper tube piping</b> and water proofing tube insulation black in colour   | unit | Item |            |   |       |   |
| 7.   | Supply and install sponge rubber pipe water proofing pipeline holder thermal insulation tubular protective sleeve air conditioner fitting. Thickness 9mm  | Unit | Item |            |   |       |   |
| 8.   | Supply and install wall mounting plates & brackets hot deep galvanized , rubber cushion for installing both indoor and outdoor units  | Unit | Item |            |   |       |   |



|                                      |   |             |      |  |          |  |  |
|--------------------------------------|---|-------------|------|--|----------|--|--|
| 9.                                   | Allow re-gassing of air conditioners refrigerant OME manual   | Unit        | Item |  |          |  |  |
| 10.                                  | All electrical cables must be laid inside the trunking as well as copper piping for refrigerant<br><br>Allow to seal up all holes in the wall using expanding polyurethane foam. Allow to use 20mm PVC pipe for discharge wall mounted by hospital saddles.   | Unit        | Item |  |          |  |  |
| 11.                                  | Stations / location of all air conditioners will be share on site briefing  | Unit        | Item |  |          |  |  |
| 12.                                  | <b>Certificate of compliance for both electrical and refrigeration after completion</b><br><br><b>Air conditioners must be installed by accredited technician</b>   | each        | 1    |  |          |  |  |
| 13.                                  | Tenderer must allow for all charges in connection with acquiring the service of accredited Safety, Health and Environment Consultant to prepare safety plan, risk assessment Schedule and do regular, inspections for the duration of the contract in compliance with the Occupational Health and Safety act. | unit        | item |  |          |  |  |
| 14.                                  | Minor & major service for 12 months from date of practical completion and before taking final Delivery  | Item        | 1    |  |          |  |  |
| 15.                                  | Remove old material off site. Accumulation of rubble is not allowed. All rubble must be dumped in a Landfill site.<br><br><b>Disposal certificate is required before final payment is proceeded</b>   | unit        | item |  |          |  |  |
| 16.                                  | <b>TENDERES ARE ADVISED THAT ANY WORK DONE NOT UP SATISFACTORY OF THE DEPARTMENT, TENDERER MUST RE-DO WORK AT OWNNER'S EXPENSE.</b>   |             |      |  |          |  |  |
| <b>Carried To Collection Summary</b> |   |             |      |  |          |  |  |
|                                      |   | <b>PS 1</b> |      |  | <b>R</b> |  |  |

## 9. GUARANTEE AND MAINTENANCE

The contractor is to allow for **construction and installations** included in this specification, for the full 12-month guarantee period.

## General

- The Contractor shall guarantee and maintain the Contract Works for a period of twelve months (12) after Practical Completion of construction.
- During the maintenance period the Contract Works shall be maintained as per manufacturer's recommendation by the Contractor and any defective material, equipment or workmanship (excepting proven, wilful or accidental damage, or fair wear and tear) shall be made good with all possible speed at the Contractor's expense and to the satisfaction of the client.

## Making Good

- When called upon by the client the Contractor shall make good on site and shall bear all expense incidental there to including making good of work by others, arising out of removal or reinstallation of equipment. All work arising from the implementation of the guarantee or maintenance of equipment shall be carried out at times which will not result in any undue inconvenience to users of the equipment or occupants of premises.
- If any defects are not remedied within a reasonable time the Department may proceed to do the work at the Contractor's risk and expense, but without prejudice to any other rights which the client may have against the Contractor.

## Latent Defects and Failure to Comply with Specification

- The Department reserves the right to demand the replacement or making good by the Contractor at his own expense of any part of the Contract which is shown to have any latent defects or not to have complied with the Specification, notwithstanding that such work has been taken over or that the guarantee period has expired.

## Qualification by Tenderer

- Should any specified materials or equipment in the Tenderer's opinion be of inferior quality, or be unsuitably employed, rated or loaded, the Tenderer shall prior to the submission of his tender advise the Client accordingly. His failure to do so shall mean that he guarantees the work including all materials or equipment as specified.

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

**ESTIMATE FORM:**

SUBMIT TO:

FOR ATTENTION:

INSTITUTION:

REF NO.:

SCOPE OF WORK:

I/We hereby quote for the above work in accordance with the conditions as specified in Contract Document.

Materials, component/ancillary parts: Firm Price. When applicable a detailed list of materials etc. showing unit costs shall be provided.

|    |   |   |            |
|----|---|---|------------|
| A. | Quoted for Bought Out Items   | (Excluding VAT)(Carried forward)                              | R          |
|    | Mark Up @ ..... %   | (Maximum Mark Up = 20% for values R0.00 to R299 999.99)       | R          |
|    | Mark Up @ ..... %   | (Maximum Mark Up = 15% for values R300 000.00 to R500 000.00) | R          |
|    | Mark Up @ ..... %   | (Maximum Mark Up = 13% for values over R500 000.00)           |            |
| B. | Quoted for Proprietary Items  | (Excluding VAT)(Carried forward)                              | R          |
| C. | Quote for Sub-Contract Items  | (Excluding VAT)(Carried forward)                              | R          |
|    | Mark Up @ ..... %   |   | R          |
| D. | Labour, Travelling, Subsistence and Transport. This price shall be firm in respect of materials etc. quoted for.                        | (Excluding VAT) (Brought forward)                             | R          |
| E. | Less credit for redundant materials, parts and equipment if applicable  |   | R (      ) |
|    |   | SUBTOTAL  | R          |
|    |   | VAT @ ..... %   | R          |
| F. | This Price in SA Currency firm for 90 days from date of the estimate quotation and shall not be exceeded. To be measured on completion. |   | R          |

**Time required for completion ..... weeks from receipt of official order.**

NAME OF SERVICE PROVIDER: .....

CIDB REGISTRATION NUMBER .....

CIDB CATEGORY.....

PROVINCIAL SUPPLIERS DATABASE REGISTRATION NUMBER: .....

SERVICE PROVIDER'S AUTHORISED SIGNATURE: ..... QUOTE REF No.....

NAME IN BLOCK LETTERS: .....

COMPANY STAMP: ..... DATE:

## 10. Evaluation criteria

| No. | DOCUMENT  | REQUIREMENT | PROVIDE<br>(YES/NO) |
|-----|---|-------------|---------------------|
| 1.  | Proof of minimum CIDB Grading met 1ME   | Mandatory   |                     |
| 2.  | Certificates of qualified personnel (refrigerant gas technician – trade tested).<br>Qualified personnel registration <b>by SARACCA</b>                            | Mandatory   |                     |
| 3.  | Certificates of qualified personnel (Electrician with a wireman's licence)  | Mandatory   |                     |
| 4.  | Confirmation of equipment lead time and installation programme  | Mandatory   |                     |
| 5.  | The contractor to submit 2 projects of similar nature completed over the past three years with traceable references.<br>Proof of completion certificate attached. | Mandatory   |                     |

12. Your quotation must be submitted to the following address:

### POSTED

Department of Health  
Ngwelezana Tertiary Hospital  
Private Bag X 20021  
Empangeni 3880

### DELIVERED

Thanduyise Road  
Ngwelezana Hospital  
Empangeni 3880

In a sealed envelope, the front being clearly endorsed with the Contract Number ZNQ ..... and service type as stated above no later than 11H00 on the..... **Note: The tender box is at the Main Entrance at the hospital.**

13. **PERIOD OF CONTRACT**

**14 days** is the Contract Period for the completion of the Work from date of Site handover.

### CONTACT PERSON PERTAINING TO SPECIFICATION

Name : Mr. T.G. Ngubeni  
Telephone Number : (035) 901 7125  
Fax No. : Nil  
Execution Period : 14 days  
CIDB Rating required (attach proof) : 1ME and above