Cele Kwazikwakhe • ?

SharePoint

KZN Health > Components > Supply Chain Management

AdvertQuote

KWAZULU-NATAL PROVIN HEALTH REPUBLIC OF SOUTH AFRICA	Quotation Advert	
	Quotation Advert	
Opening Date:	2022-09-08	į
Closing Date:	2022-09-15	11 12 12
Closing Time:	11:00	
INSTITUTION DETAILS		
Institution Name:	Select	<b>-</b>
Province:	KwaZulu-Natal	
Department or Entity:	Department of Health	
Division or section:	Central Supply Chain Management	
Place where goods / services is required	Phoenix Mortuary	
Date Submitted		<b>=</b>
ITEM CATEGORY AND DETAILS		
Quotation Number:	ZNQ: HOH0878/23	
Item Category:	Services	E
Item Description:	THREE YEAR PREVANTATIVE AND REACTIVE MAINTENANCE FOR REFRIGERATION (COLDROOM AND FREEZERS) system MORTUARY	
	CIDB: 1 ME or Above	
Quantity (if supplies)		
COMPULSORY BRIEFING SESSION	SITE VISIT	
Select Type:	Compulsory Site Visit	F
Date :	2022-09-12	-
Time:	10:30 AM	E
Venue:	Phoenix Forensic Mortuary	
	PHOENIX FOLEISIC MOTUALY	
QUOTES CAN BE COLLECTED FROM:	www.kznhealth.gov.za	
QUOTES SHOULD BE DELIVERED TO:	Quotations.scmho@kznhealth.gov.za	
	T. = == ===	
ENQUIRIES REGARDING THE ADVE	RT MAY BE DIRECTED TO:	
Name:	Kwazikwakhe Cele	
Emaîl:	Kwazikwakhe.cele@kznhealth.gov.za	
Contact Number:	033 815 8344	
Finance Manager Name:	Mr T Ashby	
Finance Manager Signature:		

STANDARD QUOTE DOCUMENTATION OVER R30 000.00 YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: DEPARTMENT OF HEALTH-CENTRAL SCM DATE ADVERTISED: 08/09/2022 E-MAIL ADDRESS: Quotations.scmho@kznhealth.gov.za FACSIMILE NUMBER: NA PHYSICAL ADDRESS: 310 JABU NDLOVU STREET, SCM OFFICES, PIETERMARITZBURG, 3201 - 23 QUOTE NUMBER: ZNQ / HOH / 0878 122 DESCRIPTION: Three year preventative & reactive maintenance contract for refrigeration( Cold room & Freezers ) at Phoenix Mortuary CONTRACT PERIOD. Three years VALIDITY PERIOD 60 Days SARS PIN..... (if applicable) M Α A Α CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO. UNIQUE REGISTRATION REFERENCE DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS) 310 JABU NDLOVU STREET, PIETERMARITZBURG, SCM OFFICES, TENDER ADVISORY 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)

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMES& QSEs) MUST BE SUBMITTED TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

DESCRIPTION: Three year preventative & reactive maintenance contract for refrigeration	( Cold room & Freezers ) at Phoenix Mortuary
SIGNATURE OF BIDDER	DATE
CAPACITY UNDER WHICH THIS QUOTE IS SIGNED	

Item No	Quantity	Description	Brand &	Country of	Price	
			model	manufacture	R	C
	01	Three year preventative and reactive maintenance				
		contract for refrigeration ( Cold room and Freezers )				
		at Phoenix Forensic Mortuary	-		-	-
		Compulsory Site Visit				
		Date: 12 September 2022				
		Time: 10:30				
		Venue: Phoenix Forensic Mortuary				
		CIDB: 1 ME or Above				
			-			+
					-	+
						+
			-		+-	+
		NB: SPECIFICATION ATTACHED				#
		Hand Deliver : 310 Jabu Ndlovu street, SCM Offices,				
		Quotation Tender Box. Proof of CSD summary with				
		banking details, Tax Clearance Certificate must be				
		attachedOR email to				
		Quotations.scmho@kznhealth.gov.za				
VALUE A	DDED TAX @	15% (Only if VAT Vendor)		117		

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	- 11

Enquiries regarding the quote may be directed to:	Enquiries regarding technical information may be directed to:
Contact Person: Kwazikwakhe Cele Tel: 033 815 8344  E-Mail Address: Kwazikwakhe.Cele@kznhealth.gov.za	Contact Person: Mr Emest Zulu Tel: 083 955 3364

### BIDDER'S DISCLOSURE

### PURPOSE OF THE FORM 1.

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

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.

### BIDDER'S DECLARATION

- Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise, employed by the state?
- 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

- Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring 2.2. YES/NO institution?
- 2.2.1. If so, furnish particulars:
- 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?
- 2.3.1. If so, furnish particulars: .....

### **DECLARATION** 3.

- 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:
- I have read and I understand the contents of this disclosure;
- I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect; 3.2.
- 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 consortium<sup>2</sup> will not be 3.3. construed as collusive bidding.
- 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.
- 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.
- There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the 3.6. 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.
- 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

I 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.

<sup>2</sup> 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

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

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

- The Department is under no obligation to accept the lowest or any quote.
- 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.
- ALL DECISIONS TAKEN BY THE DEPARTMENT ARE FINAL, INCLUDING THE AWARD OR CANCELLATION OF THIS 3.3. OUOTATION.
- The price quoted must include VAT (if VAT vendor). 34
- 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.
- The bidder must ensure the correctness & validity of the quotation: 3.6.
  - (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.
- The bidder must accept full responsibility for the proper execution & fulfilment of all obligations conditions devolving on under this 3.7. agreement, as the Principal (s) liable for the due fulfilment of this contract.
- 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.
- Offers must comply strictly with the specification. 3.9.
- 3.10. Only offers that meet or are greater than the specification will be considered.
- 3.11. Late offers will not be considered.
- 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.
- 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.
- 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.

- 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.
- Under no circumstances whatsoever may the quotation/bid forms be retyped or redrafted. Photocopies of the original bid documentation 4.2. may be used, but an original signature must appear on such photocopies.
- The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated. 4.3.
- 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.
- Any alteration made by the bidder must be initialled; failure to do so may render the response invalid. 4.5.
- Use of correcting fluid is prohibited and may render the response invalid. 4.6.
- Quotations will be opened in public as soon as practicable after the closing time of quotation. 4.7.
- Where practical, prices are made public at the time of opening quotations. 4.8.
- 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

- Quotation shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the 5.1. directives in the quotation documents.
- Each quotation shall be addressed in accordance with the directives in the quotation documents and shall be lodged in a separate 5.2. 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.
- 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.
- A specific box is provided for the receipt of quotations, and no quotation found in any other box or elsewhere subsequent to the closing 5.4. date and time of quotation will be considered.
- 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.
- Quotation documents must not be included in packages containing samples. Such quotations may be rejected as being invalid. 5.6.

## 6. SAMPLES

- 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 6.1. institution). The bidders sample will be retained if such bidder wins the contract.
- If a company/s who has not won the quote requires their samples, they must advise the institution in writing of such.
- If samples are not collected within three months of close of quote the institution reserves the right to dispose of them at their discretion. (ii)
- Samples must be made available when requested in writing or if stipulated on the document. 6.2.
- 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.

take place

# COMPULSORY SITE INSPECTION / BRIEFING SESSION

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

(i) The institution has determined that a compute (ii) Date 12 / 09 / 2022 Time 10 : 30	sory site meeting take place Place Phoenix Forensic mortuary
Institution Stamp:	Institution Site Inspection / briefing session Official
	Full Name:
	Signature:
	Date:

# 8. STATEMENT OF SUPPLIES AND SERVICES

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

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.
- 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;
- (ii) the name and address of the recipient;
- (iii) an individual serialized number and the date upon which the tax invoice is issued;
- (iv) a description and quantity or volume of the goods or services supplied;
- (v) the official department order number issued to the supplier;
- (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
- 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;
- "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:

$$Ps = 80 \left( 1 - \frac{Pt - P \min}{P \min} \right)$$
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	TOICVAIN	7001 01 2 2222 010120 10 10 10 10 10 10 10 10 10 10 10 10 10				
	7.	SUB-CONTRACTING applicable box)	(Tick	YES	NO	Ĺ

- 7.1 Will any portion of the contract be sub-contracted?
- 7.1.1 If yes, indicate:

8.

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.....

(Tick applicable box)

Whether the sub-contractor is an EME or QSE

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

Designated Group: An EME or QSE which is at last 51% owned by:

EME

QSE

V

Preferential Procurement Regulations, 2017:	EME	QSE
Designated Group: An EME or QSE which is at last 51% owned by:	√	√ √
Black people		
Black people who are youth		
Black eo le 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		

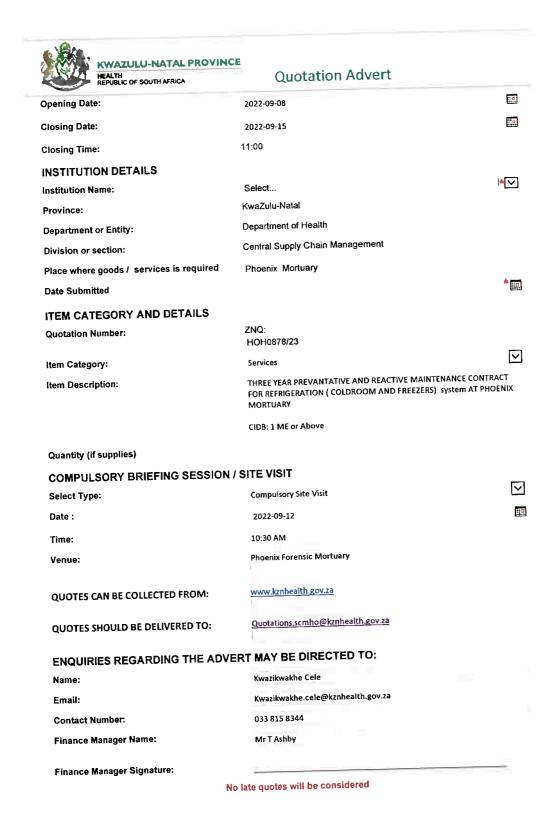
9.	DECLA	RATION WITH REGARD TO COMPANY/FIRM	
9.1	Name	e of company/firm:	
9.2	VATı	registration number:	
9.3		pany registration number:	
9.4	TYPE	OF COMPANY/ FIRM [TICK APPLICABLE BOX]	
	0 0 0	Partnership/Joint Venture / Consortium One person business/sole propriety Close corporation Company (Pty) Limited	
9.5	DES	CRIBE PRINCIPAL BUSINESS ACTIVITIES	
9.6	CON	MPANY CLASSIFICATION [TICK APPLICABLE BOX	]
	0 0 0	Manufacturer Supplier Professional service provider Other service providers, e.g. transporter, etc.	
9.7	Tota	al number of years the company/firm has been in bus	iness:
9.8	the	e, the undersigned, who is / are duly authorised to do B-BBE status level of contributor indicated in paragra preference(s) shown and I / we acknowledge that:	so on behalf of the company/firm, certify that the points claimed, based on aphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for
	i)	The information furnished is true and correct;	
	ii)	The preference points claimed are in accordance w	rith the General Conditions as indicated in paragraph 1 of this form;
	iii)	In the event of a contract being awarded as a result he required to furnish documentary proof to the sat	It of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may isfaction of the purchaser that the claims are correct;
	iv)	If the B-BBEE status level of contributor has be contract have not been fulfilled, the purchaser may	en claimed or obtained on a fraudulent basis or any of the conditions of
		(a) disqualify the person from the bidding process;	n Cit i a constanti
		(b) recover costs, losses or damages it has incurre	ed or suffered as a result of that person's conduct;
		arrangements due to such cancellation;	hich it has suffered as a result of having to make less favourable
			shareholders and directors, or only the shareholders and directors by the National Treasury from obtaining business from any organ after the <i>audi alteram partem</i> (hear the other side) rule has been
		(e) forward the matter for criminal prosecution.	
	v	VITNESSES	SIGNATURE(S) OF BIDDERS(S)
	1		DATE:
	2		ADDRESS

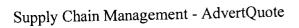
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# health

Department:
Health
PROVINCE OF KWAZULU-NATAL

# INFRASTRUCTURE DEVELOPMENT

SITE BREIFING IS COMPULSORY

# REFRIGERATION (COLD ROOMS AND FREEZER) SYSTEMS:

3 YEAR PREVENTATIVE MAINTENANCE CONTRACT REQUIREMENTS

# ETHEKWINI HEALTH DISTRICT PHOENIX FORENSIC MORTUARY

Prepared By: Mr E ZULU

**JULY 2022** 

### 1. INTRODUCTION

The refrigeration systems in the forensic mortuaries are used to keep the temperatures of the cold rooms and freezers in the forensic mortuaries at desired low levels to prevent the bodies from decomposing as that can affect the autopsy results.

# 1.1 INSTALLATIONS IN PHOENIX HEALTH DISTRICTS FORENSIC MORTUARY

# 1.2 Refrigeration System

# 2. REFRIGERATION SYSTEMS' MAINTENANCE

There are two (2) fundamental types of refrigeration System maintenance that the successful contractor must perform, namely "preventative" and "reactive/corrective" maintenance. The contractor must work more towards maximum preventative maintenance, preferable to maintain 80:20 ratio (preventative to reactive) at all times.

# 2.1 Preventative Maintenance

This type of maintenance is best defined as: regular activities performed on the equipment to keep it functional in order to prevent failure. This involves inspection, condition monitoring, testing, cleaning etc. In order to achieve the maximum life of the refrigeration system and associated accessories, attention must be focused on preventative maintenance. Each of the prescribed inspection and test activities, services and reactive maintenance must be conducted by a competent person and records must be kept in a dedicated "file". The contractor must develop inspection and test, services and maintenance plans documents based on the following guide activities (with additions welcomed) for the approval by DoH Engineer within 14 days of the contract establishment.

The following are the recommended preventative maintenance intervals for the refrigeration system based on the current unknown condition status. The preventative maintenance scope of work is provided with the BOQ.

- Cold Room and Freezer: Monthly inspection and testing (Contractor),
- Cold Room and Freezer: Quarterly service (Contractor),
- Cold Room and Freezer: Annual service (Contractor),

# 2.2 REACTIVE MAINTENANCE/MARK-UP ON MATERIALS, SPARE PARTS, PLANT AND EQUIPMENT

The reactive maintenance is a triggered by a failure that usually requires that repairs be affected. This type of maintenance is best defined as: that maintenance activity that has to be performed when the equipment has already failed/broken to bring it in the serviceable operational state. In case of works needing materials or spares to do repairs, for completion of the allocated work, a maximum mark-up on the supplier's nett invoiced value, before the addition of VAT of materials and spare parts is allowed.

**NB**: Approval for specifications of the items to be used and spares shall be obtained prior to the purchase of such items.

This type of maintenance will be conducted by a successful Contractor on a cost-proven basis where parts, travelling and labour rates will be considered. A provisional sum will be set aside per facility.

Mark up on bought out items 20% Maximum for value R0.00 to R299 999.99

# 3. MAINTENANCE SPECIFICATION

Details of the scope of work to be executed as part of preventative maintenance are provided in the BOQ.

# 3.1 EQUIPMENT DETAILS

Phoenix Forensic mortuary has 2(two) cold rooms and 1 (one) freezer room.

# 3.2 SPECIFICATION AND BOQ

# 3.2.1 Cold Rooms and Freezers

OLD ROOM AND FREEZERS: Monthly Inspection and Testing	Unit of measure
heck that the evaporator fins are clear of dirt and comb fins if necessary	Item
heck cooling operating parameters	Item
spect fan motor and blades	Item
heck operation of the timer	Item
heck operation of an expansion valves. Correct, repair or replace if necessary	Item
theck for condensate drain system. Test condensate AND remove any foreign particles.	Item
theck operation of thermostat (controller). Record any abnormalities	Item
Check and record suction and discharge pressures of refrigerants (LP/HP)	Item
temove fan guard and check alignment and correct if necessary to get free rotation	Item
Check that all bolts and screws are properly secured on fans and compressor	Item
nspect and test HP and LP switches for correct operation.	Item
Check/inspect all electrical devices (controllers, contactors, relays) and electrical wiring connections tightness in the electrical panel and correct if necessary. Record all abnormalities and report accordingly.	Item
Examine condenser coil and comb fins if necessary	Item
nspect refrigerant piping insulation and condensate pump	Item
Check and record any leakage of refrigerant or recovered refrigerant.	Item
Other	
Other	
TOTAL	R
COLD ROOM AND FREEZERS: Quarterly Service	
Perform the monthly inspection and testing scope of work. And then the following scope of work:	Item
Note down compressor amperages before and after service	Item
Eliminate any undue noise or vibration for each system. Check the entire system for loose components and tighten accordingly.	Item
Test and note down oil leaks or refrigerant leaks for each systems. Repair all found leaks.	Item
Get the refrigerant level right by refilling if level has dropped for each system. Ensure that the refrigerant is dry	Item
	Item
Bring HP up and ensure that HP cut-out trips at correct pressure, Note down the settings.	
Bring HP up and ensure that HP cut-out trips at correct pressure, Note down the settings.  Bring LP down and ensure that LP cut-out at correct pressure, Note down the setting	Item
	Item

Ensure that all protections are operational.	Item
Correctly set the defrost intervals for the system.	Item
Set defrost elements, door and drain heaters timers to correct operational (Freezer rooms only). Also check element amperage and resistance.	Item
During normal cold room and freezer operation, check the electrical panel of hot spots (by performing thermography)	Item
Set TX valve for correct operation and superheat setting. Re set if necessary	Item
Adjust all system temperatures to correct operational range.	Item
Clean condenser and evaporator coil with proprietary coil cleaner	Item
Scrape, treat and paint rust on the evaporator and condenser	[tem
Calibrate dial thermometers.	Item
Test (vibration analysis and temperature) bearings for condenser fan and evaporator fans for each system.	Item
Leak test on both lines (suction and discharge) for the whole system and repair any leak	Item
Clean evaporator drainage system.	Item
Check drainage system on the condenser.	Item
Check the solenoid valve operation on defrost and ensure correct functionality.	Item
Check and calibrate all transmitters, gauges, sensors and controllers	Item
Ensure that cold and freezer room walls, floors, ceiling for deterioration all clear from ice build up	Item
Clean and remove loose paint and scale and repaint as required.	Item
Clean plant room area	Item
Ensure that cold and freezer room walls, floors, ceiling are all clear from ice build-up.	Item
Other	
Other	
TOTAL	R
COLD ROOM AND FREEZERS: Annual (12 monthly) service	
ANNUAL (12 MONTHLY) SERVICE - Carry out annual service as per original equipment manufacturer (OEM)	
TOTAL	R

# 3.3 Technical Evaluation Criteria

This must be read in conjunction with the Technical evaluation (Functionality Criteria), Annexure A

The company organogram:

- a. Technical Manager, Foreman/Supervisor, Artisans
  - Proof of Refrigeration Trade test certificates.
  - Registration with the relevant body (SAIRAC or SARACCA)
  - Schedule of resources at all levels
  - Schedule of experience on projects of similar value and duration (Past 3 years)
- b. CIDB Category: 1 ME or above
- c. Locality: distance in km from contractors premises to site
- d. OHS plan related to refrigeration services / maintenance and repairs

# 4. PURPOSE, SCOPE AND DEFINITIONS OF CONTRACT WORK CATEGORIES

The purpose of this three (3) year contract is to procure the services of a reputable, competent and accredited Service Provider to be able to execute maintenance and repair works on refrigeration systems' at Phoenix Forensic Mortuary.

# 5. DEFINITIONS OF WORK CATEGORIES

The work categories are as under:

*Maintenance*: (including preventive maintenance) defined as work required for the upkeep any existing electrical works, which is presently functioning, in operational order.

**Repairs:** defined as that work required to be executed on any existing electrical work, which is at present not functioning and must be returned to its original state of functioning by replacing it with new equipment of the same capacity/capability and technological features.

# 6. SERVICE LEVEL AGREEMENT

A successful bidder shall enter into a service level agreement (SLA) with the Department upon being awarded the Contract. The service level agreement shall be entered and agreed upon within five (5) days after awarding of the Contract. The successful bidder must arrange a meeting with the Department's Engineer two (2) days after being awarded the Contract to discuss the SLA.

# 7. SITE SPECIFIC REQUIREMENTS

- Upon arrival, the service provider shall provide the relevant certification for skilled personnel, together with ID or clear copy of ID. Semi-skilled and unskilled are required to produce clear ID.
- For all scheduled work, prior arrangements (2 days before the start date) to visit site shall be made with the Facility Manager.
- The work areas must be properly demarcated when work in progress and there must be no disruptions and no health and safety risks to people visiting and occupying the facility.

# 8. IMPLEMENTING WORK AND REPORTING ON SITE

- All contractor employees are required to report to the Facility Manager or his delegated official upon arrival and prior to departure/upon completion of work.
- Upon arrival and departure (completion of work), all contractor employees must sign the Contractors Site Visit Register which will be kept in the facility by the Facility Manager.

• A job sheet must be completed on site by the service provider indicating the time worked for a job allocated. The job sheet is to be signed and stamped with a dated facility stamp by the facility manager or his/her delegated official on site. This will be issued to the awarded contractor.

The document required to effect invoice pay-out is as follows:

- ✓ Instruction issued to carry out works on a particular scope.
- ✓ Job sheet, stamped (or signed) and dated by facility manager or his/her designated official.
- ✓ Service provider's invoice, and your suppliers invoices

The work will be paid on the basis of time in job sheet and in accordance with the agreed contract rates.

# 9. EQUIPMENT TO BE PROVIDED BY THE SERVICE PROVIDER

The service provider shall supply all plant, material, consumables and tools required to carry out the scope of work related to refrigeration maintenance and repairs in the Forensic Mortuaries

Where a service provider is required to hire plant or equipment which does not form part of their normal refrigeration scope of work, prior approval shall be obtained from the Department's Representative. The name of Department's Representative will be communicated to the appointed contractor.

# 10. MEANS OF COMMUNICATION

The contractor will be notified by phone call and of any fault by the Facility Manager or delegated Official. The phone call shall be made to both the Contractor and the designated Engineer. The phone call will be followed up by an email from the Facility Manager or delegated Official to the contact person of the contractor available 24/7. The contractor shall provide an alternative contact number and email address. The contractor employee(s) shall notify the engineer upon arrival on site by means of a SMS.

# 11. TERMINATION CLAUSE

The Department of Health reserves the right to terminate the contract if the contractor bridges any of the agreements. All applicable conditions will be on the SLA.

If the Contractor, during the contract term, is suspected to be misinforming or misleading the department with regards to the plant status, or is supplying replacement parts that are not necessary, or supplying at a price way above the market price, or is suspected of sabotaging the plant all with the intention of making money from the Department, the Contractor will be subjected to investigation and disciplinary hearing which can lead to termination of Contract as well as deletion from the Government database which will prevent the contractor from conducting any form of business/work for Government.

The contract will be deemed as expired at end of 36 months from the date of agreeing and signing SLA or exhaustion of funding allocated to the contract.

# 12. REDUNDANT MATERIALS, SPARE PARTS, PLANT AND EQUIPMENT

Redundant material(s) which arise from repairs, stripping and work carried out must be removed from site and disposed of by the service provider. Such redundant material(s) parts are to be inspected, by the Department's representative to confirm that such parts are indeed defective. The contractor takes full responsibility of safe disposal of redundant materials. Upon disposal of redundant material(s), a disposal certificate/note shall be issued by the contractor to the facility for record keeping and proof that disposal was safely and correctly done.

All repair works shall be approved by the Engineer before being carried out by the Service Provider and the following shall apply;

- Upon inspections, service and (or) call out, should any equipment/component/plant/system found to be in need of repairs, the service provider shall immediately notify the Engineer and the Facility manager of all necessary repairs that need to be carried out.
- The service provider shall NOT commence with the repairs until instructed to do so by the Engineer through formal (sms, email, and whatsapp) communications is issued.
- The service provider will quote for all necessary repairs following submission of the report of findings and recommended scope of work.
- The service provider will be instructed by the Engineer or his designated official to proceed with all repairs below R50 000.
- All repairs above R50 000 will be subject to verification of the quote to be within the market price. In
  this case, other service providers will be given a chance to quote on the same scope of work and the
  cheaper quoted service provider will be instructed to proceed with the repairs work.
- All repairs above R100 000 will be subject to open bidding process. The work request will be assessed
  by the Engineer and will depend on the level of urgency of the work (whether it's emergency work or
  urgent).

# 13. INVESTIGATION, TESTING AND COMPLETION OF THE WORKS

The service provider shall conduct a root-cause analysis for incidents reported and produce a report with recommendations to prevent the same issue from reoccurring. The service provide shall rectify and satisfy him/herself that the works completed are tested, completed and to specification in all respects, and to the satisfaction of the responsible official before handing over to the Department. The traded artisan is deemed as a competent supervisor for the supervision of the works. It is not the responsibility of the Department, or it's duly appointed representatives, to perform such functions on behalf of the service provider.

# 14. AVAILABILITY AND RESPONSE TIME TO BREAKDOWNS

The service provider is required to be available twenty-four (24) hours per day, seven (7) days per week, including public holidays, to respond to breakdowns as and when instructed to do so.

# Normal cases

The service provider's response time must be 4 hours maximum from the time a fault is reported for normal cases or not life threatening cases.

# **Emergencies**

When a service provider is appointed as the responsible service provider at a specific institution/building/facility for a specific period, the service provider's response time must be 2 hours maximum from the time a fault is reported for emergencies.

If an emergency fault or matter reported is not attended to within a particular time of the time of reporting, a penalty shall be imposed, to be detailed on the SLA. A contact number and an email address shall be provided by the service provider for 24 hour contact to report faults.

# 15. COMPLIANCE TO OHS ACT

The works shall be carried out in full compliance to Occupational Health and Safety Act and Regulations and all relevant Acts and Standards. All safety precautions required for working on electrical systems shall be taken into account and a risk assessment shall be conducted by the service provider. Suitable personal protective equipment shall be worn at the time of duty. The contractor is fully liable for safety and security of his personnel and shall indemnify the Department of Health for all incidents

# 16. APPLICABLE RATES

# Labour

The standard applicable labour rates are included in the line items the contractor quotes for. The labour rates will only apply during repairs. These labour rates are taken to cover all of the service provider's supervision, administration and overhead costs, printing of standard service schedules, consumables, insurance, sundries and preliminaries and profit.

The labour rates will remain firm for the 36 months of the contract period.

# Travel and Transport

The Contractor will be reimbursed for any travelling and transportation of employees or provision of normal tools, etc. required for carrying out the agreed scope of work as per the latest departmental fuel rates for repair works.

Contractor's hourly rate will not be applicable when travelling to and from site during repairs. Hourly rates are applicable when employees are on site busy carrying out work as per the callout instructions.

In the case of call-outs, the contractor's applicable fuel shall be as per the Department of Transport fuel rates which are capped at 2 litre engine capacity. The service provider shall provide proof of engine swept volume for the department to effect payment.

# Schedule of rates for call outs and repairs

YEAR 1	Labour Rates (Including VAT)	Rates		
ITEM	DESCRIPTION	NORMAL RATE TIME	OVERTIME x 1.5	OVERTIME x 2
1	Artisan/Technician rate per hour, normal time			
2	Semi-skilled rate per hour			
3	Unskilled rate per hour			
YEAR 2	Labour Rates (Including VAT)	Rates		
ITEM	DESCRIPTION	NORMAL RATE TIME	OVERTIME x 1.5	overtime x 2
1	Artisan/Technician rate per hour, normal time			
2	Semi-skilled rate per hour			
3	Unskilled rate per hour			

YEAR 3	Labour Rates (Including VAT)	Rates		
ITEM	DESCRIPTION	NORMAL RATE TIME	OVERTIME x 1.5	OVERTIME x 2
1	Artisan/Technician rate per hour, normal time			
2	Semi-skilled rate per hour			
3	Unskilled rate per hour			

# 17. SUMMARY PRICE PAGE

# **DESCRIPTION**

Langur

Supply the services of a reputable, competent and accredited Service Provider for carrying out refrigeration preventative maintenance Including all Health and Safety compliance.

Preve	ntative maintenance	Qty	Item Price	Total Cost
1	Conduct a conditional <b>once-off</b> assessment of all the refrigeration units and provide a report highlighting the status quo, interventions required, etc. (The cost includes time to be spent on site, and producing report)	1		
2	Perform monthly inspections on the refrigeration system as per the scope of work (including labour, consumables, spares, material and tools cost)	36		
3	Perform quarterly service on the hydraulic trolleys and refrigeration system as per the scope of work (including labour, consumables, spares, material and tools cost)	12		
4	Perform major (annual) service on the refrigeration system as per the scope of work (including labour, consumables, spares, material and tools cost)	3		
5 🗥	Travelling from contractors premises to Phoenix Forensic Mortuary	64		
5	Provisional sum for reactive maintenance (Repairs)	1	R800 000.00	R800 000.00
Γotal	Amount (excluding VAT)			

# TENDER EVALUATION CRITERIA ... ,D SCORING

18.

The Bidders needs to score a minimum of 80 points functionality and quality criteria to be considered for this Bid/ Quotation.

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Evaluation Criteria	Deliverables	Points	Sub-Points	Sub-Criteria		Sub-Points Scoring
1. Financial Standing	The submission of all financial requirements stipulated in the quotation	20	20	Stamped letter from the bank confirming availability of working	20	Proof of working capital equal to or greater than R50 000.00 or Available bank credit in the form of a stamped letter from the bank.
				capital	5	Proof of working capital less than R50 000 or available bank credit in the form a stamped letter from the bank.
					0	No submission
2.Competency, Experience and	Tenderer to demonstrate their technical	20	01	Detailed schedule of key resources	10	Key technical Resources: Technical Manager, Foreman or Supervisor must be Refrigeration Trade Tested Artisan with SARRACCA or SAIRAC in the
Resource Capacity	competency, human resource capacity and relevant project experience					refrigeration industry. Attach proof of Trade test certificate and proof of registration with SARRACCA / SAIRAC.
					2	Key technical Resources: Technical Manager, Foreman or Supervisor must be Refrigeration Trade Tested Artisan with SARRACCA or SAIRAC in the refrigeration industry. Attach proof of Trade test certificate or proof of registra with SARRACCA / SAIRAC.
					0	No submission
			10	Schedule of organisation years of experience on similar projects.  Bidder must submit a schedule of	10	More than or equal to 3 years with award letters/orders/completion certificates not older than 5 years.
	,			projects completed which shall include period (start date/month to end date/month) over which	S	Less than 3 years but greater than 6 months with award letters/orders/completiocertificates.
				completed and value of project.	0	Less than 6 months or no submission
3. CIDB	Submit a proof of CIDB registration	10	10	Submission of a proof of CIDB registration	10	Submission of a proof of CIDB registration.
					0	No submission
4.Tenderer's Project Management Structure and Organogram and Exnerience of Resources Proposed	Submits a detailed project organogram that sets out the roles and responsibilities of each proposed team member, which is backed up By their curriculum vitae that	20	10	Submission of a detailed organogram	10	Submission of a detailed project organogram showing all project resources including key technical resources. The organogram must indicate the roles and responsibilities of each key project team members that will be allocated to this project.
for the Project	demonstrate extensive experience, together with a project implementation structure shall be allocated maximum subpoints.		10	Detailed CV of each key project resources have more than (3) years' experience in projects of a similar value and nature and traceable references to be	10	Key technical resources on the project organogram has a minimum of 3 years' experience on REFRIGERATION maintenance and repairs. (Attach CV)

5.Locality

6.Safety