



Quotation Advert

Opening Date: 28/08/2024

Closing Date: 12/09/2024

Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: Head Office Quotations

Province: KwaZulu-Natal

Department of entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods/
service is required: Park Rynie Forensic Mortuary

Date Submitted: [Click here to enter a date.](#)

ITEM CATEGORY AND DETAILS

Quotation number: ZNQ: HOH0979/24-25

Item Category: Services

Item Description: Three year maintenance contract for HVAC system at Park Rynie Forensic Mortuary

Quantity (if supplies): 30

COMPULSORY SITE VISIT MEETING

Select Type: Compulsory Site Meeting

Date: 05/09/2024

Time: 11:00 AM

Venue: Park Rynie Forensic Mortuary

QUOTES CAN BE COLLECTED FROM: www.kznhealth.gov.za

QUOTES SHOULD BE DELIVERED TO: Quotations.scmho@kznhealth.gov.za

ENQUIRIES REGARDING ADVERT MAY BE DIRECTED TO:

Name: Kwazikwakhe Cele

Email: Kwazikwakhe.cele@kznhealth.gov.za

Contact number: 033 395 3303

AP

Finance Manager Name: Mrs E.N Maphumulo Finance Manager Signature



BIDDERS NAME :	
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EVALUATION CRITERIA:

The Department will evaluate quotation received before the closing date and time using three (3) stages,

Stage 1: Administrative, Compulsory and Mandatory Requirements;

Stage 2: Compliance with specifications

Stage 3: Price and Preference Points System (refer to page 12 of SQD)

STAGE 1: ADMINISTRATIVE AND COMPULSORY COMPLIANCE REQUIREMENTS

NO.	REQUIREMENTS: ZNQ/HOH/ 0979 / 24 -25	INCLUDED IN THE PUBLISHED DOCUMENT?	TO BE RETURNED BY BIDDER/ TENDERER?
Administrative Compliance			
1.	PARTICULARS OF QUOTATION	YES	YES
2.	OFFICIAL PRICE PAGE FOR QUOTATIONS OVER R2 000.01, MUST BE CALCULATED CORRECTLY AND IN COMPLIANCE WITH SARS REQUIREMENTS	YES	YES
3.	BIDDER'S DISCLOSURE (SBD4)	YES	YES
4.	GENERAL CONDITIONS OF CONTRACT (GCC)	YES	YES
5.	SPECIAL CONDITIONS OF CONTRACT (SCC)	YES	YES
6.	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (SBD 6.1)	YES	YES
7.	EVALUATION CRITERIA	YES	YES
Compulsory Compliance			
8.	SUPPLIER UPDATED CIPC REGISTRATION DOCUMENTS	NO	YES
9.	A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (For EMEs& QSEs)	NO	YES
10.	COPY OF CENTRAL SUPPLIER DATABASE COMPLIANCE REPORT (CSD)	NO	YES

Note: This relates to administrative returnable documents which must be fully completed, and submitted, should you fail to submit any of the above returnable documents, your offer will be treated as non-responsive and will not proceed to the next stage of evaluation. Failure to submit any of the compulsory compliance documents will result in your company not being awarded any points for specific goals. The department reserve a right to verify validity of the documents submitted, should it be discovered that the information submitted is misrepresented the quotation will be disqualified.

STAGE 2: COMPLIANCE WITH SPECIFICATION

Requirement	Complies With Specification Yes /No
The bidder / Tenderer to confirm that the goods/ services to be supplied/ provided comply with attached specification document, should you fail to indicate with yes, it will mean, you do not comply and your quotation will not progress to the next stage of evaluation	

INITIAL HERE _____

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid/quotation documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

1 Definitions

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to ham the local industries in the RSA
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. "GCC" means the General Conditions of Contract.
- 1.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. "Project site," where applicable, means the place indicated in bidding documents.
- 1.21. "Purchaser" means the organization purchasing the goods.
- 1.22. "Republic" means the Republic of South Africa.
- 1.23. "SCC" means the Special Conditions of Contract.
- 1.24. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2 Application

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3 General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za



4 Standards

- 4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5 Use of contract documents and information; inspection.

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6 Patent rights

- 6.1. The supplier shall indemnify 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.

7 Performance security

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security will be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
(b) a cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8 Inspections, tests and analyses

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9 Packing

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10 Delivery and documents

- 10.1. Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2. Documents to be submitted by the supplier are specified in SCC.

11 Insurance

- 11.1. The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.



12 Transportation

- 12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13 Incidental services

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14 Spare parts

- As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- 14.1.
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15 Warranty

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16 Payment

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

17 Prices

- 17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18 Contract amendments

- 18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19 Assignment

- 19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20 Subcontracts

- 20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21 Delays in the supplier's performance

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

- 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22 Penalties**
- 22.1. Subject to GCC Clause 25, 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. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23 Termination for default**
- 23.1. 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:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. 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. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. 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.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
- 24 Anti-dumping and countervailing duties and rights**
- 24.1. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
- 25 Force Majeure**
- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26 Termination for insolvency**
- 26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27 Settlement of Disputes**
- 27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.



- 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5. Notwithstanding any reference to mediation and/or court proceedings herein,
(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.
- 28 Limitation of liability**
- 28.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29 Governing language**
- 29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30 Applicable law**
- 30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31 Notices**
- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32 Taxes and duties**
- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33 National Industrial Participation (NIP) Programme**
- 33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices**
- 34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

SPECIAL 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.

5.6. 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.**

- 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
- (i) 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 Will take place.

(ii) Date: 05 / Sep / 2024 Time: 11:00 : SM Place: Park Rynie Forensic Mortuary

Institution Stamp:	Institution Site Inspection / briefing session Official: Full Name: _____ Signature: _____ Date: _____
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8. STATEMENT OF SUPPLIES AND SERVICES

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

9. SUBMISSION AND COMPLETION OF SBD 6.1

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

10. TAX COMPLIANCE REQUIREMENTS

10.1. In the event that the tax compliance status has failed on CSD, it is the suppliers' responsibility to provide a SARS pin in order for the institution to validate the tax compliance status of the supplier.

10.2. In the event that the institution cannot validate the suppliers' tax clearance on SARS as well as the Central Suppliers Database, the quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.

11. TAX INVOICE

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

- (i) the name, address and registration number of the supplier;
- (ii) the name and address of the recipient;
- (iii) an individual serialized number and the date upon which the tax invoice
- (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

12.1. 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 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

- 1.1. The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2. The applicable preference point system for this tender is the 80/20 preference point system.
- 1.3. Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.

1.4. The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals	100

- 1.5. Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6. The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc}
 \text{80/20} & & \text{90/10} \\
 \text{Ps} = 80 \left(1 - \frac{\text{Pt} - \text{Pmin}}{\text{Pmin}} \right) & \text{OR} & \text{Ps} = 90 \left(1 - \frac{\text{Pt} - \text{Pmin}}{\text{Pmin}} \right)
 \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc}
 \text{80/20} & & \text{90/10} \\
 \text{Ps} = 80 \left(1 + \frac{\text{Pt} - \text{Pmax}}{\text{Pmax}} \right) & \text{OR} & \text{Ps} = 90 \left(1 + \frac{\text{Pt} - \text{Pmax}}{\text{Pmax}} \right)
 \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.
Note to tenderers: The tenderer must indicate how they claim points for each preference point system.

The specific goal/s allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system)
Race: Full points allocated to companies who are at least 51% Owned by Black People	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm: _____
- 4.4. Company registration number: _____
- 4.5. TYPE OF COMPANY/ FIRM (tick applicable box)
- Partnership/Joint Venture / Consortium
 - One-person business/sole propriety
 - Close corporation
 - Public Company
 - Personal Liability Company
 - (Pty) Limited
 - Non-Profit Company
 - State Owned Company

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: _____

DATE: _____

ADDRESS: _____



health

Department:

Health

PROVINCE OF KWAZULU-NATAL

INFRASTRUCTURE DEVELOPMENT

SITE BRIEFING IS COMPULSORY

HVAC SYSTEMS:

**3 YEAR PREVENTATIVE MAINTENANCE
CONTRACT REQUIREMENTS**

**UGU HEALTH DISTRICT
PARK RYNIE FORENSIC
MORTUARY**

1. INTRODUCTION

HVAC system refers to the Heating and Ventilation Air Conditioning (HVAC) System. The goal of the heating, ventilating, and air conditioning system is to create and maintain a comfortable environment within a building. A comfortable environment, however, is not just limited to temperature and humidity but also includes the air movement, fresh air and cleanliness. An air-conditioning system, must accomplish four objectives simultaneously which are to: control air temperature; control air humidity; control air circulation; and control air quality.

A heating system ("H" in HVAC) is designed to add thermal energy to a space or building in order to maintain some selected air temperature that would otherwise not be achieved due to heat flows (heat loss) to the exterior environment. A ventilating system ("V") is intended to introduce air to or remove air from a space -- to move air without changing its temperature. Ventilating systems may be used to improve indoor air quality or to improve thermal comfort. A cooling system ("C" is not explicitly included in the HVAC acronym) is designed to remove thermal energy from a space or building to maintain some selected air temperature that would otherwise not be achieved due to heat flows (heat gain) from interior heat sources and the exterior environment. Cooling systems are normally considered as part of the "AC" in HVAC; AC stands for air-conditioning.

A typical HVAC system consists of the main components being the compressor, the condenser, the evaporator, the air filters, and liquid drier. These components are shown in figure 1 below.-

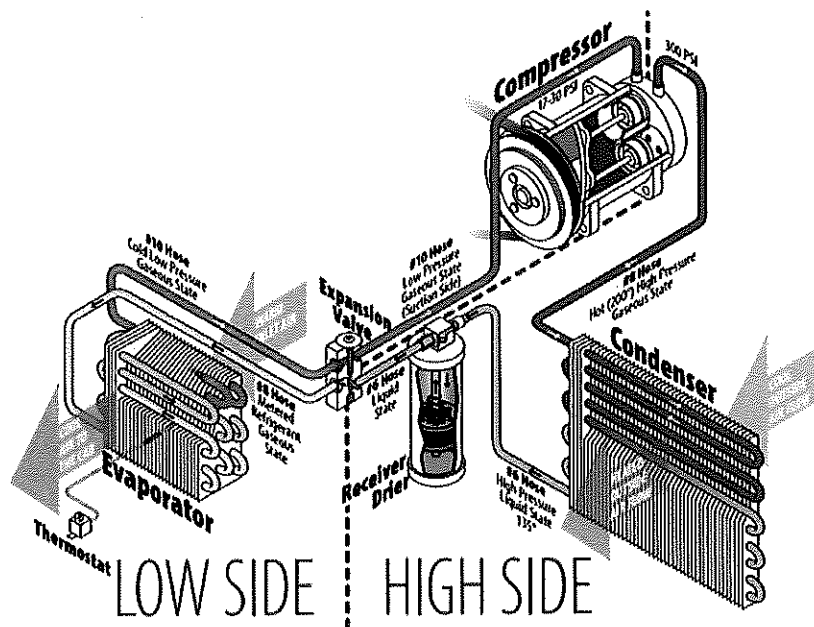


Figure 1: Components of the HVAC System

To ensure proper operation, reliability, availability and long term in-service health of the HVAC system, it is very crucial that the system be properly maintained as per the manufacturers' recommendations.

1.1 INSTALLATIONS IN PARK RYNIE FORENSIC MORTUARY

1.2 HVAC SYSTEM

1.3 HVAC SYSTEMS MAINTENANCE

There are two (2) fundamental types of HVAC 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.

1.4 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 HVAC 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.

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

The reactive maintenance is triggered by a failure that usually requires that repairs be effected. 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,

2. MAINTENANCE SPECIFICATION

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

2.1 SPECIFICATION AND BOQ

2.1.1 HVAC SYSTEM

CHILLERS: MONTHLY INSPECTION AND TESTING	Unit of measure
Check and record operating voltage	Item
Check and record operating current (Amps)	Item
Check and record the loading set point (%)	Item
Check and record oil level from sight glass	Item
Check and record oil temperatures	Item
Check and record condenser water flow rate	Item
Check and record differential oil pressure	Item
Check and record compressor running time (hours)	Item
Check and record compressor suction temperature / pressure (°C / kPa)	Item
Check and record compressor discharge temperature (°C)	Item
Check and record condenser temperature (°C)	Item
Check and record inlet / exit water temperature - (Air or Water) (°C)	Item
Check and record inlet and outlet condensing water pressure (kPa)	Item
Check and record inlet / outlet chilled water temperatures (°C)	Item
Check and record chilled water flow rate	Item
Check condition of air cooled condenser coil and clean if necessary	Item
Pressure clean air cooled condenser coil with chemicals	Item
Check gasket and tighten all bolts if necessary	Item
Inspect oil cooler condition and performance	Item
Check control centre and module operation	Item
Check pump bearing grease/oil level and adjust as required	Item
Adjust gland packing for slight drip	Item
Inspect coupling and check adjustment	Item

Check and lubricate motor bearings	Item
Check for tightness and security of pump and motor hold down bolts	Item
Check bearing temperature	Item
Lubricate isolating valve stems and operate valves	Item
Clean pump drain and pipe work	Item
Check, clean and adjust valve glands and repack if required	Item
Replace the gland packing and check for wear on pump shaft sleeves	Item
Clean strainers	Item
Record supply and return temperatures	Item
Clean the entire unit	Item
Check tightness of all securing/mounting bolts	Item
Check condition of the coupling	Item
Check operation of water flow switch	Item
Check oil level of a pump	Item
Check for noise and vibration	Item
Other	Item
Other	Item
CARRIER CHILLERS: QUARTERLY (THREE MONTHLY) SERVICE	
Perform the monthly inspection and testing	Item
Take oil samples for analysis and check reports	Item
Check and clean the condensing unit/coil with chemicals	Item
Clean the electrical terminals for any dirt	Item
Check condition of condenser fan motors and rectify	Item
Check and lubricate chilled water pump bearings	Item
Replace any burnt wires if necessary	Item
Check for any vibration of compressors and fans and rectify if necessary	Item
Take readings on all terminals and check for the balance of phases	Item
Check refrigerant charge	Item

Replace any faulty water flow switches	Item
Service and clean all VSD	Item
Clean primary and secondary water strainers	Item
Ensure the tightness of the motor electrical terminals	Item
Ensure the operation of the emergency stop on local isolator	Item
De-rust any rust on the equipment and paint where necessary	Item
Check for condition of electrical terminals by megger. Perform Insulation resistance (IR) and polarisation index (PI) tests	Item
Other	
Other	

2.1.1 PLANT ROOM, AUTOPSY AND RECEIVING AREAS

Monthly Inspection and Testing (Includes AHU1 and AHU2)	
Check and ensure the filters are secure accordingly by clamps	Item
Check for condensate carry-over and that drains are clear	Item
Check tension, alignment and condition of fan drive belts	Item
Ensure that safety guards are properly secured on a fan	Item
Check and record chilled water temp entering	Item
Check and record chilled water temp leaving	Item
Check and record supply air temperature heat/cool	Item
Check and record return air temperature heat/cool	Item
Check the operation of unit and controls	Item
Check for vibrations and noises. Record and report any abnormalities	Item
Check and record running current of a supply air fan	Item
Inspect condition of washable filter elements	Item
Record reading on gauges	Item
Clean and examine pressure gauges, thermometers, etc. Note down any gauges and thermometers that are faulty/out of calibration. Report any abnormalities to the DoH Engineer	Item

Check for operation and condition of controls and electrical connections	Item
Other	
Other	
QUARTERLY (THREE MONTHLY) SERVICE (Includes AHU1 and AHU2)	
Perform monthly inspection and testing	Item
Inspection, cleaning and calibration of all sensors, transmitters, gauges, thermometers, actuators, solenoid valves. This includes all chiller instrumentation and control devices (capacity, oil pressure, oil level, refrigerant High/ Low pressure, freezer protection etc.)	Item
The list of all these instrumentation to be compiled by the Contractor and reported against.	
Inspect, clean and pressure test all pressure relief valves	Item
Clean primary washable filters and the unit	Item
Clean filter chamber and ensure its free of dust and other contaminants	Item
Check condition (rust, damage etc.) and clean the condenser and evaporator coils. Report any abnormalities to the DoH Engineer.	Item
Inspect and clean the condensate trap	Item
Check air and water pressure drops across coils (cooling and heating)	Item
Thoroughly clean interior and check for corrosion of an AHU including ducting. Seal all openings/leaking areas	Item
Check condition of anti-vibration mountings and canvas collar	Item
Inspect and test the air fan bearings and motor bearings for temperature rise and vibrations. Note down the values and report accordingly to the DoH Engineer.	Item
Inspect bearing wear and replace lubricant in the air inlet/extraction fan motor bearings	Item
Check, clean and test air fan motor windings(IR and PI) if accessible	Item
Tighten all terminals of the air inlet/extraction fan motor	Item
Check and record full load current of the air inlet/extraction fan motor	Item
Remove motor end covers and clean out air ways	Item
Inspect bearing wear and replace lubricant/grease in the air inlet/extraction fan motor bearings	Item
Tighten all other electrical connections related to the air handling unit	Item
Tension all V belts and ensure mountings are tight. Ensure the belt guard is tight, secure and in place.	Item
Check alignment of the drive pulley and ensure its proper	Item
Service and clean and all VSDs.	Item
Check and Lubricate all SAF and EAF motor bearings	Item

Clean all the diffusers and test	Item
Clean out fan blades and treat with anti-corrosion paint. Note any corrosion	Item
Lubricate damper pivot and linkages and also Perform damper stroke check	Item
Pressure test the damper seals	Item
Calibrate the pressure regulators	Item
Inspection and functional test of all switches	Item
Perform air flow test in the whole system	Item
Clean the whole plant and put back into operation	Item

ANNUAL (12 MONTHLY) SERVICE - Carry out annual service as per original equipment manufacturer (OEM)

2.1.2 SPLIT AIR-CONDITIONING UNITS

QUARTERLY (THREE MONTHLY) SERVICE	
Clean air filter and grilles	Item
Check that the evaporator fins are clear of dirt and clean fins if necessary	Item
Check cooling operating	Item
Check heating operation. Check operation of resistance heater and overheat stats	Item
Inspect fan motor and blades	Item
Inspect PC Board (circuit board)	Item
Check operation of an expansion valves. Correct, repair or replace if necessary	Item
Check for condensate drain system and ensure it is free of blockages. Test condensate pump and remove any foreign particles.	Item
Ensure that there is water inside the trap and fill up if necessary	Item
Record supply and return air temperatures (off coil / on coil)	Item
Check operation of thermostat (controller)	Item
Check and record suction and discharge pressures of refrigerants (LP/HP)	Item
Remove 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
Inspect HP and LP switches and replace if necessary and check operation of the switches	Item
Check all electrical devices and connections and correct if necessary	Item
Examine condenser coil and clean fins if necessary	Item
Inspect refrigerant piping insulation and condensate pump	Item
Check correct operation of LCD screen	Item
Calibrate the temperature as per LCD display	Item
Check time clock is correctly set on a controller and that start and stop time is correctly set	Item
Record any leakage of refrigerant or recovered refrigerant	Item
Clean equipment thoroughly	Item
Other	Item
Other	Item
Inform the Engineer of all defects found, especially those that need urgent attention. Submit the after service report no later than 5 days after service and inspection. No invoice will be paid without a comprehensive report.	

SPLIT AIR CONDITIONING UNIT: ANNUAL SERVICE

Perform the Quarterly inspection and testing scope of work	Item
Examine flexible cables for wear, fraying braid and brittle insulation	Item
Examine connections	Item
Test insulation resistance	Item
Test refrigerant system for leaks	Item
Check and record High Pressure readings	Item
Check selector switch operation, all modes	Item
Check filters media. Clean all filters	Item
Check and observe operation of the reverse solenoid	Item
Check compressor termination and overload operation	Item
Lubricate fan motor bearings	Item
Check all "start" and/or "run capacitors"	Item
Other	Item
Other	Item

Inform the Engineer of all defects found, especially those that need urgent attention. Submit the after service report no later than 5 days after service and inspection. No invoice will be paid without a comprehensive report.

2.2 Technical Evaluation Criteria

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

- a. Technical Manager, Foreman/Supervisor, Artisans
 - Proof of Air Conditioner and refrigeration Trade test certificate.
 - Proof of HVAC system maintenance and repairs experience,
 - 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: 2 ME or above
- c. Locality: distance in km from contractors premises to site
- d. HVAC system Maintenance Health and Safety Management Plan.

3. 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 HVAC systems' in the Park Rynie Forensic Mortuary.

4. 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.

5. CIDB Grading and APPLICABILITY OF CONTRACT

The required CIDB grading for the service providers to be considered for this term contract is 2ME or above.

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.

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

- Report must be sent to the DoH Infrastructure Engineer and the copy to the Facility Manager within 5 days of the works completion.

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 HVAC maintenance and repairs. Where a service provider is required to hire plant or equipment which does not form part of their normal HVAC 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 AND END OF CONTRACT

The Department of Health reserves the right to terminate the contract if the contractor breaches 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 (repairs) 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, whatsapp) communications.
- 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.

Schedule of rates for call outs and repairs

YEAR 1		Rates		
Labour Rates including VAT				
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		Rates		
Labour Rates including VAT				
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		Rates		
Labour Rates including VAT				
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				
Labour: Supply the services of a reputable, competent and accredited Service Provider for carrying out HVAC preventative maintenance Including all Health and Safety compliance.				
Preventative maintenance and Reactive maintenance		Qty	Item Price	Total Cost
1	Conduct a conditional once-off assessment of all the HVAC units and provide a report highlighting the status quo, interventions required, etc. (The cost includes time to spent on site and producing report)	1		
3	Perform quarterly service on the HVAC system at as per the scope of work (including labour, consumables, spares, material and tools)	12		
4	Perform major service on the HVAC system at as per the scope of work (including labour, consumables, spares, material and tools)	3		
5	Travelling from contractors premises to Park Rynie Forensic Mortuary (Planned/ Repairs)	150		
6	Provisional sum for reactive maintenance (Repairs)	1	R800 000.00	R800 000.00
Total Amount (Including VAT)				

18. TENDER EVALUATION CRITERIA AND SCORING

For bidders to proceed to the price and preference, they must meet the minimum threshold of 80 points.

valuation Criteria	Deliverables	Points	Sub-Points Scoring	
Competency, experience and resource Capacity	Key technical Resources: Technical Manager, Foreman, Supervisor or Artisan: Relevant Qualification/s	20	5	Key technical Resources: Technical Manager, Foreman or Supervisor must be Air Conditioner and Refrigeration Trade Tested Artisan. Attach proof.
			0	No information or incomplete information
	Tenderer to demonstrate their technical competency, human resource capacity and relevant project experience		15	Key technical Resources: Technical Manager, Foreman or Supervisor must be registered with SAQCC gas, and have a card license CAT B. Attach proof
			0	No information or incomplete information
Bidder must submit a schedule of projects completed which shall include period over which the project was completed and Value of project.	10	10	More than or equal to 3 years with award letters and completion certificates not older than 5 years.	
		0	No information or incomplete information	
CIDB Registration.	Submit a proof of CIDB registration	5	5	Submission of a proof of CIDB registration (2ME or above).
			0	No information or incomplete information
SARRACA Registration	Submit proof of SARRACA registration	20	20	Submission of a proof of SARRACA registration. Attach proof.
			0	No information or incomplete information
Tenderer's Project Organogram and experience of resources proposed for the project	Submits a detailed project organogram That sets out the roles and responsibilities each proposed team member, which is backed up by their curriculum vitae that demonstrate extensive experience, together with project implementation structure shall be allocated maximum sub-points.	10	10	Submission of a detailed project organogram showing all Project resources including key technical resources. organogram must indicate the roles and responsibilities of each key project team members that will be allocated to project. Attach CV's and Organogram.
			0	No information or incomplete information
Bank account rating for the service provider	Original letter from the bank confirming the service providers credit ratings.	15	15	Letter from the bank confirming the service providers bank rating ranging from A to C not older than six (6) months from the date of tender closure.
			0	No information or incomplete information.
Safety	Submission of the tenderer's Safety Policy equivalent. Submission of the tenderer's Safety Policy or equivalent, demonstrating: 1. Safe working procedures/ processes, 2. Controls and guidelines that will give confidence to the Department that safety will be prioritised, 3. Risk assessments, 4. Tools and site inspections will be conducted, 5. First Aid kit will be provided, 6. Safety Officer will be made available (or at least a foreman will act as a Safety Custodian). 7. Incidents will be reported and investigated as per OHSAct and Regulations.	20	20	Submission of the tenderer's Safety Policy or equivalent, demonstrating full coverage of all 7 (or more) safety aspects per the list on the deliverables.
			0	No information or incomplete information.

TENDER EVALUATION CRITERIA AND SCORING PRICE AND BBBEE

Evaluation Criteria	Deliverables	Points	
Price	The lowest responsive and responsible priced offer shall be allocated 80 points. All other responsive and responsible offers shall be allocated a prorated point value based on the lowest responsive and responsible priced offer.	80	Points
Broad Based Black Economic Empowerment (BBBEE)	The points allocated to each tenderer for Broad Based Black Economic Empowerment shall be based on the Broad Based Black Economic Empowerment Scorecard. In this regard, the points score for this criteria for each tenderer, shall be determined as follows:	20	Points
	· Level 1 Contributor	20	Points
	· Level 2 Contributor	18	Points
	· Level 3 Contributor	14	Points
	· Level 4 Contributor	12	Points
	· Level 5 Contributor	8	Points
	· Level 6 Contributor	6	Points
	· Level 7 Contributor	4	Points
	· Level 8 Contributor	2	Points
	· Non-Compliant Contributor	0	Points