



## Quotation Advert

**Opening Date:** 05/03/2024  
**Closing Date:** 18/03/2024  
**Closing Time:** 11:00

### INSTITUTION DETAILS

**Institution Name:** King Edward VIII Hospital  
**Province:** KwaZulu-Natal  
**Department of entity:** Department of Health  
**Division or section:** Central Supply Chain Management  
**Place where goods/  
service is required:** KEH  
**Date Submitted:** 05/03/2024

### ITEM CATEGORY AND DETAILS

**Quotation number:** ZNQ: KEV944/23 Re-Advertised  
**Item Category:** Services  
**Item Description:** Pressure test chiller circuit and leak test with dry Nitrogen: Quotation attached to the advert please print it and bring it with you for site briefing session so it can be signed and stamped failure to do so will result to disqualification.  
**Quantity (if supplies):** [Click here to enter text.](#)

### COMPULSORY BRIEFING SESSION / SITE VISIT

**Select Type:** Compulsory Site Meeting  
**Date:** 12/03/2024  
**Time:** 10H00  
**Venue:** KEH Outside Jubilee Hall

**QUOTES CAN BE COLLECTED FROM:** Quotes attached to the advert

**QUOTES SHOULD BE DELIVERED TO:** Tender Box King Edward Hospital situated in the Admin Block Off Sydney Road

### ENQUIRIES REGARDING ADVERT MAY BE DIRECTED TO:

**Name:** Mr N Tsaulwayo/ Mr Eugene Allerston  
**Email:** [Click here to enter text.](#) **Contact number:** 031 360 3707/ 031 360 3465

**Finance Manager Name:** Mrs .V. Mtantato **Finance Manager Signature** 



BIDDER'S DISCLOSURE

1 PURPOSE OF THE FORM

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

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

2 BIDDER'S DECLARATION

2.1. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? YES / NO

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

FULL NAME	IDENTITY NUMBER	NAME OF STATE INSTITUTION

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

2.2.1. If so, furnish particulars: \_\_\_\_\_

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

2.3.1. If so, furnish particulars: \_\_\_\_\_

3 DECLARATION

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

- 3.1. I have read and I understand the contents of this disclosure;
- 3.2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6. There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

NAME OF BIDDER	SIGNATURE	POSITION	DATE
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<sup>1</sup> The power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the persons 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.

**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 shall 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.

- 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.

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.



**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.

**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)
Promotion of South African Owned Enterprises	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.

_____ <b>SIGNATURE(S) OF TENDERER(S)</b>	
SURNAME AND NAME:	_____
DATE:	_____
ADDRESS:	_____
	_____
	_____



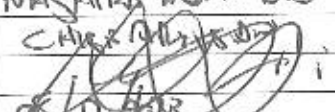

# END-USER SPECIFICATION FORM

Quote Number: KEV 944 / 23

Item Description: Call out of Specialist OEM by contracted service provider, to pressure test the chiller circuit and leak test with dry nitrogen, thereafter report all findings of the COT TRANE Chiller plant.  
 Department/Section: Hospital General. Purpose of Item: Hospital General Maintenance.

1. Pre-qualification criteria if any:
  - 1.1. Is the item required to have a regulatory body certification (e.g. SABS, SANS, SANAS, ISO, CIDB, etc.)? Yes / No:  
 Regulatory Body / certification required if Yes:
    1. CIDB: ME.
    2. SARRACCA registered Staff in ventilation systems.
  - 1.2. Is a compulsory site inspection / briefing session required? Yes  
 if Yes, specify: Date \_\_\_/\_\_\_/\_\_\_ Time 11H00 Place Maintenance-King Edward Hospital.
  - 1.3. Is local production and content part of the quote? Yes / No  
 if Yes, specify: Yes-Available local spares.
  - 1.4. Provisions of section 4(1)(a) of the PPPFA Regulations,2017 if applicable? Yes / No  
 if Yes, specify: \_\_\_\_\_
  - 1.5. Liability Cover insurance? Yes / No  
 Yes: 1. all materials used and workmanship related items must carry a one year Guarantee.  
 2. Yes; 3<sup>rd</sup> party liability cover/insurance. Any claims arising hereafter, is for the service provider's responsibility.
2. What is the specification of the required item?

			Comment: yes/no.
1.	1. Bidders must note that answers must be provided to every technical (technical specification) requirement in this Quotation Specification example YES or NO and where there are deviations, these deviations must be clearly specified. The space provided under "Bidder's Comments" for each clause must be used for this purpose. Bidders who neglect to provide answers to every technical (technical specification) requirement in this Quotation Specification will be disqualified. Bidders must note that abbreviated answers e.g. N/A etc. will not be accepted. Bidders must also note that no part of any technical (technical specification) in this Bid Specification may be altered. Where there are traces of alterations found to the technical specification in this document during the evaluation, the Evaluation Committee will reserve the right to disqualify the bidder. The use of correcting fluid/tippex will disqualify the quotation. THIS DOCUMENT CANNOT BE RE-TYPED.		
2.	Compulsory Site Meeting: YES-ONLY QUOTATION DOCUMENTS AND REGISTERS STAMPED AND SIGNED ON THE DAY OF THE SITE MEETING WILL BE CONSIDERED.		
3.	COMPULSORY: CIDB RATING :ME		
4.	<u>Only businesses in the required industrial sector relevant to the quote will be considered.</u> Awards will be made in terms of companies core business operations.		
5.	<b>5.1. TECHNICAL SPECIFICATION:</b> Call out of Specialist OEM by contracted service provider, to pressure test the chiller circuit and leak test with dry nitrogen, thereafter report all findings of the COT TRANE Chiller plant. 5.2. All work must be carried out during normal working hours. Qualified Technicians will perform all work and reasonable care will be taken by the contractor as per the OHS Act 85 of 1993 and the terms and conditions of this contract. 5.3. Complete services with Safety certification, labelling etc. and service guarantees. To include all inspection reports as per the Occupational Health and Safety Act 85 of 1993 and the terms and conditions of the contract. 5.4. To perform the work required in terms of this contract during normal working hours except in the case of an emergency. 5.5. To allow for Contractor inspections by an inspector from the Department of Labour, workmen, lights, tools, instruments and other equipment required by the inspector for the purpose of the inspection. 5.6. To allow for any additional inspections called for by DOH and OHS. (Occupational Health and Safety Act) 85, of 1993 – this mandatory requirement will form part of this contract. State if your company offers random		

Name of End-user (in full)	NASHIRA MONA SO	Name of SCM Rep (in full)	N T Baulwago
Designation / Rank (in full)	Chief Clerk	Designation/ Rank (in full)	SCO
Signature		Signature	
Date	08/12/2023	Date	08/12/2023

OHS&A, Inspections as part of your service offer to the Department at no charge.

5.7. **AFTER SERVICE REMEDIAL WORK / REPAIRS / REPLACEMENTS** Contractor is required to submit a detailed report to the Maintenance Manager on completion of service. Repairs are undertaken through formal authority (order number). No repairs to be undertaken without prior authority. All after service remedial work follows the process listed in Points: 5.9, 5.10, 5.11, 5.12, below.

5.8. **CALL OUT FOR BREAKDOWN/S and REPAIR/S** – To have available within business hours and all repair work to be undertaken by a qualified technician at all times.

5.9. **Unforeseen or Emergency Breakdown/s and Repair/s:**

To repair and replace any part of the existing components, when such replacement or repair has been occasioned by fair wear and tear and in the Contractor's opinion is essential for the safe functioning of the installed and overhauled components. All identified replacement/s or repair/s and down time to be detailed in a report and handed to the maintenance manager. The following compulsory documentation will be required for all repairs before commencing with such repair/s:

- Detailed Report
- Compulsory Bill of Quantities Form
- Job card, safety certification and completion certificate
- Proof of guarantees pertaining to workmanship, materials and parts

5.10. Contractor must supply all user manuals and service manuals or guides on in house maintenance if required and all relevant information with regard to service intervals to be handed to maintenance manager.

5.11. Quoted Price must be held firm for the duration of the contract. It is the Contractor's responsibility to take a forward cover for any future increase in charges, taxes, duty etc. that maybe imposed on the Contractor in respect of servicing, materials and parts.

5.12. **NO SUB CONTRACTING WILL BE ALLOWED FOR THIS CONTRACT. ONLY COMPANIES SPECIALISING IN THIS FIELD WILL BE CONSIDERED.**

**ONLY OFFICIALLY AUTHORIZED PERSON/S RELATED TO THE ABOVE SERVICE WILL BE GRANTED ACCESS INTO THE INSTITUTION, FOR THE DURATION OF THE CONTRACT.**

**6. 6. GENERAL TERMS AND CONDITIONS.**

6.1 The Contractor to commence work on receipt of order or prior arrangement. Contractor to ensure he/she informs the Maintenance Manager of planned services to be provided, with approximate down time. There after fixed dates and times must be communicated to the Maintenance Manager. Only the authorised person/s will be permitted on site for the duration of this contract.

6.2 Contractors to work within normal working hours i.e. 07H00 to 15H30, unless prior arrangements have been agreed on and authorized for afterhours work on site. Entrance and exit for authorized afterhours work - the Contractor must at all times report to and sign in and out with the Security Supervisor on site.

6.3 The contractor and contractor's employees are required to report to the Maintenance Supervisor or Official in Charge upon arrival and prior to departure from the institution.

6.4 Compulsory: Signing in and out in the Contractors Register. The Register must be signed by all contractors' staff on site, individually. (Company name, Contractor personnel/staff with title/designation as per page 3 of the BILL OF QUANTITIES Document).

6.5 Compulsory compliance to the OHS ACT 85 of 1993, National Building Regulations & the institution agreed on terms for the duration of the contract.

6.6 The Contractor will ensure the area/s where the contract is under way, the area/s closest to and within this area is always kept clean and safe for all persons. Ensure proper visible signage is in place indicating restricted areas is in place for the duration of the work in progress and removed on completion of the contract.

6.7 Handing over certificate, Safety Certificates, invoice/s, and job card will ONLY be accepted, once the site is cleared of all rubble/debris/unwanted scrap, under the supervision of the maintenance manager. No scrap metal or redundant parts, materials, equipment or plant to be removed off site without prior written authority from the Systems Manager.

6.8 The contractor shall make timeous arrangements with the maintenance manager to inspect all work carried out on the project prior to departure off site.

6.9 Should any part of the complete works perform unsatisfactorily, so as to become detrimental to its functional use, the contractor shall replace any such part, or the complete works, with equipment as prescribed by the institution without delay at his/hier own cost. Any damages caused to the building, plant or working area due to contractor negligence, will be repaired at the contractor's cost before the end of the contract or the costs will be deducted from the final invoice of the current work in progress.

6.10 Failure to comply with the contract will result in penalties being levied as per the general conditions on the quotation price page – FORM 8.

# END-USER SPECIFICATION FORM

6.11 The contractor shall submit his/her final invoice only after all work is satisfied as per the technical specification of the contract, together with all written guarantees not less than 12 months, safety & completion certificates, written reports if required and signed off job card. Together with the required instruction manuals, service intervals and written maintenance advice on the internal up keep of the equipment.

6.12 All work carried out must be to the satisfaction of the Maintenance Manager / Systems Manager or an Engineer requested by the Department' s to endorse such work carried out. The Department reserves the right to consult or confirm all work undertaken by the awarded Contractor.

3. Does a sample need to be submitted? No(select option 3.1 or 3.2)

3.1. Deadline for submission if Yes: Date \_\_\_/\_\_\_/\_\_\_ Time 11:00 Place: Maintenance Department

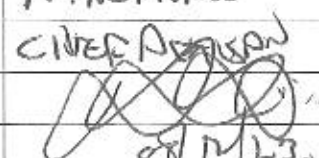

3.2. Specify that samples must be made available when requested in writing. No

4. Penalties to be noted by the suppliers:

4.1. 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.

5. What is the evaluation criteria / special terms and conditions to be advertised?

List evaluation criteria / special terms and conditions to be advertised (if applicable)		Comment
5.1	CIDB Rating	Company must be CIDB ME company registered in the field of this tender
5.2	Artisan registration	SARACCA B6 or higher SARACCA registration copy, to be attached to tender (Attach all pages retrieved from SARACCA web site for this person) <b>Note:</b> No Person will be allowed to asses any machine or equipment if not registered with SARACCA All staff shall be working in direct supervision of SARACCA registered person
5.3	Staff qualification	<b>Staff qualification</b> – Qualification trade test certificates & ECB registered artisan, with Correct SARACCA qualifications/registration.
5.4	Company own employed staff experience attending to the works	<b>Company employed staff experience</b> – Artisan/s Experience(after trade test) (Company/s Human Resource department/s staff employment certified letter/s required)
5.5	Functionality	<b>Functionality</b> - Compile complete bill of material (This is to be done per unit to be serviced on BOQ Quote for all material needed to complete the works on quote form attached to tender.(Example: Tender required installation of item to be installed or sealed or painted – The BOQ do not reflect the required material [will result in 0 points and disqualification of tender].
5.6	Works planning	<b>Works planning</b> - Submit execution plan of each consecutive day of what work will be done and in which area. The day 1 to day 20 (for example) will be utilized to describe each day of planed works. Failure to submit this plan will result in disqualification of tender. Please note a column must be left open on the right hand side to indicate the actual dates from start to finish, when company has the official order.
5.7	Previous work experience	Letters from three (3) contactable references (not later than 2 years) from current clients/ customers of the contractor where they rate the following four (6) aspects of the bidder and Documentation <ul style="list-style-type: none"> <li>• Professionalism</li> <li>• Quality of Service</li> <li>• Reporting and/or Completion Certificate Issue</li> <li>• Overall impression (would use again)</li> <li>• Certificate of Completion</li> <li>• Service Report.</li> </ul>

Name of End User(in Full)	N. NOLINDO	Name of SCM rep(in Full)	N. Tshautwayo
Designation	CIBB PERSON	Designation/rank(in Full)	SGO
Signature		Signature	
Date	08/12/2023	Date	08/12/2023

PROVINCE OF KWAZULU-NATAL - DEPARTMENT OF HEALTH

ESTIMATE FORM FOR : THE MAINTENANCE, REPAIR OR REPLACEMENT OF FIXED PLANT, EQUIPMENT AND INSTALLATIONS INSTALLED IN KWAZULU-NATAL PROVINCIAL HOSPITAL AND BUILDINGS

SUBMIT TO: \_\_\_\_\_ FOR ATTENTION: \_\_\_\_\_  
 INSTITUTION: \_\_\_\_\_ ZNQ NO.: \_\_\_\_\_  
 SCOPE OF WORK: (A description of the work quoted for is required). \_\_\_\_\_

I/We hereby quote for the above work in accordance with the conditions as specified in Tender document.  
 Materials, component/ancillary parts: Firm Price A detailed list of materials etc. showing unit costs shall be provided.

A.	Quoted for Bought Out Items	(Excluding VAT)(Carried forward)	R _____
	Mark Up @ _____ %	(Maximum Mark Up = 20% for values R0.00 to R500 000.00)	R _____
B.	Quoted for Proprietary Items	(Excluding VAT)(Carried forward)	R _____
C.	Quote for Sub-Contract Items	(Excluding VAT)(Carried forward)	R _____
	Mark Up @ _____ %		R.....

Note: Subcontracting is limited to specialized testing, programming of software based applications, inspections, adjustment/s, monitoring, and drawing of manufacturing plans, verifying of materials to be used in pressure vessels and associated equipment.

Actual work shall be carried out by primary contractor \_\_\_\_\_

D.	Labour, Travelling, Subsistence and Transport	This price shall be firm in respect of materials etc. quoted for	(Excluding VAT) (Brought forward)	R _____
E.	Less credit for redundant materials	parts and equipment if applicable		R ( _____ )

SUBTOTAL R \_\_\_\_\_

VAT @ \_\_\_\_\_ % R \_\_\_\_\_

F. This Price in SA Currency firm for 90 days from date of the estimate quotation and shall not be exceeded. To be measured on completion. R \_\_\_\_\_

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

NAME OF SERVICE PROVIDER: \_\_\_\_\_ ZNQ...../20....

CIDB UNIQUE NUMBER ..... CIDB CATEGORY.....

PROVINCIAL SUPPLIERS DATABASE REGISTRATION NUMBER: \_\_\_\_\_

SERVICE PROVIDER'S AUTHORISED SIGNATURE: \_\_\_\_\_ ZNQ No.....

NAME IN BLOCK LETTERS: \_\_\_\_\_

COMPANY STAMP: \_\_\_\_\_ DATE \_\_\_\_\_

PROVINCE OF KWAZULU-NATAL - DEPARTMENT OF HEALTH

**ESTIMATE FORM FOR : THE MAINTENANCE, REPAIR OR REPLACEMENT OF FIXED PLANT, EQUIPMENT AND INSTALLATIONS INSTALLED IN KWAZULU-NATAL PROVINCIAL HOSPITAL AND BUILDINGS**

SUBMIT TO: \_\_\_\_\_ FOR ATTENTION: \_\_\_\_\_

INSTITUTION: \_\_\_\_\_ ZNQ NO.: \_\_\_\_\_

SCOPE OF WORK: (A description of the work quoted for is required). \_\_\_\_\_

I/We hereby quote for the above work in accordance with the conditions as specified in Tender document

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

A.	Quoted for Bought Out Items	(Excluding VAT)(Carried forward)	R
	Mark Up @ .....	% (Maximum Mark Up = 20% for values R0.00 to R500 000.00)	R
B.	Quoted for Proprietary Items	(Excluding VAT)(Carried forward)	R
C.	Quote for Sub-Contract Items	(Excluding VAT)(Carried forward)	R
	Mark Up @ .....	%	R.....

Note: Subcontracting is limited to specialized testing, programming of software based applications, inspections, adjustment/s, monitoring, and drawing of manufacturing plans, verifying of materials to be used in pressure vessels and associated equipment.

Actual work shall be carried out by primary contractor

D.	Labour, Travelling, Subsistence and Transport	This price shall be firm in respect of materials etc. quoted for (Excluding VAT) (Brought forward)	R
E.	Less credit for redundant materials parts and equipment if applicable		R ( )

SUBTOTAL R

VAT @ ..... % R

F. This Price in SA Currency firm for 90 days from date of the estimate quotation and shall not be exceeded. To be measured on completion. R

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

NAME OF SERVICE PROVIDER: \_\_\_\_\_ ZNQ...../20...

CIDB UNIQUE NUMBER ..... CIDB CATEGORY.....

PROVINCIAL SUPPLIERS DATABASE REGISTRATION NUMBER: \_\_\_\_\_

SERVICE PROVIDER'S AUTHORISED SIGNATURE: \_\_\_\_\_ ZNQ No.....

NAME IN BLOCK LETTERS: \_\_\_\_\_

COMPANY STAMP: \_\_\_\_\_ DATE \_\_\_\_\_

D.1 SCHEDULE OF PRICES  
 LABOUR, SUBSISTENCE, TRAVEL AND TRANSPORT REPLACEMENT AND  
 ADDITIONAL EQUIPMENT

D.1.1	LABOUR	No. of	TOTAL HOURS	RATE/HR	AMOUNT	
a)	Artisans	.....	.....	R 300.00	R.....	
b)	Apprentice					
	1 <sup>st</sup> Year	.....	.....	R 118.00	R.....	
	2 <sup>nd</sup> Year	.....	.....	R 150.00	R.....	
	3 <sup>rd</sup> Year	.....	.....	R 180.00	R.....	
	4 <sup>th</sup> Year	.....	.....	R 265.00	R.....	
c)	Semi-skilled	.....	.....	R 142.00	R.....	
d)	Unskilled	.....	.....	R 75.00	R.....	
D.1.2	TRAVEL		TOTAL Km	RATE/Km		
D.1.2.1	From service provider's premises to site			Petrol	Diesel	
a)	..... trips(Driver) (skilled)	.....	.....	R 7.78	R 7.58	R.....
	@ ..... km per trip					
b)	.....trips (Semi-skilled)(Driver)	.....	.....	R 5.80	R 5.60	R.....
	@.....km per trip					
D.1.3	ADDITIONAL LABOUR TRAVELLING WITH DRIVER		TOTAL HOURS	RATE/HR	AMOUNT	
a)	..... x Additional Artisan/s ..... trips (skilled) @ ..... km per trip + 80km/hr	.....	.....	R 300.00	R.....	
b)	..... x Additional Semi-Skilled ..... trips (semi) @ ..... km per trip + 80km/hr	.....	.....	R 142.00	R.....	
c)	..... x Additional Unskilled trips (unskilled) @ ..... km per trip + 80km/hr	.....	.....	R 75.00	R.....	
d)	..... x Additional Apprentice/s ..... trips (semi) @ ..... km per trip + 80km/hr	.....	.....	R.....	R.....	
SUBTOTAL CARRIED FORWARD TO PAGE 4					R.....	