



KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

Quotation Advert

Opening Date: 10/10/2024

Closing Date: 24/10/2024

Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: Choose an item.

Province: KwaZulu-Natal

Department of entity: Department of Health

Division or section: Central Supply Chain Management

**Place where goods/
service is required:** Addington Hospital

Date Submitted: Click here to enter a date.

ITEM CATEGORY AND DETAILS

Quotation number: ZNQ: HOH1174/24-25

Item Category: Goods

Item Description: INSTALLATION OF ESSENTIAL LV PANEL AND RE ROUTE GENERATOR PANEL WITHIN BASEMENT FOR ADDINGTON HOSPITAL MTB WARDS AND FRONT-END AT ETHEKWINI CIDB: 1 EB or above

Quantity (if supplies): 15

COMPULSORY SITE VISIT MEETING

Select Type: Compulsory Site Meeting

Date: 18/10/2024

Time: 11:00 AM

Venue: ADDINTON HOSPITAL

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: 033 815 8344

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

PARTICULARS OF QUOTATION

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: DEPARTMENT OF HEALTH- CENTRAL SCM

FACSIMILE NUMBER: N/A E-MAIL ADDRESS: Quotations.scmho@kznhealth.gov.za

PHYSICAL ADDRESS: 310 JABU NDLOVU STREET, SCM OFFICES, PIETERMARITZBURG, 3201

QUOTE NUMBER: ZNQ , HOH , 1174 , 24 - 25 VALIDITY PERIOD: 90 DAYS

DATE ADVERTISED: 10/10/2024 CLOSING DATE: 24/10/2024 CLOSING TIME: 11:00

DESCRIPTION: INSTALLATION OF ESSENTIAL LV PANEL AND RE ROUTE GENERATOR PANEL WITH BASEMENT

CONTRACT PERIOD (IF APPLICABLE):

DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS):

310 JABU NDLOVU STREET, PIETERMARITZBURG, SCM OFFICES, TENDER ADVISORY

or emailed to:- Quotations.scmho@kznhealth.gov.za

ENQUIRIES REGARDING THE QUOTE MAY BE DIRECTED TO:

CONTACT PERSON: Kwazikwakhe Cele TELEPHONE NUMBER: 033 815 8344

E-MAIL ADDRESS: Kwazikwakhe.cele@kznhealth.gov.za

ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

CONTACT PERSON: Justin Pillay TELEPHONE NUMBER: 066 301 1802

E-MAIL ADDRESS: Justin.Pillay@kznhealth.gov.za

Bidders should ensure that quotes are delivered timeously to the correct address. If the quote is late, it will not be accepted for consideration.

The quote box is open from 08:00 to 15:30.

QUOTATIONS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RETYPED)

THIS QUOTE IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

THE FOLLOWING PARTICULARS OF BIDDER MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR QUOTE BEING DISQUALIFIED)

NAME OF BIDDER:

E-MAIL ADDRESS:

POSTAL ADDRESS:

STREET ADDRESS:

TELEPHONE NUMBER: FACSIMILE NUMBER:

CELLPHONE NUMBER: SARS PIN:

VAT REGISTRATION NUMBER (If VAT vendor):

CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO.

M A A A

UNIQUE REGISTRATION REFERENCE:



BIDDERS NAME :

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/ 1174 / 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 _____



DESCRIPTION-	INSTALLATION OF ESSENTIAL LV PANEL AND RE ROUTE GENERATOR PANEL WITH BASEMENT
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THE BELOW PREFERENCE POINTS WILL BE ALLOCATED IN COMPLIANCE WITH THE DEPARTMENTAL PREFERENCE PROCUREMENT POLICY (KNOWN AS SCM PPP):	POINTS ALLOCATED
Race: Full points allocated to companies who are at least 51% Owned by Black People	20

ICN NUMBER	QUANTITY	UNIT OF MEASURE	DESCRIPTION	BRAND & MODEL	COUNTRY OF MANUFACTURE	PRICE	
						R	C
	15		INSTALLATION OF ESSENTIAL LV PANEL				
			AND RE ROUTE GENERATOR PANEL				
			WITHIN BASEMENT FOR ADDINGTON				
			HOSPITAL MTB WARDS AND FRONT-END				
			AT ETHEKWINI				
			Compulsory Site Visit Meeting				
			Date: 18 October 2024				
			Time: 11:00 AM				
			Venue: Addington Hospital				
			CIDB: 1 EB or above				
			NB: SPECIFICATION ATTACHED				
			Hand Deliver : 310 Jabu Ndlovu street,				
			SCM Offices,				
			Quotation Tender Box.				
			Proof of CSD summary with banking details				
			Tax Clearance Certificate must be				
			attached OR email to				
			Quotations.scmho@kznhealth.gov.za				
VALUE ADDED TAX @ 15% (Only if VAT Vendor)							
TOTAL QUOTATION PRICE (VALIDITY PERIOD 90 Days)							

NAME OF BIDDER: _____ SIGNATURE OF BIDDER: _____
 (By signing this document, I hereby agree to all terms and conditions)

CAPACITY UNDER WHICH THIS QUOTE IS SIGNED: _____ DATE: _____



CLARITY ON DECLARATION OF INTEREST SBD 4 (a)

BIDDER NAME	
LEGISLATION ON DISCLOSURE OF INTEREST	
<p>The Public Service Act 103 of 1994 indicates in section 30(1) that "No employee shall perform or engage himself or herself to perform remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department."</p> <p>Furthermore, in terms of the Public Service Regulations paragraph 13(c), "An employee shall not conduct business with any organ of state or be a director of a public or private company conducting business with an organ of state, unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the Public Finance Management Act"</p> <p>Treasury Regulations 16A8.4 further indicates that "If a supply chain management official or other role player, or any close family member, partner or associate of such official or other role player, has any private or business interest in any contract to be awarded, that official or other role player must-(a) disclose that interest; and (b) withdraw from participating in any manner whatsoever in the process relating to that contract."</p>	
CLARITY ON HOW TO DISCLOSE	
<p>Clause 2.2 of the Bidders Disclosure (SBD4), require the bidder to disclose a relationship with any person employed by the entire KZN Department of Health, even if that person is not employed by the procuring institution. The Department may use other Computer Assisted Techniques to verify possible interest, should you be found to have failed to disclose correctly, your bid/quotation will be treated as a false declaration, treated as non-responsive and disqualified.</p> <p>For example, if the tender is advertised or invited by Addington Hospital, yet the person with interest is employed by Manguzi Hospital, as long as that official is employed by the Department of Health, the bidder is required to disclose interest. Therefore the question is, do you, or any person connected with the bidder, have a relationship with any person who is employed by the KZN Department of Health? If so, please furnish particulars on Bidders Disclosure (SBD4) section 2.2.1, as attached below,</p>	

I read the above clarity on disclosure of interest and I commit to disclose as directed, should I fail to disclose correctly, I am aware of the consequences, which may include disqualification of my offer.

BIDDER SURNAME AND INITIALS

SIGNATURE

DATE

BIDDER'S DISCLOSURE

1 PURPOSE OF THE FORM

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

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

2 BIDDER'S DECLARATION

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

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

FULL NAME	IDENTITY NUMBER	NAME OF STATE INSTITUTION

2.2. Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution²? **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 consortium³ will not be construed as collusive bidding.
- 3.4. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6. There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

NAME OF BIDDER

SIGNATURE

POSITION

DATE

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

² "Procuring Institution" refers to all institutions under the Accounting Officer of the Department of Health.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

GENERAL CONDITIONS OF CONTRACT

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 consignee 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 harm 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 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.

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:
- (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 preferential procurement 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.
- 3.21. Should there be a variation in price and such variation is above the order amount, the Department will reserve the right to place a new order.

4. NEGOTIATIONS

- 4.1. The Department reserves the right to negotiate with the shortlisted bidder/s prior or post award. The terms and conditions for negotiations will be communicated to the shortlisted bidder/s prior to invitation to negotiations. This will be done to ensure value for money and where the bidder/s price is deemed to be exorbitant, uneconomical or not market related.

5. SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF THIS QUOTATION.

- 5.1. 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.
- 5.2. 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.
- 5.3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
- 5.4. 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.
- 5.5. Any alteration made by the bidder must be initialled; failure to do so may render the response invalid.
- 5.6. Use of correcting fluid is prohibited and may render the response invalid.
- 5.7. Quotations will be opened in public as soon as practicable after the closing time of quotation.
- 5.8. Where practical, prices are made public at the time of opening quotations.
- 5.9. 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.
- 5.10. The Department is under no obligation to pay suppliers in part for work done if the supplier can no longer for fulfil their obligation.

6. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS

- 6.1. 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.

- 6.2. 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.
- 6.3. 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.
- 6.4. 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.
- 6.5. Quotation documents must not be included in packages containing samples. Such quotations may be rejected as being invalid.

7. SAMPLES

- 7.1. 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.
- 7.2. **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.

8. COMPULSORY SITE INSPECTION / BRIEFING SESSION

- 8.1. 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: 18 / October / 2024 Time: 11:00 : AM Place: _____

Institution Stamp:	Institution Site Inspection / briefing session Official:
	Full Name: _____
	Signature: _____
	Date: _____

9. STATEMENT OF SUPPLIES AND SERVICES

- 9.1. 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.

10. SUBMISSION AND COMPLETION OF SBD 6.1

- 10.1. 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.

11. TAX COMPLIANCE REQUIREMENTS

- 11.1. 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.
- 11.2. 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.

12. TAX INVOICE

- 12.1. 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.

13. PATENT RIGHTS

- 13.1. 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.

14. PENALTIES

- 14.1. 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.



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

ELECTRICAL SYSTEMS:

**INSTALLATION OF ESSENTIAL LV PANEL AND RE-ROUTE CABLE
TO GENERATOR PANEL FOR MTB WARDS & FRONT END
AT ADDINGTON HOSPITAL IN ETHEKWINI**

**ETHEKWINI HEALTH DISTRICT
ADDINGTON HOSPITAL**

J. Pillay

Electrical Engineer

eThekwin Management Hub

066-301-1802

September 2024

1. PURPOSE, SCOPE AND DEFINITIONS OF CONTRACT WORK CATEGORIES

The purpose of this specification is to procure the services of a reputable, competent and accredited Electrical Contractor to be able to execute additional electrical works on electrical installations, electrical distribution system and related ancillaries at Addington Hospital.

2. 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.

3. CONDITIONS OF CONTRACT

3.1 NOTICE TO BIDDERS

3.1.1 The institutions will remain open and operational at all times therefore the Contractor shall make the necessary arrangements with the Institutional Management and Maintenance staff for any power outages that are required or any isolations thereof.

3.1.2 The Administration reserves the right to negotiate prices in the Schedule of Prices.

3.1.3 All redundant material and rubble shall to be removed from the institution's property immediately.

3.1.4 The Contractor is advised to visit the site prior to tendering to acquaint him/herself with the nature of the work to be done and access to the siting of the existing buildings etc., as no claim will be allowed on the grounds of ignorance or want of understanding regarding the conditions under which the work will be executed.

3.1.5 All items and quantities in the Schedule of equipment are PROVISIONAL and subject to re-measure after Site visit

3.1.6 The Schedule of equipment shall be read in conjunction with the Scope of Work.

3.1.7 Any discrepancies or omissions shall be brought to the attention of the Project Leader immediately.

3.1.8 Preference will be given to Bidders who :

3.1.8.1 *Are currently part of the 5731 Electrical Maintenance Database*

3.1.8.2 *Failing which, a proven track record of work completed within the KZN Dept. of Health must be submitted. Contractor to then submit completion certificates and award letter to verify successful completion of electrical works.*

3.1.9 The Contractor must be registered with CIDB and must have minimum grading of 1EB.

3.1.10 The Contractor must be competent with proven experience in working with electrical systems with traceable references.

4. EXECUTION PERIOD

The contract is for ONE (1) month (30 days).

5. APPLICABILITY OF CONTRACT

THIS CONTRACT PERTAINS TO INSTALLATION OF ESSENTIAL LV PANEL AND RE-ROUTE CABLE TO GENERATOR PANEL FOR MTB WARDS & FRONT END AT ADDINGTON HOSPITAL IN ETHEKWINI

6 TECHNICAL SPECIFICATION

6.1 COMPLIANCE WITH REGULATIONS AND STANDARD SPECIFICATIONS

- a) The Contractor shall observe and abide by all rules and regulations stipulated in the Occupational Health and Safety Act (Act 85, 1993) while conducting maintenance in the facility.
- b) The Contractor shall take cognisance of the standards listed below while conducting maintenance.
- c) An Electrical Certificate of Compliance, in accordance with the OHS Act as amended, will be required for all Electrical Works.
- d) The Contractor shall observe Municipal By-laws and any special requirements of the Supply Authorities of the area or district concerned while conducting maintenance.
- e) The Contractor shall observe Local Fire Regulations while conducting maintenance.
- f) All building works shall be in accordance with the Standard Preambles to All Trades.
- g) The contractor shall fully familiarise himself with these documents prior to quoting.

7 PARTICULAR SPECIFICATION

7.1.1 GENERAL

This Technical Specification shall be read in conjunction with all other sections of the specification.

7.1.2 GENERAL REQUIREMENTS

Bidders/Tenderers are to make special note of the following:

- a) This particular specification must be read with, and shall form part of, Part 5 of this document (Technical Specification).
- b) In so far as the conditions contained herein are at variance with any obtained in the Technical Specifications, the contract shall be interpreted in terms of this Part 6 (Particular Specification).
- c) The whole maintenance activity shall be in accordance with the Occupational Health and Safety Act 85/1993 and all regulations framed therein shall be carried out to the satisfaction of the Department of Health.
- d) Competent workmen skilled in their trade shall carry out all work. Quality shall be of the best standard practice and all workmanship will be subject to the approval of the Department of Health.
- e) The work shall at all times, for the duration of the contract, be carried out under the supervision of a skilled and competent representative of the Contractor, who will be able and authorized to receive and carry out instructions on behalf of the Contractor. A sufficient number of two workmen shall be employed at all times to ensure satisfactory progress of the work.
- f) All apparatus, component parts, fittings and materials employed in the execution of the Contract shall be new and unused and shall be the latest type or pattern of the particular manufacture employed. S.A.B.S. mark bearing items shall be used wherever possible.
- g) Rates are to include for testing of the complete system upon completion of maintenance and handing over back to the Client in working order ready for reuse.
- h) Tenderers are advised to visit the site and acquaint themselves fully with the site conditions and nature and full extent of work involved prior to submitting their tender/quotation. Claims on the grounds of insufficient information in such respects or otherwise will not be entertained by the Administration.
- i) The contractor shall provide all necessary tools and equipment. No payment will be made for hired tools.
- j) Payment of spares/parts/components used will be on sliding mark-up scale as per table below.

(Excluding VAT)(Carried forward
(Maximum Mark Up = 20% for values R0.00 to R299 999.99)
(Maximum Mark Up = 15% for values R300 000.00 to R500 000.00)
(Maximum Mark Up = 13% for values over R500 000.00)

- k) NOTE: All electrical equipment shall comply with NER Regulation of voltage

7.1.3 SCOPE OF WORK

- a) The scope of the contract is to:
 - i) re-route existing supply from LV plant board A & B within the located within the hospital basement to the Basement substation Essential panel supplied by the generator.
 - ii) re-route existing supply from Chiller plant board located within the basement to the Basement substation Essential panel supplied by the generator.
- b) This includes supply and delivery of power cables, cable racking (ladders), trunking, terminations, cable joints and a suitably rated LV panel to provide power to the front end of the hospital and within the basement substation.
- c) The price in the bill of quantities shall include all spares, consumables and equipment necessary to ensure that the existing supply is fed from the generator essential panel.

An Electrical Certificate of Compliance, in accordance with the OHS Act as amended, will be required for all electrical work done.

8 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 (7) days after being awarded the Contract to discuss the SLA.

9 SITE SPECIFIC REQUIREMENTS

- For all scheduled work, prior arrangements to visit site shall be made with the Facility Manager and the Hub Electrical Engineer

10 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.**
- A job card must be completed on site by the service provider indicating the time worked for a job allocated. The job card is to be signed and stamped with a dated facility stamp by the facility manager or his/her delegated official on site.

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

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

11 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 electrical scope of work outlined in this document.

Where a service provider is required to hire plant or equipment which does not form part of their normal electrical 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.

12 MEANS OF COMMUNICATION

The contractor will be notified by email, Whatsapp or telephonically, of any fault by the Hub Engineer or delegated staff member in the event of an emergency. 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 staff member 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.

13 TERMINATION CLAUSE

The Department of Health reserves the right to terminate the contract if the contractor breaches any condition/s of the agreement. All applicable conditions will be on the SLA.

14 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 hazardous material(s), a safe disposal certificate shall be issued by the contractor to the facility for record keeping and proof that disposal was safely and correctly done.

15 INVESTIGATION, TESTING AND COMPLETION OF THE WORKS

In the event of any fault or emergency to the installation, during the 12 months warranty period, the service provider shall respond within one hour of the fault taking place. The contractor must conduct a root-cause analysis for the incident and produce a report with recommendations to prevent any fault/recurring 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 trade tested 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.

16 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.

The service provider's response time must be **1 hours maximum** from the time a fault is reported.

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.

17 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.

The Contractor is to service and repair equipment and complete the sheet below in addition to the service report to be submitted after works have been completed

The Contractor shall inform the Chief Artisan/Project Leader of all defects found, especially those that need urgent attention. Submit a report no later than 3 days after service and inspection. No invoice will be paid without a comprehensive report.

18 THE SITE

The site is at Addington Hospital KwaZulu-Natal.

- Street address: 16 Erskine Terrace, South Beach, eThekweni, 4001
Postal address: PO Box 977 Durban 4000

Tenderers are encouraged to visit the site to ensure successful installation of the work required. Arrangements in this regard can be made with the representative from the Department of Health.

18.1 PROGRAM OF WORKS

It is imperative that the servicing be executed with minimum interruption to the facility.

The contractor shall notify the facility seven (7) days prior to carrying out any servicing work. As the facility is to remain in full operation for the duration of the works, the works are to be planned and executed so as to cause minimum disturbance.

A program WILL BE submitted prior to the commencement of any work for the approval by the Project Leader. No work will commence without the program of works having been approved by the Project Leader.

18.2 DOCUMENTS

Required before signing the contract. Some will be outlined by SCM and Contracts Management

DOCUMENT
Health and Safety Plan
Contractor Organogram
Emergency Contact Numbers

19 ELECTRICAL

19.1 While maintaining electrical works, the Contractor shall take the following into account

- a) The Code of Practice for the Wiring of Premises as issued by the South African Bureau of standards (SANS 10142-1).
- b) The KwaZulu-Natal Department of Health General Electrical Policy.
- c) The Machinery and Occupational Safety Act - Act 6/1983.
- d) The Municipal By-laws and any special requirements of the Supply Authorities of the area or district concerned.
- e) Local Fire Regulations.

19.2 Certificate of Compliance

The contractor shall submit a mandatory Certificate of Compliance should any new electrical installation be done while conducting maintenance. All electrical work carried out will be neat and best class materials must be used. All wiring shall conform to the SANS 10142.

20 SCHEDULE OF PRICES

PREAMBLE TO THE SCHEDULE OF PRICES

- 20.1 All prices shall be quoted in the currency of the Republic of South Africa and will be fixed. Only where exchange rates have been stated in the quotation document, as at two weeks (14 days) prior to closing date of this quotation, will such exchange rate fluctuation be taken into account in the variation of the cost of the imported items/equipment.
- 20.2 The Tenderer shall enter a price against each item in the schedule of prices. If the Tenderer fails to enter a price against any item in the schedule of prices the relevant cost of such item shall be regarded as being covered by other prices in the schedule of prices.
- 20.3 The prices quoted against each item of these schedules shall cover the full inclusive cost of everything required for the execution of the work under the item plus an apportionment of any cost involved in meeting the obligations and liabilities imposed by the conditions of contract and in complying with the specifications.
- 20.4 The prices quoted for the maintenance of plant and equipment shall include for all handling, loading, transporting and off-loading required for the delivery of the plant and equipment to the site, including in the case of off-site storage for double handling at the store.
- 20.5 The tendered/quoted rates and amounts must exclude Value Added Tax (VAT) but must include all levies, other taxes and duties on items to which they apply. Separate provision has been made in the Summary of Schedule of Prices for the purpose of VAT.
- 20.6 Amounts allowed for contingencies will be spent in part or as a whole at the sole discretion of the Department of Health's "Representative".

The Schedule of Prices shall be completed and signed in **black ink**. Corrections must be done by deleting, re-writing and initialling next to the amendment.

21 PRICING/APPLICABLE RATES

21.1 Labour

The standard applicable labour rates are as per the schedule of rates supplied and quoted for by the Contractor. 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.

21.2 Travel and Transport

The Contractor will be reimbursed for any travelling and transportation, etc. required for carrying out the agreed scope of work as per the **latest departmental fuel rates (within the month that the work was performed)**.

22 MARK-UP ON MATERIALS, SPARE PARTS, PLANT AND EQUIPMENT

The works will be at a proven cost plus mark-up basis. The following scale will apply in respect of the maximum allowable mark-up on the sum total cost, prior to the addition of VAT, on all materials, spare parts, outsourced work, plant and equipment related to electrical work.

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

(Excluding VAT) Carried forward
(Maximum Mark Up = 20% for values R0.00 to R299 999.99)
(Maximum Mark Up = 15% for values R300 000.00 to R500 000.00)
(Maximum Mark Up = 13% for values over R500 000.00)

23 BILL OF QUANTITIES

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
PART A: MTB (Main Tower Block Panel to new Basement Substation Panel)					
	Supply the services of a reputable, competent and accredited Service Provider for the supply deliver and install of essential				
	standby power cable and panel for the fMTB Wards at Addington Hospital				
1	95mm2 4-core ECC cable	90	m		
2	200mm MD cable ladder with fixtures	60	m		
3	95mm 4-core cable joint	1	Each		
	10kA LV Panel - 3CR 12, Red powder coated, (1000m wide, 600mm deep; 2000mm high) with a wire way				
4	4 (four) individual feeders with one incoming isolator: 100A 150A adjustable MCCB	1	Each		
5	Plinth	1	Each		
6	70mm silicon braid	30	m		
7	70mm x 10 lugs	20	Each		
8	70mm compression glands	20	Each		
9	Artisan	40	hour		
10	Semi-Skilled	40	hour		
11	Unskilled 1	40	hour		
12	Unskilled 2	40	hour		
13	Unskilled 3	40	hour		
14	Travel	400	km		
15	Artisan - Overtime 1.5x the normal rate above	40	hour		
16	Semi-Skilled - Overtime 1.5x the normal rate above	40	hour		
17	Unskilled 1 - Overtime 1.5x the normal rate above	40	hour		
18	Unskilled 2 - Overtime 1.5x the normal rate above	40	hour		

19	Unskilled 3 - Overtime 1.5x the normal rate above	40	hour		
20	Travel - Overtime 1.5x the normal rate above	400	km		
	SUB-TOTAL: PART A				
ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
PART B: Front End of Hospital (Trauma Casualty, OPD & Pharmacy Panel to new Basement Substation Panel)					
	Supply the services of a reputable, competent and accredited Service Provider for the supply deliver and install of essential				
	standby power cable and panel for the front end of Addington Hospital				
1	70mm ² 4-core ECC cable		90	m	
2	200mm MD cable ladder with fixtures		50	m	
3	70mm 4-core cable joint		1	Each	
	10kA LV Panel - 3CR 12, Red powder coated, (600mm deep; 2000mm high) with a wire way				
4	4 (four) individual feeders with one incoming isolator: 100A		1	Each	
4	150A adjustable MCCB				
5	Plinth		1	Each	
6	70mm silicon braid		30	m	
7	70mm x 10 lugs		20	Each	
8	70mm compression glands		20	Each	
9	Artisan		45	hour	
10	Semi-Skilled		45	hour	

11	Unskilled 1		135	hour	
12	Unskilled 2		135	hour	
13	Unskilled 3		135	hour	
14	Travel		400	km	
15	Artisan - Overtime 1.5x the normal rate above		45	hour	
16	Semi-Skilled - Overtime 1.5x the normal rate above		45	hour	
17	Unskilled 1 - Overtime 1.5x the normal rate above		135	hour	
18	Unskilled 2 - Overtime 1.5x the normal rate above		135	hour	
19	Unskilled 3 - Overtime 1.5x the normal rate above		135	hour	
20	Travel - Overtime 1.5x the normal rate above		400	km	
	SUB-TOTAL PART B				
	TOTAL PRICE FOR PART A + PART B EXCL VAT				
	VAT				
	TOTAL PRICE FOR PART A + PART B INCL VAT				

TENDER/QUOTATION EVALUATION CRITERIA AND SCORING

The minimum scoring points required for the bidder to be considered responsive is 80 points.

Evaluation Criteria	Deliverables	Points	Sub-Points	Sub-Criteria	Sub-Points Scoring
1. Competency & Experience	The following documents to reflect the information captured in the schedule of projects:- Attach Letter of Award/Order- signed by the Institution Client/Engineer /Principal Agent indicating successful completion for each project for INSTALLATION OF SWITCHGEAR PANELS AND COMPONENTS & CABLE INSTALLATION	50	50	Attach Letter of Award/Order- signed by the Institution Client/Engineer /Principal Agent indicating successful completion for each project for INSTALLATION OF SWITCHGEAR PANELS AND COMPONENTS & CABLE INSTALLATION	Full information on five (5) or more projects in the past 5 years or less.
					Full information on two to four (2-4) projects in the past 5 years or less.
					Full information on one (1) project in the past 5 years or less.
					No information or incomplete information.
2. Resource Capacity	Tenderer to demonstrate their technical competency, human resource capacity	20	20	Detailed schedule of key resources	Key technical Resources: Technical Manager, Foreman or Supervisor must be Trade Tested Artisan as an electrician. Attach proof of Trade test certificate as an electrician and experience. Technician must be registered with the Dept. of Labour.
					No submission
3. CIDB & DOL/ECB	Submit a proof of CIDB registration Submit a proof of Company registration with ECB or DOL as an Electrical Contractor	10	5	Submission of a proof of CIDB registration Submit proof of Company registration with ECB or DOL as an Electrical Contractor	Submission of a proof of CIDB registration (1 EB or 1 EP) or above
					No submission
					Submission of a detailed project organogram showing all project resources including key technical resources. The organogram must indicate the roles and responsibilities of each key project team members that will be allocated to this project.
					No submission or inadequate information.
4.Tenderer's Project Management Structure and Organogram and Experience of Resources Proposed for the Project	Submits a detailed project organogram that sets out the roles and responsibilities of each proposed team member, which is backed up By their curriculum vitae that demonstrate extensive experience, together with a project implementation structure shall be allocated maximum sub-points.	20	10	Submission of a detailed organogram Detailed CV of each key project resources have more than (5) years' experience	Key technical resources on the project organogram has a minimum of 5 years' experience in electrical system INSTALLATIONS OF SWITCHGEAR PANELS AND COMPONENTS, CABLE INSTALLATION and testing and commissioning. (Attach CV)
					No submission or inadequate information.
					Key technical resources on the project organogram has a less than 5 years' experience in electrical system maintenance and repairs.