



KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

Quotation Advert

Opening Date: 05/09/2024
Closing Date: 10/09/2024
Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: Mosvold Hospital
Province: KwaZulu-Natal
Department of entity: Department of Health
Division or section: Central Supply Chain Management
Place where goods/
service is required: Mosvold Hospital

Date Submitted: 04/09/2024

ITEM CATEGORY AND DETAILS

Quotation number: ZNQ: MVH329 / 2024 / 2025
Item Category: Services
Item Description: major service of standby generators at clinics
Quantity (if supplies): 005

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Not applicable
Date: Click here to enter a date.
Time: Click here to enter text.
Venue: Click here to enter text.

QUOTES CAN BE COLLECTED FROM: Website

QUOTES SHOULD BE DELIVERED TO: Mosvold Tender Box at Main gate or by email

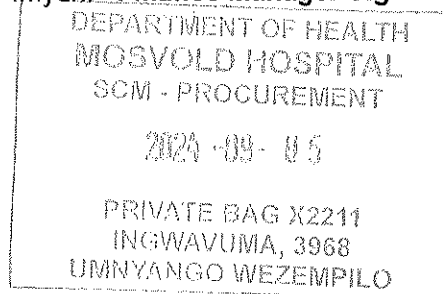
ENQUIRIES REGARDING ADVERT MAY BE DIRECTED TO:

Name: Mr. T.G. Khanyile

Email: Thulani.khanyile@kznhealth.gov.za
Ext.1077

Contact number: 035) 5910145

Finance Manager Name: Mrs N.P. Myeni Finance Manager Signature 





YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: MOSVOLD HOSPITAL

PHYSICAL ADDRESS: MAIN ROAD, INGWAVUMA 3968

DATE ADVERTISED: 05 SEPTEMBER 2024 CLOSING DATE: 10 SEPTEMBER 2024 CLOSING TIME: 11:00

DESCRIPTION: MAJOR SERVICE OF STANDY BY GENERATORS ATCLINICS

CONTRACT PERIOD (IF APPLICABLE): ONCE OFF

DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS):
MOSVOLD HOSPITAL MAIN GATE OR SEND BY USING EMAIL

ENQUIRIES REGARDING THE QUOTE MAY BE DIRECTED TO:

CONTACT PERSON: MR. T.G KHANYILE TELEPHONE NUMBER: 035 5910 145
E-MAIL ADDRESS: thulani.khanyile@kznhealth.gov.za

ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

CONTACT PERSON: MR. C DLAMINI TELEPHONE NUMBER: 035 5910 122
E-MAIL ADDRESS: mosvold.quotations@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.

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.

UNIQUE REGISTRATION REFERENCE:

[illegible]



DESCRIPTION: MAJOR SERVICE OF STANDY BY GENERATORS ATCLINICS

ICN NUMBER	QUANTITY	UNIT OF MEASURE	DESCRIPTION	BRAND & MODEL	COUNTRY OF MANUFACTURE	PRICE	
						R	C
01	005	UNIT	MAJOR SERVICE OF				
			STANDY BY GENERATORS AT CLINICS				
			AS PER SPEC ATTACHED				
			SHEMULA CLINIC X 01				
			NDUMO CLINIC X 01				
			GATEWAY CLINIC X 01				
			NKUNGWINI CLINIC X 01				
			KHWAMBUZI CLINIC X 01				
			NB:PLEASE ATTEND ON ATTACHED				
			SPECIFICATION AND EVALUATION				
			CRITERIA FOR PRICING PURPOSES				
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: _____



health

Department:
Health
PROVINCE OF KWAZULU-NATAL

Mosvold hospital, Ingwavuma Main Road
Private Bag X2211, Ingwavuma, 3968
Tel: 035 591 0122, Fax: 035 591 0148
Email: Christopher.Dlamini@knzhealth.gov.za

MOSVOLD HOSPITAL
MAINTENANCE

Scope of servicing of Major of Emergency Diesel Standby Generator

Equipment: Gen set

Make: _____

Type of Service: Major Service

Schedule Date: _____

1. Minimum requirements:

- Company must be register as Electrical or Mechanical contractor
- Proof of valid tax clearance certificate
- Proof of B-BBEE certificate
- Proof of Qualified Diesel Mechanic or Electrician
- Letter of good standing
- Attach **3 copies** completion certificate

60 AND 100 KVA CANOPY GENERATOR

MODEL: _____

RATING POWER: _____

SPEC NO: _____

SPEED: _____

RATED SPEED: _____

ENGINE NO. _____

PHASE ROTATION: _____CLOCKWISE

VOLTS D.C _____ 12V

Fighting Disease, Fighting Poverty, Giving Hope

2. Documents required after service is done:

The contractor shall submit the invoice with the following documents for the payment approval.

- Report of the service as per unit
- Signed and stamp scheduler per unit
- Signe job cards by maintenance officer

CONDITIONS OF SERVICE

1. The contractor will start the project after SCM have issued official order and sign site handover certificate from Maintenance Dept.
2. The contractor shall finish the project within the specified period.
3. Contractor must report in the Maintenance sign **IN** and **OUT** in the Logbook before they start their duties.
4. The contractor must all times adhere to Health and Safety regulations and contracts.
5. The contractor must not damage any equipment or fixtures as he or she responsible for claim.
6. The Hospital is occupied by staff and patients therefore contractor must not disrupt service and prior arrangements must be done with Chief Artisan and Artisan Foreman.
7. The contractor must identifiable with company name.
8. The Hospital/clinic is not responsible for any theft of contractor's equipments, material and they must hire own security.
9. The contractor must dispose all the rubbles in the Authorized dumping site and issue certificate if needed.
10. The performance and quality of work will be monitored daily ad make sure that is according to the specification, poor workmanship will be not acceptable and payment will be affected.
11. The Hospital/clinic is not responsible to loan contractor Labour, Tools, Machines, Step Ladders or any other items.
12. The contractor will perform their duties from 7h: 00am to 16h: 00pm, arrangements for weekend, holidays and late hours will be made prior.
13. Only security will be allow on site at night.

SERVICE TO BE CARRIED OUT

Type:

Make:

Model:

Serial:

Generator:

Alternator:

Radiator:

Engine:

Electronic control:

Oil filter:

Air filter:

Fuel filter:

Other:

Procedure to follow before start generator		Checked		Comment
		Yes	No	
No	Item			
1	Check fan belt condition and tension.			
2	Check fan for any visible damage.			
3	Check radiator hoses and clamps.			
4	Check for any visible damage.			
5	Check all hoses for dust ingress.			
6	Check that water jacket heater is functional.			
7	Check all guards are in position.			
8	Check battery charger.			
9	Check date of installation of replacement battery.			
10	Drain radiator and refill with manufactures coolant{ Make & type }			
11	Supply and fit new filter as per manufactures specification{ Make & type }			
12	Drain engine and refill new with manufactures specified engine oil{ Make & type }			
13	Supply and fit new oil filter as per manufactures specification{ Make & type }			
14	Supply and fit new fuel filter as per manufactures specification{ Make & type }			
15	Supply and fit new air filter as per manufactures specification{ Make & type }			
16	Check battery condition(Maintained free type)			
17	Check battery condition (Maintained free type) Casing, Leads, Box, Lugs, Battery terminals, Clean and tighten connections.			
18	Check oil level.			
19	Check radiator coolant level.			
20	Check day tank fuel level.			
21	Check air vent alternator for any obstructions.			
22	Check starter motor mounting for tightness.			
23	Check generator base and anti vibration mounts for			

	signs of deterioration.			
24	Drain water trap.			
25	Check and test the controller.			
26	Check and inspect enclosure.			
27	Clean genset and enclosure (in and out).			
Procedure to follow before starting and running generator on load for 5 minutes		Checked		Comments
Items		Yes	No	
28	Check for any leaks- oil, fuel, and coolant exhaust gases.			
29	Check alternator charge and operation.			
30	Log engine temperature gauge reading { °c }			
31	Log engine pressure reading { bar }			
32	Log engine battery voltage { watts }			
33	Log generator running hours { hours }			
34	Check low radiator coolant level.			
35	Check all hoses, pipes, fittings and clamps for damage or leaks.			
36	Check exhausts manifold, silence and pipes.			
Shut down generator and check the following:				
38	Engine oil level.			
39	Radiator coolant level.			
Procedure to follow after starting and running generator on load for 30 minutes		Checked		
Item		Yes	No	
40	Log electrical load on the generator { KVA }			
41	Change over mechanism functional.			
42	Check MDI meters for functionality.			
43	Check Phase selector meter for functionality.			
Findings and Recommendations				

Emergency Power Generator Diesel Fuel Analysis Report
SANS 17025: 2005

Institution: _____
Make and Model of Generator: _____ (One report per generator)
Location of Generator: _____
Generator Serial Number: _____

Name of Company conducting cleaning regime and collecting of samples: _____
Name of Technician: _____
Sample Date: _____
Received Date: _____
Reported Date: _____
Type of Sample Container used: _____
Volume of sample taken in ml: _____
Fuel Sample Code: _____

Name of Laboratory conducting testing regime: _____
SANAS accreditation Number: _____
Name of Technician: _____
Sample Date: _____
Received Date: _____
Reported Date: _____

NOTE:

- One test analysis sheet to accompany each individual fuel sample.
- Each test analysis sheet and fuel sample to have the same ID code.
- Test results shall be returned to the Institution prior to payment being made to the service provider.
- Provide a certificate stipulating volumes of waste contaminant removed from tank and a safe Disposal certificate from an accredited waste disposal facility for such waste

(excluding sulphur content compliance and raising of flashpoint levels) as per attached Analysis Report Form.

CONTRACTOR WILL FURTHER ENSURE:

Compliance with all legislated safety requirements pertaining to in situ sampling, diesel tank cleaning, Fuel remediation and client's site specific requirements pertaining to safety and authorization.

Utilize proven accredited tank cleaning and fuel remediation equipment and technology that has:

- A processing flow rate of no less than 1:8 to tank volume ratio.
- Full spectrum water extraction capability (free, entrained and emulsified).
- BV accredited or similar Induction Conditioning fuel remediation technology.
- Three phase filtration and separation filtration down to 3 micron.
- Metallic particulate extraction.

Service crews / personnel are trained and accredited tank cleaning operators suitably skilled in system Operation fuel remediation procedures and safety requirements



EVALUATION CRITERIA

Quotation No.	MVH 330 / 2024 / 2025
Quotation Description	CLEANING OF DIESEL TANKS FOR GENERATORS AT CLINICS

EVALUATION CRITERIA

This institution intends to evaluate valid quotations using **five (5) evaluation stages**. These are peremptory requirements, should the bidder/tenderer fail to comply with any of the stages as stated below, the quotation will be regarded as non-responsive, and will not progress to the final stage of evaluation:

Stage 1: Administrative Compliance; Compulsory and Mandatory Requirements

Stage 2: Capacity to Deliver

Stage 3: Compliance with Specification

Stage 4: Price and Preference Points System (Specific Goals)

Stage 5: Objective Criteria (Submission of Sample)

Bidder Initial here: _____



STAGE 1: ADMINISTRATIVE, COMPULSORY COMPLIANCE AND MANDATORY REQUIREMENTS

NO.	REQUIREMENTS	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	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
Compulsory Compliance			
7.	SUPPLIER UPDATED CIPC REGISTRATION DOCUMENTS	NO	YES
8.	A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (For EMEs & QSEs)	NO	YES
9.	PROOF OF GOOD STANDING	YES	YES
Mandatory Requirements			
09.	PROOF OF VALID TAX CLERANCE CERTIFICATE	NO	YES
10.	PROOF OF QUALIFIED DIESEL MECHANIC OR ELECTRICIAN	NO	YES

Note: This relates to administrative, compulsory and mandatory 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. The department reserve a right to verify validity of the documents submitted, should it be discovered that the information submitted is misrepresented or falsified the quotation will be disqualified or contract may be terminated.

STAGE 2: CAPACITY TO DELIVER

Bidder Initial here: _____



EVALUATION CRITERIA

1.	Valid copy of orders at least 3 copies of completion certificates on cleaning diesel tank which will serve as proof that you have cleaning the tanks either in private or public health facility.. Note: 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
2.	As part of risk management, if there is valid proof that the bidder was previously issued with an order and thereafter failed to deliver without acceptable reasons, the bidder will be treated as a defaulter and will not progress to the next stage of evaluation.

STAGE 3: COMPLIANCE WITH SPECIFICATION

Requirement	Complies with Specification Yes /No
The bidder / Tenderer to confirm that the product supplied complies with attached specification document, should you fail to indicate compliance your quotation will not progress to the next stage of evaluation.	

STAGE 4: PRICE AND PREFERENCE POINTS

The value of this quotation is estimated not to exceed R150 000 00 (inclusive of all applicable taxes), therefore the 80/20 preference point system shall be applicable. Points for this quotation will be awarded for:

CATEGORY	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and must not exceed	100

The Department has identified the following specific goal:

Specific Goal	Number of Points allocated	Proof To Claim Specific Goal (Returnable Documents)
RDP Goal: Full points allocated to promote South African owned enterprises	20	1. CIPC Certificate 2. BBBEE Certificate/Sworn Affidavit 3. ID Copies
NOTE: Should a responsive bidder fail to submit proof to claim points, as stated above this will not result in disqualification; however, the bidder will not be awarded points for specific goals.		

STAGE 5: OBJECTIVE CRITERIA (SUBMISSION OF SAMPLE)

- At least three bidders who scored the highest points will be required to submit samples, the institution will only accept and award compliant sample.
- Should all three bidders fail to submit sample, the next three highest scoring bidders will be requested to submit samples.

Bidder Initial here: _____



EVALUATION CRITERIA

3. Should all samples be rejected, the quotation process will start afresh.
4. The Department reserves the right to negotiate prices, if prices quoted are considered to be non-market related.
5. **Note, the samples will be requested via email.**

Bidder Initial here: _____

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
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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 consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to 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

5.6. Quotation documents must not be included in packages containing samples. Such quotations may be rejected as being invalid.

6. SAMPLES

6.1. In the case of the quote document stipulating that samples are required, the supplier will be informed in due course when samples should be provided to the institution. (This decreases the time of safety and storage risk that may be incurred by the respective institution). The bidders sample will be retained if such bidder wins the contract.

(i) If a company/s who has not won the quote requires their samples, they must advise the institution in writing of such.

(ii) If samples are not collected within three months of close of quote the institution reserves the right to dispose of them at their discretion.

6.2. **Samples must be made available when requested in writing or if stipulated on the document.**

If a Bidder fails to provide a sample of their product on offer for scrutiny against the set specification when requested, their offer will be rejected. All

(i) testing will be for the account of the bidder.

7. COMPULSORY SITE INSPECTION / BRIEFING SESSION

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

(i) The institution has determined that a compulsory site meeting will not take place.

(ii) **Date:** / / **Time:** : **Place:**

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

8. STATEMENT OF SUPPLIES AND SERVICES

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

9. SUBMISSION AND COMPLETION OF SBD 6.1

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

10. TAX COMPLIANCE REQUIREMENTS

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

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

11. TAX INVOICE

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

- (i) the name, address and registration number of the supplier;
- (ii) the name and address of the recipient;
- (iii) an individual serialized number and the date upon which the tax invoice
- (iv) a description and quantity or volume of the goods or services supplied;
- (v) the official department order number issued to the supplier;
- (vi) the value of the supply, the amount of tax charged;
- (vii) the words tax invoice in a prominent place.

12. PATENT RIGHTS

12.1. The supplier shall indemnify the KZN Department of Health (hereafter known as the purchaser) against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

13. PENALTIES

13.1. If at any time during the contract period, the service provider is unable to perform in a timely manner, the service provider must notify the institution in writing/email of the cause of and the duration of the delay. Upon receipt of the notification, the institution should evaluate the circumstances and, if deemed necessary, the institution may extend the service provider's time for performance.

13.2. In the event of delayed performance that extends beyond the delivery period, the institution is entitled to purchase commodities of a similar quantity and quality as a substitution for the outstanding commodities, without terminating the contract, as well as return commodities delivered at a later stage at the service provider's expense.

13.3. Alternatively, the institution may elect to terminate the contract and procure the necessary commodities in order to complete the contract. In the event that the contract is terminated the institution may claim damages from the service provider in the form of a penalty. The service provider's performance should be captured on the service provider database in order to determine whether or not the service provider should be awarded any contracts in the future.

13.4. If the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance.

14. TERMINATION FOR DEFAULT

- 14.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (i) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract,
 - (ii) if the supplier fails to perform any other obligation(s) under the contract; or
 - (iii) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 14.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services.
- 14.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 15. THE DEPARTMENT RESERVES THE RIGHT TO PASS OVER ANY QUOTATION WHICH FAILS TO COMPLY WITH THE ABOVE.**

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

1.1. The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2. The applicable preference point system for this tender is the 80/20 preference point system.

1.3. Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

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

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

1.5. Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6. The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.

The specific goal/s allocated points in terms of this tender		Number of points allocated (80/20 system)	Number of points claimed (80/20 system)
RDP Goal: Full points allocated to promote 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.

_____ SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	_____
DATE:	_____
ADDRESS:	_____

