

Opening Date:	2019-06-06 <input type="checkbox"/>
Closing Date:	2019-06-13 <input type="checkbox"/>
Closing Time:	11:00
INSTITUTION DETAILS	
Institution Name:	Head Office Quotations <input checked="" type="checkbox"/>
Province:	KwaZulu-Natal
Department or Entity:	Department of Health
Division or section:	Central Supply Chain Management
Place where goods / services is required	Infrastructure Development
Date Submitted	2019-06-05 <input type="checkbox"/>
ITEM CATEGORY AND DETAILS	
Quotation Number:	ZNQ: 207/19/20-H
Item Category:	Services <input checked="" type="checkbox"/>
Item Description:	One year contract of maintenance, trouble shooting and repairs to Harry Gwala District Forensic Mortuary
Quantity (if supplies)	01
COMPULSORY BRIEFING SESSION / SITE VISIT	
Select Type:	Compulsory Briefing Session <input checked="" type="checkbox"/>
Date :	2019-06-11 <input type="checkbox"/>
Time:	11H00
Venue:	Hyslop Townhill Office Park- Block 1
QUOTES CAN BE COLLECTED FROM:	www.kznhealth.gov.za
QUOTES SHOULD BE DELIVERED TO:	Hayden.Cupido@kznhealth.gov.za or Rachel.Phiri@kznhealth.gov.za
ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:	
Name:	Nolwazi Mthembu
Email:	nolwazi.mthembu1@kznhealth.gov.za
Contact Number:	

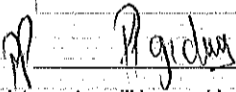
Supply Chain Management - AdvertQuote

Page 2 of 2





033-8158407

Finance Manager Name:

Finance Manager Signature:



No late quotes will be considered

 Submit |  Save | Save As... |  Close |  Print Preview

Print this page

STANDARD QUOTE DOCUMENTATION OVER R30 000.00

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

DATE ADVERTISED: 06/06/2019

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

ZNQ NUMBER: 207/19/20-H CLOSING DATE: 13/06/2019 CLOSING TIME: 11:00

DESCRIPTION: ONE YEAR MAINTENANCE, TROUBLESHOOTING AND REPAIR CONTRACT

CONTRACT PERIOD: 12 MONTHS VALIDITY PERIOD 60 Days

SARS PIN

CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO.

Grid for CSD registration number

UNIQUE REGISTRATION REFERENCE

Grid for unique registration reference

DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS)

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

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

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

ALL QUOTES MUST BE SUBMITTED ON THE OFFICIAL FORMS - (NOT TO BE RE-TYPED)

THIS QUOTE IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

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

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE.....NUMBER..... FACSIMILE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER

E-MAIL ADDRESS

VAT REGISTRATION NUMBER (If VAT vendor)

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) YES NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY? [TICK APPLICABLE BOX]

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) []

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); []

A REGISTERED AUDITOR []

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

YES NO

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED? [IF YES ENCLOSE PROOF]

OFFICIAL PRICE PAGE FOR QUOTATIONS

SIGNATURE OF BIDDER DATE.....
 [By signing this document I hereby agree to all terms and conditions]

CAPACITY UNDER WHICH THIS QUOTE IS SIGNED.....

Item No	Quantity	Description	Brand & model	Country of manufacture	Price	
					R	c
1	01	One year (1) contract of Maintenance, troubleshooting and repair to Harry Gwala District Forensic Mortuary CIDB grade 2EB is required				
		NB: Specification attached				
		Compulsory Site Briefing				
		Venue: Hyslop Townhill Office Park-Block 1				
		Date: 11/06/2019 @ 11H00				
		Original documents required in a sealed envelope with current CSD summary report reflecting banking details, certified copy of B-BBEE certificate by verified agency and accredited by SANAS , Tax Clearance certificate or SARS pin				
		Responses to be delivered:310 Jabu Ndlovu street,old boys Model,Quotation tender box OR email to Rachel.Phiri@kznhealth.gov.za or Hayden.Cupido@kznhealth.gov.za				
VALUE ADDED TAX (Only if VAT Vendor)						
TOTAL QUOTATION PRICE (VALIDITY PERIOD 60 Days)						

Does This Offer Comply With The Specification?	Does The Article Conform To The S.A.N.S. / S.A.B.S. Specification?
Is The Price Firm?	State Delivery Period E.G. E.G. 1day, 1week

Enquiries regarding the <u>quote</u> may be directed to: Contact Person: <u>Nolwazi Mthembu</u> Tel: <u>033-8158407</u>	Enquiries regarding <u>technical information</u> may be directed to: Contact Person: <u>Mxolisi Myeza</u> Tel <u>033-9402518</u>
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**KZN DoH ELECTRICAL AND MINOR BUILDING OR CONSTRUCTION WORKS
APPLICABLE TO ELECTRICAL INSTALLATIONS – ONE (1) YEAR MAINTENANCE,
TROUBLESHOOTING AND REPAIR CONTRACT FOR HARRY GWALA DISTRICT
FORENSIC MORTUARY – BULWER MLM**

1. PURPOSE, SCOPE AND DEFINITIONS OF CONTRACT WORK CATEGORIES

The purpose of this one (1) year contract is to procure the services of a reputable, competent and accredited Electrical Contractor to be able to execute maintenance and repair works on electrical installations, electrical distribution system and related ancillaries in the Harry Gwala District Forensic Mortuary – Bulwer MLM.

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. CONTRACTOR GRADING AND APPLICABILITY OF CONTRACT

The minimum contractor CIDB grading required for the contract is 2EB or above. The contract is applicable to the electrical installations, distribution system and the related ancillaries within the Facility. These include, inter alia:

- Lighting (and its associated power supply and cabling) including light fittings and bulbs.
- Electrical distribution (electrical supply and reticulation) equipment and inter alia
 - Cables
 - Distribution boards
 - Circuit breakers, fuses, earth leakages and other electrical circuit protection devices
 - Bus-bars
 - Wiring and cabling

- Electrical marshalling kiosk and junction boxes

- Power supplies and distribution equipment to electrically operated gates, electrical operated garages, hydro boilers and other electrical loads in the mortuary.
- Electrical switches, socket outlets, skirting, electrical cables' PVC conduits, hydro boilers, electrical operated garages,

4. SERVICE LEVEL AGREEMENT

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

5. SITE SPECIFIC REQUIREMENTS

- 5.1. Upon arrival, the service provider shall provide the relevant certification for skilled personnel, together with ID or clear copy of ID. Semi-skilled and unskilled are required to produce clear ID.
- 5.2. For all scheduled work, prior arrangements to visit site shall be made with the Facility Manager

6. IMPLEMENTING WORK AND REPORTING ON SITE

- 6.1. 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.**
- 6.2. Upon arrival and departure (completion of work), all contractor employees must sign the *Contractors Site Visit Register* which will be kept in the facility by the Facility Manager.
- 6.3. A job sheet must be completed on site by the service provider indicating the time worked for a job allocated. The job sheet is to be signed and stamped with a dated facility stamp by the facility manager or his/her delegated official on site. This will be issued to the awarded contractor.

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

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

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

7. 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 maintenance and repairs in the Harry Gwala Forensic Mortuary – Bulwer MLM.

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.

8. MEANS OF COMMUNICATION

The contractor will be notified by email of any fault by the facility manager or delegated staff member. 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.

9. TERMINATION CLAUSE

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

10. REDUNDANT MATERIALS, SPARE PARTS, PLANT AND EQUIPMENT

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

11. INVESTIGATION, TESTING AND COMPLETION OF THE WORKS

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

12. AVAILABILITY AND RESPONSE TIME TO BREAKDOWNS

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

Normal cases

The service provider's response time must be 4 hours maximum from the time a fault is reported for normal cases or not life threatening cases like burnt light bulbs, inoperational socket outlets (depending on area), etc.

Emergencies

When a service provider is appointed as the responsible service provider at a specific institution/building/facility for a specific period, the service provider's response time must be 1 hour maximum from the time a fault is reported for emergencies or life threatening cases like total outage at the facility, burnt light bulbs at the autopsy, etc.

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.

13. 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.

14. APPLICABLE RATES

14.1. 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.

The labour rates will remain firm for the twelve (12) months of the contract period.

14.2. Travel and Transport

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

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

Overtime Work

Where overtime work has been authorized by the Department, overtime rates shall be applied as follows:

Monday to Saturday inclusive	All overtime hours worked = normal time x 1.5
Sundays and public holidays	All overtime hours worked = normal time x 2

Note: *For the purposes of determining when overtime shall commence, it will be taken that the normal working day is between the hours of 07h30 to 16h30, Monday to Friday.*

15. MARK-UP ON MATERIALS, SPARE PARTS, PLANT AND EQUIPMENT

In case of works needing materials or spares to do repairs, for completion of the allocated work, a maximum mark-up on the supplier's nett invoiced value, before the addition of VAT of materials and spare parts is allowed.

The repairs 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.*

1. R1.00 to R 99 999.99

Mark-up @ 20%

2. R 100 000.00 to R 200 000.00

Mark-up @15%

PRICE PAGE

DESCRIPTION			
Labour:			
Supply the services of a reputable, competent and accredited Electrical Contractor for carrying out electrical maintenance, troubleshooting and repair works including all Health and Safety compliance.			
Supply the services of semi-skilled and skilled personnel.			
ITEM	Skill required	Quantity	Rate/hour
1	Traded tested artisan (Electrician).	1	
2	Semi-skilled labour rate per hour	1	
Subtotal for Labour per hour combined (in Rands)		2	
75 man-hours labour for call outs is allocated for this contract for 12 months.		75 hrs - Artisan	
75 man-hours labour for call outs is allocated for this contract for 12 months.		75 hrs - Semi skilled	
Subtotal for 150 hours' worth of man-hours Labour (call out) in 12 months (in Rands)			
Reservation/allowance for spares/parts that might be required during repairs.		Item	R15 000
Reservation for transport costs during callouts (assuming one call-out a month and 100 km distance to site). Rates will be capped at 2 litre engine capacity as per Government's policy.		Item	R15 000
Other items to quote for:		Quantity	Price
4	Carry a yearly inspection and testing on distribution electrical system, i.e.) socket outlets, wiring, light fittings, etc, provide a report with maintenance recommendations (replacement/repairs/upgrade recommendations, etc.) Testing and issue a Certificate of Compliance on the installation	1	
5	Use the Infra-Red scanner to ascertain if there are any "hot-spots" or "loose connections" within the equipment and its connections. Provide a report of the remedial and corrective action every six (6) months.	2	
Total Amount including spares allowance (excl. VAT)			
Total Amount including spares allowance (incl. VAT)			

TENDER EVALUATION CRITERIA AND SCORING

The threshold score, below which tenderers are eliminated from further consideration, should be 80%

The weighting for Quality and functionality out of 100 sub-points is as follows:

Evaluation Criteria	Deliverables	Points		Sub-Points	Sub-Criteria	Sub-Points Scoring	
		10	Points			10	Proof of capital of at least R 10 000 or proof in a form of an official letter from the financial institution stipulating the credit limit. If the contractor has 100% capital, proof of credit limit is not required.
1. Financial Capability to start the project	Submission of proof on available capital and proof of credit limit that can be obtained from financial institutions	10	Points	10	Proof of capital of at least R10 000 or proof in a form of an official letter from the financial institution stipulating the credit limit.	10	Proof of capital of at least R 10 000 or proof in a form of an official letter from the financial institution stipulating the credit limit. If the contractor has 100% capital, proof of credit limit is not required.
2. Availability of vehicle	Submission of proof of vehicle ownership or vehicle financier letter.	20	Points	20	Proof of ownership of car or vehicle financier or proof of readily available transport.	20	Submission of vehicle ownership document or letter for the financial institution financing the vehicle
						0	no or irrelevant submission, does not meet requirement
3. Availability of certificated and qualified Electrician and the company registered with the Electrical Contractors Association (ECA)	Certificate of trade and registration with ECA.	40	Points	40	Submission of the proof of trade and ECA certification.	40	Certificate of trade and ECA registration.
						15	Certificate of trade or ECA registration.
						0	no or irrelevant submission, does not meet requirement

Evaluation Criteria	Deliverables	Points		Sub-Points		Sub-Criteria	Sub-Points Scoring	
4. Locality	Submission of proof of location (Physical Address of the tenderer's premises) and the distance away from site (or various sites in the event of various facilities)	20	Points	20	Points	Submission of proof of location (Physical Address of the tenderer's premises) and the distance away from site (or various sites in the event of various facilities)	20 Submission of proof of location (Physical Address of the tenderer's premises) and the distance away from furthest site, in the event of various facilities, must not be more than 30km	10 Submission of proof of location (Physical Address of the tenderer's premises) and the distance away from furthest site, in the event of various facilities, between 31km and 100 km
5. Safety	Submission of the tenderer's Safety Policy or equivalent, demonstrating 1. safe working procedures/ processes, 2. controls and guidelines that will give confidence to the Department that safety will be prioritised, 3. risk assessments, 4. tools and site inspections will be conducted, 5. First Aid Kit will be provided, 6. Safety Officer	10	Points	10	Points	Submission of the tenderer's Safety Policy of equivalent, demonstrating safe working procedures, processes, controls and guidelines that will give confidence to the Department that safety will be prioritised, risk assessments, tools and site inspections will be	10 Submission of the tenderer's Safety Policy or equivalent, demonstrating full coverage of all 7 (or more) safety aspects as per the list on the deliverables.	5 Inadequate submission covering 5 or less safety aspects as per the list on the deliverables.
							0 No submission covering safety aspects as per the list on the deliverables.	

	<p>will be made available (or at least a foreman will act as a Safety custodian). 7. Incidents will be reported and investigated as per OHS Act and Regulations.</p>			<p>conducted. First Aid kit will be provided, Safety Officer will be made available (or at least a foreman will act as a Safety custodian). Incidents will be reported and investigated as per Osh Act and Regulations.</p>	
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TENDER EVALUATION CRITERIA AND SCORING PRICE AND BBBEE

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

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to quote (includes a price quotation, advertised competitive quote, limited quote or proposal). In view of possible allegations of favouritism, should the resulting quote, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the quote(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the quote.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the quote.

- | | |
|--|--|
| 2.1. Full Name of bidder/representative..... | 2.4. Company Registration Number:..... |
| 2.2. Identity Number: | 2.5. Tax Reference Number: |
| 2.3. Position occupied in the Company (director, trustee, shareholder?)..... | 2.6. VAT Registration Number: |

2.7. The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below. [TICK APPLICABLE]

2.8. Are you or any person connected with the bidder presently employed by the state? YES NO

2.8.1. If so, furnish the following particulars:

- Name of person / director / trustee / shareholder/ member:
- Name of state institution at which you or the person connected to the bidder is employed:.....
- Position occupied in the state institution: Any other particulars:.....

2.8.2. If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES NO

2.8.2.1. If yes, did you attach proof of such authority to the quote document?

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the quote.)

2.8.2.2. If no, furnish reasons for non-submission of such proof:

2.9. Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES NO

2.9.1. If so, furnish particulars:.....

2.10. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this quote? YES NO

2.10.1. If so, furnish particulars:.....

2.11. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this quote? YES NO

2.11.1. If so, furnish particulars:.....

2.12. Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES NO

2.12.1. If so, furnish particulars:.....

3. Full details of directors / trustees / members / shareholders.

NB: The Department Of Health will validate details of directors / trustees / members / shareholders on CSD. It is the suppliers' responsibility to ensure that their details are up-to-date and verified on CSD. If the Department cannot validate the information on CSD, the quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.

4 DECLARATION

I, THE UNDERSIGNED (NAME).....CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.

I ACCEPT THAT THE STATE MAY REJECT THE QUOTE OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

..... Name of bidder Signature Position Date
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"State" means -

- | | |
|---|---|
| a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999); | c) provincial legislature; |
| b) any municipality or municipal entity; | d) national Assembly or the national Council of provinces; or |
| | e) Parliament. |

"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

SPECIAL CONTRACT CONDITIONS OF QUOTATIONS

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 institution is under no obligation to accept the lowest or any quote.
- 3.2. The price quoted must include VAT (if VAT vendor). However, it must be noted that the department reserves the right to evaluate all quotations excluding VAT as some bidders may not be VAT vendors.
- 3.3. The bidder must ensure the correctness & validity of quote:
 - (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*
- 3.4. 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.
- 3.5. This quotation will be evaluated based on the 80/20 points system, specification & correctness of information. All required documentation must be completed in full and submitted.
- 3.6. Offers must comply strictly with the specification.
- 3.7. Only offers that meet or are greater than the specification will be considered.
- 3.8. Late quotes will not be considered.
- 3.9. Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.
- 3.10. A bidder not registered on the Central Suppliers Database or verification has failed will not be considered.
- 3.11. All delivery costs must be included in the quote price, for delivery at the prescribed destination.
- 3.12. 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.
- 3.13. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.14. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered. Furthermore a verification will be done to identify if bidders have multiple companies and are quoting (cover-quoting) for this bid. In such instances only the cheapest bid according to specification will be considered.

4. SAMPLES

- 4.1. 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.
- 4.2. **Samples must be made available when requested in writing or if stipulated on the document.**
 - (i) If a Bidder fails to provide a sample of their product on offer for scrutiny against the set specification when requested, their offer will be rejected. All testing will be for the account of the bidder.

5. COMPULSORY SITE INSPECTION / BRIEFING SESSION

5.1. 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 11 /06 /2019 Time 11 :00 Place Hyslop Townhill Office Park- Block 1

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

- 6.1. 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.

7. SUBMISSION AND COMPLETION OF SBD 6.1

- 7.1. 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.

8. TAX COMPLIANCE REQUIREMENTS

- 8.1. 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.*
- 8.2. 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.*

9. TAX INVOICE

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

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

10. PATENT RIGHTS

- 10.1. 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.

11. PENALTIES

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

12. TERMINATION FOR DEFAULT

- 12.1. 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.
- 12.2. 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.
- 12.3. 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.

FAILURE TO COMPLY WITH ABOVE WILL RESULT IN YOUR QUOTE BEING PASSED OVER.

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all quotes invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all quotes:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2 The value of this quote is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 1.3 Points for this quote shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this quote is allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the quote, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a quote is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.
- 2. DEFINITIONS**
- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
 - (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
 - (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
 - (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
 - (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
 - (f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
 - (g) **"prices"** includes all applicable taxes less all unconditional discounts;
 - (h) **"proof of B-BBEE status level of contributor"** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
 - (i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
 - (j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \text{ Where}$$

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: =(maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

(Tick applicable box)

7.1 Will any portion of the contract be sub-contracted?

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted..... %
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....

8. Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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Designated Group: An EME or QSE which is at least 51% owned by:	EME	QSE
Black people	√	√
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

9.6 COMPANY CLASSIFICATION [TICK APPLICABLE BOX]

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

9.7 Total number of years the company/firm has been in business:.....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS.....
.....
.....