


Opening Date: 2020-07-13 
Closing Date: 2020-07-21 
Closing Time: 11:00

INSTITUTION DETAILS



Institution Name: Grey's hospital 
Province: KwaZulu-Natal
Department or Entity: Department of Health
Division or section: Central Supply Chain Management
Place where goods / services is required Grey's Hospital
Date Submitted 2020-07-09 

ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ:
956/06/20
Item Category: Goods 
Item Description: One year contract to maintain/ service fire detection system at Grey's Hospital

Quantity (if supplies) 16 Panels

COMPULSORY BRIEFING SESSION / SITE VISIT



Select Type: Compulsory Site Visit 
Date : 2020-07-17 
Time: 10:00
Venue: Maintenance Department

QUOTES CAN BE COLLECTED FROM: Grey's Hospital - Supply Chain Department

QUOTES SHOULD BE DELIVERED TO: Grey's Hospital - Tender Box

ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name: Nomfundo Ngubane
Email: nomfundo.shelembe@kznhealth.gov.za
Contact Number: 033 897 3481
Finance Manager Name: Mrs T.M Mazibuko

 **Finance Manager Signature:**  _____

No late quotes will be considered



health

Department:
Health
PROVINCE OF KWAZULU-NATAL

956/06/20

201 Townbush Road, Northernpark, Pietermaritzburg, 3201
Private bag X9001, Pietermaritzburg, 3200
Tel: 033 897 3000 Fax: / 033 897 3716

GREY'S HOSPITAL
MAINTENANCE DEPARTMENT

CONTRACT SPECIFICATIONS

ONE YEAR CONTRACT TO MAINTAIN AND SERVICE THE FIRE DETECTION AND ALARM SYSTEMS.

GREY'S HOSPITAL.

1. NOTES TO TENDERERS

1.1. SCOPE OF CONTRACT

This Contract is for the complete execution of the project indicated above.

1.2. THIS CONTRACT SHALL BE BETWEEN THE SUCCESSFUL BIDDING COMPANY AND THE SUBSCRIBER. (GREY'S HOSPITAL).

1.3. CONDITIONS OF CONTRACT AND PRELIMINARIES

1.3.1 PERIOD OF CONTRACT

One (1) year service Contract Period (**Month to Month visit to site for maintenance**)

1.3.2 CONTRACT GUARANTEE:

The successful Tenderer will not required to submit a contract guarantee.

1.3.3 GUARANTEE PERIOD

The guarantee period for the contract will be one year.

1.3.4 SITE AND MODE OF PROCEDURE

The work contained in this contract will be carried out on the site of the existing Institution.

The Contractor is advised that the existing premises will be occupied throughout the period of the contract.

Damage to existing buildings - Tenderers to note that any damages done or occurring to any of the buildings will be repaired at the expense of the contractor/ Tenderer.

The repairs must be to the satisfaction of the KwaZulu-Natal Department of Health.

NB: *Tenderers are advised to examine the and visit the site prior to quoting and to acquaint themselves 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 of the conditions under which the work will be executed.*

1.3.5 SATISFACTORY INSTALLATION

The whole of the installation shall be carried out in accordance with the South African Bureau of Standards Code of Practice for the application of National Building Regulations, the KZNPA Standard Preambles to all Trades, the KZNPA General Electrical Specification, the South African Bureau of Standards Code of Practice for the Wiring of Premises and the Occupational Health and Safety Act 85 of 1993 as amended.

Copies of the KZNPA Standard Preambles to all Trades and the KZNPA General Electrical Specification are available at the office of the Superintendent – General for Health – KwaZulu-Natal and can be obtained on request.

1.3.6 CERTIFICATE OF COMPLIANCE

On completion of the service, a "Certificate of Compliance for Fire Detection System" must be submitted to the office of the Chief Engineer –General for Health: KwaZulu-Natal.

1.3.7 GENERAL

The Bidder's / Contractors will be responsible for all masonry work associated with the electrical installation and making good of all work related to the electrical installation. The patching and painting must be to the satisfaction of the KwaZulu-Natal Department of Health.

2. TECHNICAL SPECIFICATION

2.1 GENERAL

This TECHNICAL SPECIFICATION shall be read in conjunction with all other sections of the SPECIFICATION and cognisance shall be taken of the clauses relevant to this particular service, whether any specific clauses are referred to or not

2.2 The bidder shall submit accreditation certificate from ECB/DOL.

2.3 The Bidder shall submit Letter of Good Standing from Department of Labour.

2.4 The Bidder shall submit Safety Plan /Programme of works.

2.5 The bidder shall submit Directors CV s, Technicians Qualifications Accreditation under South African Qualification & Certification Committee (SAQCC)

2.6 The bidder shall submit SANS 322 and SANS 246 accreditation certificates

2.7 The bidder shall submit the proof, certificates and REFERENCES of the similar services that has been rendered to public service and private service.(FIRE DETECTION SYSTEM) SAQCC

SCOPE OF CONTRACT.

1. EARLY WARNING FIRE DETECTION AND ALARM SYSTEMS.

- a.) Test the installation from the control panel.
- b.) Test audible & visual alarms controlled by the system.
- c.) Replace all batteries for fire panels in Greys Hospital during the first visit after the site handover .
- d.) Remove ALL smoke detectors, clean, calibrate, re-install and physically test fire detectors by applying the heat or smoke.

- e.) Visually inspect the fire panel for signs of moisture ingress and other deterioration.
- f.) Visually inspect all cable fittings and equipment to ensure that no damage has place.
- g.) Check and clean ALL manual break glass units and test.
- h.) Examine the premises and inform Chief Engineer of any alteration or additions to the systems which may be necessary to maintain the efficiency of the installation.
- i.) Submit test report to Maintenance Engineer after each month visit.
- j.) Ensure that all panels are fibre optic linked and report back any fault to the main panel at switch board.

On completion of the first month service the company should submit Fire Certificate Of Compliance.

2. FIRE BRIGADE SIGNALLING SYSTEM.

The company, must also undertake to service the fire brigade signaling equipment.

This service will comprise:-

- a.) A test-call to the fire station.
- b.) Check that the panel indicates normal operation.
- c.) Check that any fault indicated is recorded in the logbook and reported to maintenance personnel.
- d.) Check that any fault warning recorded the previous day has received attention.
- e.) The inspection and test of the battery charging unit.
- f.) The testing of all the audible (siren) and visual alarms controlled by the equipment.
- g.) A quarterly test to the fire station to the satisfaction of the Chief Fire Officer or his authorized representative.
- h.) Submit a test/service report to the Maintenance Engineer immediately after each monthly visit.

3. BUILDING EVACUATION SIGNALLING SYSTEM.

In addition to any applicable services and tests described in the foregoing part of this agreement, the company will:-

- a.) Test the interconnection, if installed, from the alarm panel to the evacuation panel.
- b.) Test the amplifier and associated circuitry.
- c.) Test the tone generator.
- d.) Test each line out from the control panel to the outstation.

4. AUTOMATIC SUPPRESSION SYSTEM.

Once in every three months for as long as this agreement continues in force, the company will:-

- a.) Check and record the weight of each carbon dioxide / Halon cylinder and / or check the liquid level, pressure and local temperature of the storage vessels.
- b.) Inspect and test carbon dioxide / Halon cylinder release mechanism, lubricating as necessary.
- c.) Release link line (if applicable) after isolating cylinders.
- d.) Inspect and test the automatic actuators after isolating cylinders.
- e.) Reset installation in operative condition.

- f.) Operate manual release facility.
- g.) Forward a test report to the subscriber after each visit.

Note:

SUBMIT FIRE CERTIFICATE

i.) If at any time between the aforementioned inspections and surveys the company shall be advised by the subscriber that a fault has arisen in the system, then the company shall provide a service technician/ engineer employed by the company to attend to and adjust or repair the system.

WORKMANSHIP

All work is to be carried out to the approval of the department by skilled and qualified workmanship and in accordance with the methods prescribed in SANS 10139 and SANS 14520 Part 1 .

NOTE: THE SITE MUST BE LEFT CLEAN AND TIDY BY THE CONTRACTOR.

Only companies who specialize in this type of work may undertake this project.

**QUOTATION FORM
ALTERNATIVES**

It is required that the Contractor's main offer be in accordance with the specification. However, should Contractors wish to make alternative offers these must only be made on this form or copies thereof as necessary.

Note that all of the information required in this document must be supplied for all alternative offers as well.

Where the Contractor does not wish to submit alternatives, the word "NIL" shall be inserted against each section and the page signed by the Contractor.

ALTERNATIVE NO	
ALTERNATIVE PRICE	
(IN WORDS)	
DETAIL VARIATIONS FROM SPECIFICATION	
DETAIL BENEFITS TO OWNER IN TERMS OF THE ALTERNATIVE OFFER	
REMARKS	

CONTRACTORS'S AUTHORISED SIGNATURE / FULL NAME AND ADDRESS OF FIRM

NAME IN BLOCK LETTERS _____

DATE _____

QUOTATION FORM

DEVIATIONS FROM SPECIFICATION

If the Contractor's main offer contains any deviations from the specification these deviations must be listed below:

Where no deviations from specification occur, the word "NIL" shall be entered under Deviation, and the page signed by the Contractor.

CLAUSE NO	DEVIATION

CONTRACTOR'S AUTHORISED SIGNATURE

FULL NAME AND ADDRESS OF FIRM:

NAME IN BLOCK LETTERS: _____

DATE: _____

**PROVINCE OF KWAZULU-NATAL
DEPARTMENT OF HEALTH**

**ONE YEAR CONTRACT TO MAINTAIN AND SERVICE THE FIRE DETECTION
AND ALARM SYSTEMS.**

SCHEDULE OF RATES

3.1 ITEMS AND PRICING

The Department reserves the right to place an order for any quantities of items included in the Schedules. The Schedule of Rates must also not be assumed to include and describe every detail of the supply requirement, but must be taken and read in conjunction with the other parts of the document. Thus the supplier shall not have claim for further payment in respect of any order which may be described or implied in the contract, although apparently no corresponding items are given in the Schedule of Rates. The supplier shall be deemed to have satisfied himself before quoting as to the correctness and sufficiency of his quote for the contract and of the rates and prices stated in the Schedule of Rates.

3.2 TAX AND DUTIES

Prices, quoted and paid, must include all customs, excise and import duties, and any other tariffs or taxes levied by the government or statutory body having jurisdiction on the goods provided under this contract, including Value Added Tax (applicable to the current rate).

3.3 RATES

Except where provision is made in the Schedule of Rates, the rates and prices inserted shall be the full rates and prices for the service delivered described under the respective items and shall cover all labour, transport, overhead charges and profit, etc. as well as the general liabilities, obligations and risks arising out of the Conditions of Contract, the overhead charges and profit being spread proportionately over the rates of the relative items in the Schedule of Rates.

SCHEDULE OF RATES

WORK TO BE DONE AND SCHEDULE OF PRICES:

Item	DESCRIPTION ONE YEAR CONTRACT TO MAINTAIN AND SERVICE THE FIRE DETECTION AND ALARM SYSTEMS	UNIT	QTY	RATE/ UNIT		TOTAL	
				R	c	R	c
	<p>NOTES: All items to be priced fully inclusive of all charges: e.g. labor, plant, profit, etc., but excluding Value Added Tax. The Administration reserves the right to negotiate prices in the Bill of Quantities. All materials used in this contract shall be that which is specified, or other approved by the Department of Health.</p> <p>Contractors are advised to visit site to acquaint themselves with the site and the layout of the institution as no claims on the grounds of ignorance of the locality/siting of the institution will be entertained later.</p> <p>Contractors are informed that living on the institutions premises during the contract is not allowed and arrangements for accommodation will</p>						
	<p>INSTITUTION: GREY'S HOSPITAL. ONE YEAR CONTRACT TO MAINTAIN AND SERVICE THE FIRE DETECTION AND ALARM SYSTEMS.</p>						
1)	MAIN PANEL SWITCH BOARD		1				
2)	MATERNITY WARD BLOCK		1				
3)	KANGAROO MATERNITY		1				
4)	NORTH BLOCK		1				
5)	SOUTH BLOCK(REPLACE THE PANEL)		1				
6)	THEATRE PLANT ROOM		1				
7)	MAIN PLANT ROOM		1				
8)	OPD PLANT ROOM		1				
9)	X RAY (GAS PANEL) REPLACE GAS		1				
10)	MOTHER LODGE AND STORES WAREHOUSE		02				
11)	ICU		1				
12)	NURSES HOME (REPLACE THE PANEL)		1				
13)	SWITCH BOARD EXCHANGE(GAS PANEL)REPLACE GAS		1				
14)	ONCOLOGY		1				

15)	NICU	1					
16)	BATTERIES	30					
17	SAFETY PLAN	01					
18	LABOUR ,MATERIAL AND TRAVEL	SUM					
Carried To Collection Summary		PS 1					
R							

COLLECTION SUMMARY

INSTITUTION: GREY'S HOSPITAL

PROJECT DESCRIPTION: One year contract to maintain and service the fire detection and alarm systems.

NOTE:

THIS COLLECTION SUMMARY MUST BE COMPLETED IN FULL BY THE CONTRACTOR AND RETURNED TOGETHER WITH THE QUOTATION FORM.

Collection Summary PS 1	R	
<u>SUB-TOTAL: CARRIED TO QUOTATION FORM</u>	R	

IMPORTANT
THIS FORM IS ONLY TO BE INCLUDED AND COMPLETED WHEN APPLICABLE TO THE QUOTATION.

OFFICIAL BRIEFING SESSION / SITE INSPECTION CERTIFICATE

Site/building/institution involved: GREY'S HOSPITAL

Quotation No.:

Service: One year contract to maintain and service the fire detection and alarm systems.

THIS IS TO CERTIFY THAT..... OF (STATE NAME OF TENDERER)
..... VISITED AND INSPECTED THE SITE ON
..... (DATE) AND IS THEREFORE FAMILIAR WITH THE CIRCUMSTANCES AND
THE SCOPE OF THE SERVICE TO BE RENDERED.

.....
SIGNATURE OF TENDERER OR AUTHORISED REPRESENTATIVE

DATE :

.....
SIGNATURE OF DEPARTMENTAL REPRESENTATIVE

DATE :

DEPARTMENTAL STAMP:

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, 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):..... | 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

¹"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. |

²"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. SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF THIS QUOTATION.

- 4.1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
- 4.2. Under no circumstances whatsoever may the quotation/bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
- 4.3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
- 4.4. Quotation submitted must be complete in all respects.
- 4.5. Any alteration made by the bidder must be initialled.
- 4.6. Use of correcting fluid is prohibited
- 4.7. Quotation will be opened in public as soon as practicable after the closing time of quotation.
- 4.8. Where practical, prices are made public at the time of opening quotations.
- 4.9. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

5. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS

- 5.1. Quotation shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the quotation documents.
- 5.2. Each quotation shall be addressed in accordance with the directives in the quotation documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the quotation number and closing date indicated on the envelope. The envelope shall not contain documents relating to any quotation other than that shown on the envelope. If this provision is not complied with, such quotations/bids may be rejected as being invalid.
- 5.3. All quotations received in sealed envelopes with the relevant quotation numbers on the envelopes are kept unopened in safe custody until the closing time of the quotation/bids. Where, however, a quotation is received open, it shall be sealed. If it is received without a quotation/bid number on the envelope, it shall be opened, the quotation number ascertained, the envelope sealed and the quotation number written on the envelope.
- 5.4. A specific box is provided for the receipt of quotations, and no quotation found in any other box or elsewhere subsequent to the closing date and time of quotation will be considered.

- 5.5. No quotation/bid sent through the post will be considered if it is received after the closing date and time stipulated in the quotation documentation, and proof of posting will not be accepted as proof of delivery.
- 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.
- (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.

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 take place
- (ii) Date ___/___/___ Time ___:___ Place _____

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

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

9. SUBMISSION AND COMPLETION OF SBD 6.1

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

10. TAX COMPLIANCE REQUIREMENTS

- 10.1. In the event that the tax compliance status has failed on CSD, it is the suppliers' responsibility to provide a SARS pin in order for the institution to validate the tax compliance status of the supplier.
- 10.2. In the event that the institution cannot validate the suppliers' tax clearance on SARS as well as the Central Suppliers Database, the quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.

11. TAX INVOICE

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

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

12. PATENT RIGHTS

The supplier shall indemnify the KZN Department of Health (here after 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. 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:

$$Ps = 80 \left(1 - \frac{Pt - P \text{ min}}{P \text{ min}} \right) \text{ Where}$$

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = 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.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>

<p>..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS.....</p>
