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Department:  
Health  
PROVINCE OF KWAZULU-NATAL

## Quotation Advert

Opening Date: 2020-11-13

Closing Date: 2020-11-27

Closing Time: 11:00

## INSTITUTION DETAILS

Institution Name: East Boom CHC

Province: KwaZulu-Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required: East Boom CHC

Date Submitted: 2020-11-10

## ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ:  
ZNQ 186/20

Item Category: Services

Item Description: PROVIDE MONTHLY PEST CONTROL SERVICES FOR EAST BOOM CHC AND 12 CLINICS.

Quantity (if supplies) 12 MONTHS CONTRACT

## COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Both

Date : 2020-11-18

Time: 11H00

Venue: East Boom CHC (Boom street side) patients waiting shelter

QUOTES CAN BE COLLECTED FROM: Quotes attached with advert

QUOTES SHOULD BE DELIVERED TO: 541 Boom street PMB, Email:Quotations.EastBoom@kznhealth.gov.za

## ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name: Ms L.Nxumalo

Email:

Contact Number: 033 264 4936

Finance Manager Name: MR J.D KHUMALO

Finance Manager Signature:

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: **East Boom Community Health Centre**  
 DATE ADVERTISED: **13/11/2020** CLOSING DATE: **27/11/2020** CLOSING TIME: **11:00**  
 FACSIMILE NUMBER: **033 342 6024** E-MAIL ADDRESS: **Quotations.EastBoom@kznhealth.gov.za**  
 PHYSICAL ADDRESS: **541 Boom street, Pietermaritzburg, 3200**

DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS)  
541 Boom street, Pietermaritzburg, 3200 (next to security office)  
Email:Quotations.EastBoom@kznhealth.gov.za

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.

**[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]**

ZNQ NUMBER: **ZNQ 186/20**

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

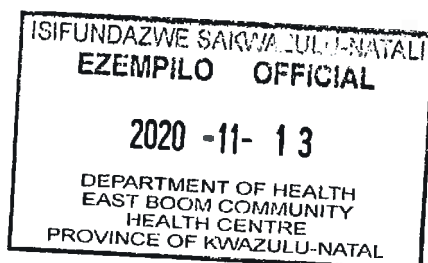
CAPACITY UNDER WHICH THIS QUOTE IS SIGNED.....

[illegible]

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. <i>1day, 1week</i>

Contact Person: **Ms L Nxumalo** ..... Tel: **0332644936**  
E-Mail Address: .....

Contact Person: **Mr A. Simboo** Tel: **0332644934**



## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, 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

<sup>1</sup>"State" means -

- |  |  |
|--|--|
| <p>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);</p> <p>b) any municipality or municipal entity;</p> | <p>c) provincial legislature;</p> <p>d) national Assembly or the national Council of provinces; or</p> <p>e) Parliament.</p> |
|--|--|

<sup>2</sup>"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: .....

## 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** (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. 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
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 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		NO	
-----	--	----	--

- 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		NO	
-----	--	----	--

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.....  
.....  
.....



**health**

Department:  
Health  
PROVINCE OF KWAZULU-NATAL

DIRECTORATE:

541 Boom Street  
PIETERMARITZBURG 3201  
Tel: 033 204 4930 Fax: 033 242 5024 Email: Justice.Nontshe@kznhealth.gov.za  
www.kznhealth.gov.za

East Boom CHC: FINANCE/SCM  
P O Box 4018  
PIETERMARITZBURG 3200

Enquiries: J.Z NONTSHE  
Telephone 033 2644930  
Reference: Znq  
Date: 07/10/2020

**SPECIFICATION FOR PEST CONTROL SERVICE EAST BOOM CHC AND 12 CLINICS**  
**12 MONTHS FIXED CONTRACT**

NUMBER: ZNQ

186 / 20

**1. GENERAL**

- 1.1. The specification calls for a service provider to provide an annual pest control service to all wards and departments at East Boom CHC and 12 clinics.
- 1.2. The discussions at the compulsory site inspection meeting will guide the Bidder in submitting a competitive and accurate Bid.

**2. REQUIREMENTS**

- 2.1. The Bidder is required to submit a quotation, which is fair and competitive.
- 2.2. The Bidder is not allowed to deviate from the specification
- 2.3. The Bidder is allowed to make prior arrangements to re-visit the site for further clarification of the scope of work required.

**3. GENERAL SPECIFICATION**

- 3.1. Eradication and control of pests and vermin at East Boom CHC and 12 Clinics in the areas referred to in Annexure A.
- 3.2. Products to be used in all areas refer to Annexure B
- 3.3. All staff working on site must be attired with the appropriate safety wear.

**3.4. Service Periods:**

- 3.4.1. A full treatment of all areas including fixed wall mounted plastic rat bait traps specified in Annexure A shall be carried out every MONTH FOR A PERIOD OF 12 MONTHS.
- 3.4.2. The successful Bidder shall submit a schedule to the Health Care Facility.
- 3.4.3. To place a permanent rats bait in all clinics.
- 3.4.4. The monthly services, infestation of any type (rats, cockroaches, birdlike, white ants, snake repellent, bees and wasps (provision of 150m<sup>2</sup> on a call when required), moth larvae and fish moths or any other pests) becomes apparent, the contractor shall provide the necessary corrective treatment to the entire satisfaction of and at no additional cost, to the Administration.
- 3.4.5. All servicing to be carried out during normal working hours and with the least inconvenience, to the ward or department, as possible.
- 3.4.6. No servicing is to be carried out until the successful Bidder has reported to the officer-in-charge of the Systems Division and received from him a detailed schedule of the wards/departments to be serviced (See Annexure A).

- 3.4.6. A competent person in the ward/department must sign this schedule after servicing has been satisfactorily completed. On completion of the monthly service, the schedule must be returned to the officer-in-charge. **Failure to comply with the above may result in payment being withheld.**
- 3.4.7. An itinerary or program for services must be provided 7 working days prior to the actual service taking place.

**Contract period:**

- 3.4.8. The contract resulting from the acceptance of the successful Bid by the Quotation Award Committee shall be for a period of twelve (12) calendar months.
- 3.4.9. This contract or any renewal may, however, be terminated by either party, provided thirty (30) days' notice is given in writing and such notice is to expire on the last day of any month.
- 3.4.10. The successful Bidder shall not assign this contract or sub-let any portion thereof to any other company, firm or person.
- 3.4.11. Payments shall be made after each service on receipt of that months invoice.
- 3.4.12. This agreement shall not be construed as a contract of insurance.
- 3.4.13. All application, storage and handling to be in accordance with S.A.B.S. codes of practice.
- 3.4.14. Material Safety Data sheets must be provided for all chemicals to be used

**COMPANIES QUOTING TO ENSURE THAT THEY ARE REGISTERED WITH SOUTH AFRICAN PEST CONTROL ASSOCIATION (SAPCA) ASWELL AS THE DEPARTMENT OF AGRICULTURE**

**PROOF OF REGISTRATION MUST BE ATTACHED TO THE BID DOCUMENTS**

## ANNEXURE A

### EAST BOOM CHC AND 12 CLINICS: PEST CONTROL

1. All Wards and Departments – comprising kitchen, kit rooms, linen rooms, sluice rooms, equipment rooms, nurses' rest rooms, toilets, bathrooms, showers and ducts, patient rooms including cupboards, bedside lockers, washbasins, mirrors.
2. Including kitchen, doctors' and nurses' rest rooms, sluice area.
3. Outpatients' Department comprising public toilets, kitchen, sluice room, staff rest room, office areas and waiting areas.
4. Casualty Department, kitchen, sluice room, staff rest room, consulting rooms, office- and waiting areas.
5. Patient Admin and Revenue Department comprising public toilets, kitchen, and sluice room, medical records, waiting areas and offices.
6. X-Ray Department comprising toilets, waiting areas, kitchen and sluice areas.
7. Administration comprising kitchen, staff toilets, board room, records room, public toilets, offices, foyer, waiting area, switchboard area.
8. X-Ray Records room.
9. All Park homes
10. Pharmacy area, including emergency medicines room, waiting area, staff toilets, staff rest rooms (all interior).
11. Central Supply Stores: all areas within the section.
12. All storerooms.
13. Transport Department: office and toilet and Medical Waste.
14. All toilets.
15. Security offices
16. Dental Clinic: All sections within the area.
17. TB Park home: All sections within the area.
18. All Sewer manholes.
19. Assets Management offices.
20. Wherever necessary – upon request (any areas that may be required).

## EAST BOOM CHC AND 12 SATELITE CLINICS

[illegible]

## EVALUATION CRITERIA

All proposals received shall be evaluated on the following:

- 3.5. Registration on the Central Suppliers Database.
- 3.6. An original valid SARS Tax Clearance Certificate or a certified copy thereof.
- 3.7. Provision of the relevant Safety Data Sheets and Pesticide certificates.
- 3.8. Specifications: Only offers that meet the specification in all aspects as stipulated in the quotation document.

Offers better than specification are considered to be a compliant with the specification.

- 3.9. Correctness of information: All information required in the quotation document must be accurate and duly completed including all the appropriate signatures. This includes the completion of documentation where required and the submission of required/requested documentation eg. Valid tax clearance certificate, etc.

The Department of Health reserves the right to verify all information submitted.

Non compliance with the above will result in the elimination from further evaluation criteria.

- 3.10. Capacity to execute the contract.

## SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF QUOTATION FORMS

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.

1. Under no circumstances whatsoever may the quotation forms be retyped or redrafted. Photocopies of the original quotation documentation **may be** used, but an original signature must appear on such photocopies.
- 2.
3. The Bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
3. Quotations submitted must be complete in all respects.
4. Quotations 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. 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 may be rejected as being invalid.
6. 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 quotations. Where, however, a **quotation** is received open, it shall be sealed. If it is received without a quotation number on the envelope, it **shall** be opened, the quotation number ascertained, the envelope sealed and the quotation number written on the envelope.
7. 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.
8. No quotation 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.
9. No quotation submitted by telefax, telegraphic or other electronic means will be considered.
10. Quotation documents must not be included in packages containing samples. Such quotations may be rejected as being invalid.
11. Any alteration made by the Tenderer must be initialed.
12. Use of correcting fluid is prohibited.
13. Quotations will be opened in public as soon as practicable after the closing time of quotation.
14. Where practical, prices are made public at the time of opening quotation.
15. 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.



## REGISTRATION ON THE CENTRAL PROVINCIAL SUPPLIERS DATABASE

1. In terms of the KwaZulu-Natal Procurement Regulations promulgated in terms of Section 47 of the KwaZulu-Natal Procurement Act, all suppliers of goods and services to the Province of KwaZulu-Natal are required to register on the Central Provincial Suppliers Database.
2. If you wish to apply for registration, forms may be downloaded from the website, <http://www.kzntreasury.gov.za>, or obtained by phoning the toll free number **0800 201 049**. This number is also available for general enquiries relating to Provincial procurement.
3. If a business is registered on the Central Suppliers Database and it is found subsequently that false or incorrect information has been supplied, then the Province may, without prejudice to any other legal rights or remedies it may have:
  - 3.1 de-register the supplier from the Database,
  - 3.2 cancel a quotation or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favorable quotation is accepted or less favorable arrangements are made.

The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Suppliers Database, relating to changed circumstances.

## CONDITIONS OF QUOTATION

1. I/We hereby quote to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the KwaZulu-Natal Provincial Administration/Parliament (hereinafter called the "Province") on the terms and conditions and be in accordance with the specifications stipulated in the quotation documents (and which shall be taken as part of and be incorporated into this quotation) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I agree that:
  - (a) the offer herein shall remain binding upon me and open for acceptance by the Province during the validity period indicated and calculated from the closing time of the quotation;
  - (b) this quotation and its acceptance shall be subject to the KwaZulu-Natal Procurement Act, 2001, the Procurement Regulations promulgated in terms of section 47 of the aforementioned Act and the terms and conditions contained in the KwaZulu-Natal General Conditions and Procedures for procurement (ZNT 6), with which I am fully acquainted ;
  - (c) if I withdraw my quotation within the period for which I have agreed that the quotation shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the Province may, without prejudice to its other rights, agree to the withdrawal of my quotation or cancel the contract that may have been entered into between me and the Province. I will then pay to the Province any additional expenses incurred by the Province having either to accept any less favorable quotation or, if fresh quotations have to be invited, the additional expenditure incurred by the invitation of fresh quotations and by the subsequent acceptance of any less favorable quotation. The Province shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other quotation or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfillment of this or any other quotation or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Province may sustain by reason of my default;
  - (d) if my quotation is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
  - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my quotation and I choose *domicilium citandi et executandi* in the Republic at (full physical address) :  
.....  
.....
3. I furthermore confirm that I have satisfied myself as to the correctness and validity of my quotation: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.
4. I hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfillment of this contract.
5. I agree that any action arising from this contract may in all respects be instituted against me and I hereby undertake to satisfy fully any sentence or judgment, which may be pronounced against me as a result of such action.

6. HAS THE "DECLARATION OF INTEREST" FORM BEEN DULY COMPLETED AND INCLUDED WITH THE OTHER QUOTATION FORMS?

YES

NO

7. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORISED TO DO SO ON BEHALF OF THE TENDERER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED AND ACKNOWLEDGE THAT:

1. The tenderer will furnish documentary proof regarding any quoting issue to the satisfaction of the Province, if requested to do so.
2. If the information supplied is found to be incorrect and/or false then the Province, in addition to any remedies it may have, may: -
  - 3.1 Recover from the contractor all costs, losses or damages incurred or sustained by the Province as a result of the award of the contract, and/or
  - 3.2 Cancel the contract and claim any damages, which the Province may suffer by having to make less favourable arrangements after such cancellation.

SIGNED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_\_ AT \_\_\_\_\_

SIGNATURE OF TENDERER OR DULY  
AUTHORISED REPRESENTATIVE

NAME IN BLOCK LETTERS

ON BEHALF OF (TENDERER'S NAME) \_\_\_\_\_

CAPACITY OF SIGNATORY \_\_\_\_\_

NAME OF CONTACT PERSON (IN BLOCK LETTERS, PLEASE) \_\_\_\_\_

POSTAL ADDRESS \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

CELLULAR PHONE NUMBER: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

uMnyango Wezempilo . Departement van Gesondheid

*Fighting Disease, Fighting Poverty, Giving Hope*

## DECLARATION OF GOOD STANDING REGARDING TAX

IT IS A CONDITION OF QUOTATION THAT -

1. The taxes of the successful tenderer MUST be in order, or that suitable arrangements have been made with the Receiver of Revenue to satisfy them.
2. This form, Application for Tax Clearance Certificate (in respect of quotations), MUST be completed by the tenderer in all respects and submitted to the Receiver of Revenue where the tenderer is registered for income tax purposes. That Receiver of Revenue will then furnish the tenderer with a Tax Clearance Certificate that will be valid for 6 months from date of issue. The Tax Clearance Certificate must be submitted in the original with the quotation that is before the closing time and date of the quotation. Failure to submit an original and valid Tax Clearance Certificate WILL invalidate your quotation, unless a valid original Tax Clearance Certificate is already in the possession of the office inviting this quotation.
3. Each party to a Consortium/Sub-contractor must complete a separate Tax Clearance Certificate. Copies of the application for Tax Clearance Certificate are available at any Receiver's Office.

## AUTHORITY TO SIGN A QUOTATION

### A. COMPANIES

If a Tenderer is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this quotation to do so, as well as to sign any contract resulting from this quotation and any other documents and correspondence in connection with this quotation and/or **contract** on behalf of the company must be submitted with this quotation, that is before the closing time and date of quotation.

#### AUTHORITY BY BOARD OF DIRECTORS

Resolution passed by the Board of Directors on .....20....., Mr/Ms ..... (whose signature appears below) has been duly authorised to sign all documents in connection with quotation/ contract on behalf of (Name of Company) .....

**SIGNED ON BEHALF OF COMPANY:** .....

**IN HIS/HER CAPACITY AS:** .....

**SIGNATURE OF SIGNATORY:** ..... **DATE:** .....

**WITNESSES:** 1 .....

2 .....

### B. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
.....	.....	.....
.....	.....	.....
.....	.....	.....

We, the undersigned partners in the business trading as..... hereby

authorise..... to sign this quotation as well as any contract resulting from the quotation and any other documents and correspondence in connection with this quotation and /or contract on behalf of .....

.....

.....

**SIGNATURE**

**SIGNATURE**

**SIGNATURE**

**DATE**

**DATE**

**DATE**

**C. SOLE PROPRIETOR (ONE - MAN BUSINESS)**

I, the undersigned..... hereby confirm that I am  
the  
sole owner of the business trading as  
.....  
.....  
.....

.....  
**SIGNATURE**

.....  
**DATE**

**D. CLOSE CORPORATION**

In the case of a close corporation submitting a quotation, a certified copy of the Founding Statement of such corporation shall be included with the quotation, together with the resolution by its members authoring a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on ..... 20..... at  
.....

Mr./ Ms. ...., whose signature appears  
below, has been authorized to sign all documents in connection with this quotation on behalf  
of (Name of close corporation)  
.....

**SIGNED ON BEHALF OF CLOSE CORPORATION**  
.....

**IN HIS/HER CAPACITY AS:**.....

**DATE:** .....

**SIGNATURE OF SIGNATORY:**.....

**WITNESSES:** 1 .....  
2 .....

**CARRY OUT MONTHLY PEST CONTROL SERVICE FOR EAST BOOM CHC AND 12 CLINICS**

N.B.: THIS FORM IS ONLY TO BE COMPLETED WHEN APPLICABLE TO THE TENDER.

## SITE INSPECTION CERTIFICATE

**SITE/BUILDING/INSTITUTION INVOLVED: EAST/ BOOM COMMUNITY HEALTH CENTRE AND 12 CLINICS**

**TENDER NO: ZNQ 186/20**

**SERVICE: CARRY OUT MONTHLY PEST CONTROL SERVICE FOR EAST BOOM CHC AND 12 CLINICS - 12 MONTHS CONTRACT**

**CLINIC SCHEDULE AND PHYSICAL ADDRESS IS ATTACHED**

\*\*\*\*\*

THIS IS TO CERTIFY THAT ..... OF (THE FIRM)

.....

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 HIS REPRESENTATIVE)

DATE: - . . . . .

(SIGNATURE AND DESIGNATION OF DEPARTMENTAL REPRESENTATIVE)

DATE: - . . . . .

## **CLINIC SCHEDULE AND PHYSICAL ADDRESS**

Name of clinic	Address	Telephone Number	Days	Hours	
1. City central clinic	305 Jabu Ndlovu St.	033 345 6669	Mon - Fri	07h30 – 16h00	
2. Eastwood clinic	55 Kingfisher road	033 390 3524	Mon-Fri	07h30 – 16h00	
3. Glenwood clinic	21 Gordon/Everton drive	082 749 2834	Thurs	01h30-16h00	
4. Khan road clinic	771 Bombay road, Truro centre	033 391 1491	Mon - Fri	07h30 – 16h00	
5. New Masons clinic	96 Lazarus road	033 393 1095	Mon - Fri	07h30 – 16h00	
6. Northdale clinic	67 Bangalore road	033 387 1821	Mon - Fri	07h30 – 16h00	
7. Oribi clinic	26 Oribi village	033 386 4947	Monday	07h30 – 16h00	
8. Prestbury clinic	144 Zwartkop road	033 344 1665	Wednesd ay	07h30 – 16h00	
9. Scottsville clinic	1 Oribi road	033 386 7311	Mon - Fri	07h30 – 16h00	
10.Sobantu clinic	546 Thuthuka st. Sobantu	033 390 3519	Mon - Fri	07h30 – 16h00	
11.Woodlands clinic	5 Spruce road	033 387 6667	Mon - Fri	07h30 – 16h00	
12.Old Masons clinic	96 Lazarus road	033 393 1095	Mon - Fri	07h30 – 16h00	