



## Quotation Advert

**Opening Date:** 2021 / 04 / 14  
**Closing Date:** 2021 / 05 / 04  
**Closing Time:** 11:00

### INSTITUTION DETAILS

**Institution Name:** RK Khan Hospital  
**Province:** KwaZulu-Natal  
**Department or Entity:** Department of Health  
**Division or Section:** Supply Chain Management  
**Place where goods / Services is required** R.K KHAN HOSPITAL  
**Date Submitted** 2021 / 04 / 14

### ITEM CATEGORY AND DETAILS

**Quotation Number:** ZNQ: 41 / 21-22

**Item Category:** Services

**Item Description:** CLEANING OF  
WINDOWS, CLEANING  
OF GUTTERS &  
REMOVING SHRUBS OFF  
BUILDINGS  
12 MONTHS PERIOD  
**Suppliers to come with  
their own Mask & Hand  
Sanitiser.**

**Quantity (if supplies)** AS PER SPEC.

### COMPULSORY BRIEFING SESSION / SITE VISIT

**Select Type:** Briefing Session  
**Date :** 2021 / 04 / 20  
**Time:** 11:00  
**Venue:** R.K Khan Hospital – NURSES DINNING HALL.

### QUOTES CAN BE COLLECTED FROM:

Kindly take note the Quotation documents with the Specification is uploaded on the website. PRINT YOUR OWN QUOTATION DOCUMENTS. Only PAGE FIVE (5) of the quotation document that will be given at the site meeting, attach this page with the rest and submit. THE FULL QUOTATION DOCUMENTS WILL NOT BE GIVEN AT THE SITE MEETING. Only Suppliers attending the Site meeting that will QUALIFY.

FORMS MUST BE PRINTED ON-LINE/WEBSITE ONLY.

QUOTES SHOULD BE DELIVERED TO:

COMPLETE QUOTATIONS CAN BE DROPPED OFF

IN THE TENDER BOX, R K KHAN HOSPITAL .

Name:

Mrs M Khumalo

Email:

[maud.khumalo@kznhealth.gov.za](mailto:maud.khumalo@kznhealth.gov.za)

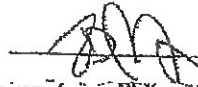
Contact Number:

031 459 6300

Finance Manager Name:

MRIDMYEZA

Finance Manager Signature:



No late quotes will be considered

6.16

4/21-22

STANDARD QUOTE DOCUMENTATION SUPPLY CHAIN MANAGEMENT OVER R30 000.00

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: R.K KHAN HOSPITAL

DATE ADVERTISED: 14 APRIL 2021 CLOSING DATE: 04 MAY 2021 CLOSING TIME: 11:00

FACSIMILE NUMBER: 031 403 7333 E-MAIL ADDRESS: maud.khumalo@kznhealth.gov.za

PHYSICAL ADDRESS: 336 R.K KHAN CIRCLE, WESTCLIFF, CHATSWORTH - 4092

ZNQ NUMBER: 41 /21-22

DESCRIPTION: CLEANING OF WINDOWS, CLEANING OF GUTTERS & REMOVAL SHRUBS OFF BUILDINGS

CONTRACT PERIOD: 12 MONTHS (if applicable) VALIDITY PERIOD 60 Days SARS PIN:

CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO. [Grid]

UNIQUE REGISTRATION REFERENCE [Grid]

DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS) 336 R.K KHAN CIRCLE, WESTCLIFF, CHATSWORTH - 4092

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

[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]

**OFFICIAL PRICE PAGE FOR QUOTATIONS**

ZNQ NUMBER: .....

DESCRIPTION: **CLEANING OF WINDOWS, CLEANING OF GUTTERS & REMOVAL SHRUBS OFF BUILDINGS**

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	AS	CLEANING OF WINDOWS, CLEANING OF GUTTERS				
	PER	& REMOVAL SHRUBS OFF BUILDINGS				
	SCOPE					
		AS PER ATTACHED SPEC.				
		N.B: DECLARATION FORMS,CSD NO.,UNIQUE REG.,				
		SUBMIT BBBEE VERIFICATION CERTIFICATE OR				
		SWORN AFFIDAVID, THE CERTIFICATE MUST BE SANAS				
		APPROVED,MUST BE SUBMITTED WITH QUOTATION.				
		N.B: SAMPLE TO BE PROVIDED UPON REQUEST BY INSTITUTION				
		VIA EMAIL, UPON REQUEST THE SAMPLE MUST BE DROPPED				
		WITHIN 5 (FIVE) WORKING DAYS,FAILER TO SUBMIT UPON				
		REQUESTED PERIOD,THE SUPPLIER WILL BE DISQUALIFIED				
VALUE ADDED TAX @ 15% (Only if VAT Vendor)						
<b>TOTAL QUOTATION PRICE (VALIDITY PERIOD 60 Days)</b>						

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

<p><b>Enquiries regarding the quote may be directed to:</b></p> <p>Contact Person: <b>MNP.MTHEETHWA</b> Tel: 0314596391..</p> <p>E-Mail Address: <a href="mailto:mngobi.mthethwa@kznhealth.gov.za">mngobi.mthethwa@kznhealth.gov.za</a></p>	<p><b>Enquiries regarding technical information may be directed to:</b></p> <p>Contact Person: <b>K RAMSAMY</b>..... Tel: 0314596310..</p>
---	--



**health**

Department:  
Health  
PROVINCE OF KWAZULU-NATAL

**SCOPE OF WORK**

**CLEANING OF WINDOW, CLEANING OF  
GUTTERS AND REMOVING SHRUBS OFF  
BUILDING**

**FOR**

**R K KHAN HOSPITAL**

**DEPARTMENT OF HEALTH**



## SPECIFICATION: CLEANING OF WINDOWS

### 1. BRIEF

The cleaning of windows at R K Khan Hospital is inclusive of the cleaning of ledges *and all the materials, chemicals necessary to complete the contract, as per areas listed in the Scope of Works.*

The contract shall be executed in 2 cleaning cycles over a period of one year maximum. The second cleaning cycle shall be undertaken 6 months after the completion of the first cycle.

### 2. SCOPE OF CONTRACT/WORKS:

The work consists of, cleaning of internal and external perimeter windows, gutters and ledges at R.K. Khan Hospital.

The areas to be serviced are:

- M-Block,
- E and D Block,
- Administration Block,
- P-Block
- Pharmacy
- ARV clinic,
- TB Focal

The quotation is for the of the External windows, doors including mullions and frames(inclusive of door glasses), gutters (on ground level buildings) and ledges (on multi-storey buildings).

The duration and end dates of each service shall be arranged with the Systems Manager.

All outside glass surfaces which cannot be reached by ladder, must be clean my means scaffolding.

Areas where gutters and ledges are to be cleaned are to be identified and appropriately cordoned off avoiding interruptions to patient care and patient flow.*(to be arranged with the hospital prior to commencement)*

The contractor must be adequately insured.

- i. The contractor must clean the inside and outside surfaces of all external perimeter Windows including all window frames.
- ii. The contractor must provide all the equipment and materials, including ladders up to 14 mtrs high.
- iii. The Hospital will provide storage facilities for all equipment and materials.
- iv. All cleaning shall be undertaken during normal office hours only (07h30-16h00).
- v. The contractor shall ensure that cleaning materials and methods used are not abrasive or detrimental to glass surfaces.
- vi. All shrubs and weed growth on ledges shall be removed and chemically treated ("poisoned") to prevent permanent regrowth.

3. **SCOPE OF THE WORKS: CLEANING OF INTERNAL AND EXTERNAL PERIMETER WINDOWS, LEDGES AND GUTTERS AT R.K. KHAN HOSPITAL.**

The work comprises of cleaning of internal and external perimeter windows, ledges (inclusive of weed and shrub removal) and gutters at R.K. Khan Hospital.

4. **PRELIMINARIES:**

**EXISTING PREMISES/ FACILITIES :**

The extent of the work to be done must be determined prior to commencing of work by inspecting all premises with the Maintenance manager/ Systems Manager and an agreed work schedule with locations must be drawn up before work can start.

5. **GENERAL REQUIREMENTS:**

**PROVISION OF / AVAILABLE FACILITIES:**

Toilet, water, electricity or storage facilities are available and the Respondent is to ensure facilities are used considerately.

**DURATION:**

It is a requirement of this contract that the works shall commence within a period of 2 weeks from the date of receipt of the order, inclusive of any time required to provide proof of the required insurance cover, but excluding the year end break and special non-working days falling outside thereof. The first cleaning cycle must be completed within one month of commencement and the second, six months thereafter. *for*

**COMPLETION AND HANDING-OVER PROCEDURE:**

It is the responsibility of the Contractor to do his own quality checks and snagging in order to ensure that the completed Works comply with the Specification in every respect. On completion of the Works or agreed section of the Works, the Contractor shall notify the Systems Manager/Cleaning Supervisor who will in turn snag the work and issue a Snag List. This list may need to be produced from several snagging inspections as may be necessary or convenient.

Thereafter, and upon notification by the Contractor of completion of the snagged items, Systems Manager/Cleaning Supervisor shall re-inspect these items in order to de-snag them. Only upon the de-snagging of all items on the List or those snag items in an agreed section of the Works, shall the Works, or such section of the Works as agreed upon, be deemed to be complete for handing over purposes. Until such a completed state is achieved, the Works, or those sections of the Works as defined, shall remain under the Contractors responsibility and insured by him.

## **PENALTIES:**

If the Quotation Adjudication points awarded to the Contractor are later found to be based on incorrect or false information, or the conditions pertaining to the award of points are not met, the Contractor shall be responsible for the determined cost incurred.

It is the responsibility of the Contractor to do his own snagging to ensure that the installations comply with the specification. On completion, the Project Engineer will snag the work and then de-snag after allowing a reasonable period for the Contractor to satisfactorily rectify any snags.

## **PRICING:**

This is a fixed price Quotation. Any price increase of whatsoever nature, influencing the Contractors cost of executing the Works, will be borne by the Contractor who shall be deemed to have made allowance for this in his quotations price.

For the valuation of interim payments, extras and omissions, the Respondents Rates as priced in the attached Schedule shall apply. Rates are to allow for all sundries including preliminary and general requirements.

## **CONTINGENCIES:**

The contingency sum as provided for on the Form of Offer is for use at the sole discretion and direction of the employer, and which may be deducted in whole or part if not required.

## **Storage of Materials:**

The Contractor will be permitted, to store materials on site only in the area demarcated and agreed by the Hospital on handing over the site to the Contractor. The Contractor will be required at all times to keep the site in a neat and orderly fashion.

## **Delivery of Materials:**

The Contractor will be required to take all possible precautions to avoid damage to the institutions' property and to prevent obstructions on any normal access route within the property. The contractor will be held accountable for any damages caused as a result of the above.

## **Security of the Works:**

The Contractor is responsible for his own security regarding materials stored on site, for his own and labourer's security and for the work in general for the duration of the contract. Costs relating to any security and insurances the contractor may require are to be included in the net tender.

## **6. HEALTH & SAFETY REQUIREMENTS**

1. The Contractor is to ensure compliance with the provisions of the OHS Act & all relevant regulations, by all employees of theirs & other contractors on the site.
2. The Contractor is to refer to the list of known or anticipated dangers, given hereunder, or hazards relating to work.
  - 2.1 Electrical Machines & Power Tools used.



- 2.2 Hazardous compounds / liquids
- 2.3 Fall protection.
- 2.4 Access scaffolding or suspended platforms for external façade.
- 2.5 Materials Hoist/s or Lifting Machines.
- 2.6 Waste removal safely.
- 2.7 (other)

- 3. Environmental concerns that need to be addressed include:
  - 3.1 Noise caused by work.
  - 3.2 Effect on adjoining buildings, roads, services, etc.
  - 3.3 Pedestrian/public safety.
  - 3.4 The use of visible signage and barricades.
- 4. All employees are to be instructed & trained by a competent person regarding any hazard identified on site, and the related work procedure.

## CONDITIONS OF CONTRACT

### 1 FIXED-PRICE QUOTATION:

The prices submitted shall hold firm for the duration of the contract and shall not be subject to escalation.

### 2 ACCEPTANCE OF QUOTATIONS:

The lowest or any quotation will not necessarily be accepted and the right is reserved to accept the whole or part of any quotation.

### 3 DOUBTS AND DIFFERENCES:

Notwithstanding the stipulations herein specified, the Contractor shall provide for everything which is deemed necessary for the completion of the Contract and all work shall be in compliance with the contract specifications.

### 4 COMPLIANCE WITH LEGISLATION:

The Contractor is to ensure compliance with the provisions of the OHS Act & all relevant regulations, by all employees of theirs & other contractors on the site.

The Contractor shall comply with all laws relating to wages and conditions generally governing the employment of labour in the Kwa-zulu Natal region.

The contractor must be registered with the Labour and Bargaining Council.

**(Proof must be submitted with the quotation.)**

### 5 CONSTRUCTION INDUSTRY DEVELOPMENT BOARD:

Respondents / Contractors must be registered on the C.I.D.B. (Construction Industry Development Board) and have to provide proof of registration and their applicable category when submitting quotations.

6 EMPLOYMENT OF LOCAL LABOUR:  
(Where applicable especially in areas of previously disadvantaged groups)

7 GUARANTEE AND DEFECTS PERIOD:

The Contractor shall guarantee all material and workmanship and shall replace at this own expense any parts which are or become defective (other than from fair wear and tear) or incapable of their normal operation during the Defects liability period which shall commence at Practical Completion and Latent Defects which shall commence after end of defects liability period.

8 INDEMNITY:

The Contractor shall indemnify the Department of Health KZN against all claims, etc., which may arise as a consequence of the execution of the Contract and is required to sign the attached Form of Indemnity on award of the Contract. In the event of injury or damage to the Contractor's personnel or equipment, loss or damage of any portion of the Works, or of materials destined for the Works, public injury, or damage to public property, no claim for damage or responsibility will be accepted by the Hospital.

The contractor shall provide all necessary insurances to the satisfaction of The hospital to cover all risk which may arise out of the contract. **(Proof must be submitted with the quotation.)**

9 PAYMENT:

Valuation dates will be advised by the Systems Manager.  
Invoices must reflect the date of Certification and the amount certified.  
Only original invoices will be processed for payment.

10 PERIOD FOR WHICH QUOTATION HOLDS GOOD:

This Quotation will remain valid for acceptance for a period of 60 days from the returnable date of the Quotation.

11 PREFERENTIAL PROCUREMENT:

The Department will apply their Preferential Procurement Policy which means that vendors could score advantage points for having historically disadvantaged, women or disabled partners (as verified on the Department of Health KZN Supplier Database), as well as functionality.

12 TAX COMPLIANCE:

It is the vendor's duty to ensure that their Tax Clearance Status on The Central Suppliers Database is at all times kept up to date. A Respondent with an "Expired" Tax Clearance status will not be considered for Contract award. No payment will be effected if the Hospital is not in possession of a valid Tax Clearance Certificate.

13 DEFAULT:

Should it appear to the Hospital that the Contractor is not executing the Contract in accordance with the true intent and meaning thereof, or that he is refusing or delaying to execute the Contract or in the event of any other failure or default by the Contractor, then and in any such events the Hospital may give notice in writing to the Contractor to make good the failure or default, and should the Contractor fail to comply with the notice within the period specified therein, then and in such case the Hospital shall, without prejudice to any of its rights under the Contract, be at liberty forthwith to perform such works as the Contractor may have neglected to do, or to take the Contract wholly or in part out of the Contractor's hand and order from any other person. The Contractor shall be responsible for any loss the Hospital may sustain by reason of such action as the Hospital may take in terms of this Clause.

14 RESPONSIBILITY OF THE CONTRACTOR:

The onus rests with the successful contractor that he/she is aware of all the Defects and to **verify the measurements when quoting for this contract as no Additional payments outside this quotation will be made.**

Contractors should be represented at the site visit/clarification meeting by a person who is suitably Qualified and experienced to comprehend the implications of the work involved. Contractors or their official representatives who fail to complete and sign the Site attendance register will render their quotation liable for disqualification.

17 NON-RESPONSIVENESS OF QUOTE:

Quotations will be considered non-responsive if, inter alia:

- the quotation is not in compliance with the Scope of Work;
- the Contractor has not completed the returnable quotation document in NON ERASABLE INK.
- the Contractor has not submitted:-
  1. Proof of Insurance Cover
  2. Proof of registration with the labour council
  3. Proof of registration with the Bargaining Council
  4. Fall protection certification and training
- the Contractor is not CIDB registered;
- No valid up to date tax clearance certificate;
- The contractor has failed to achieve the minimum points required of conditions of contract functionality.

**COMPULSORY SITE MEETING:**

A compulsory site meeting will be held for all contractors to inspect and to ascertain the amount and nature of work required prior to submitting their quotation where a project manager will be in attendance on the date and site as detailed below. **NOTE**: only quotations submitted by contractors who have attended the compulsory site meeting will be considered for acceptance. the hospital reserves the right to extend the quotation date or postpone the site meeting.

**VENDORS ARRIVING MORE THAN 15 MINUTES AFTER THE OFFICIAL SITE MEETING TIME WILL NOT BE ALLOWED TO PARTICIPATE IN THE MEETING NOR WILL THEY RECEIVE TENDER DOCUMENTS TO COMPLETE.**

DATE OF SITE MEETING : \_\_\_\_\_  
TIME : \_\_\_\_\_  
VENUE : \_\_\_\_\_

CONTACT DETAILS: MR. P. MTHETHWA- (031) 459 6391- SCM  
N.T.A. DUMAKUDE- (031) 459 6018- SYSTEMS MANAGER

Quotations must be placed in a sealed envelope endorsed with the ZNQ no., name of quotation and closing time and date, and deposited in the tender box (located at the security entrance) appropriately labelled. (no faxed quotations permitted)

No	Description	Unit	Qty	Rate	Amount
	<b><u>CLEANING OF WINDOWS</u></b>				
1	M Block	Item	Item		
2	E Block	Item	Item		
3	D Block	Item	Item		
4	CSSD Block				
5	P Block	Item	Item		
6	Pharmacy	Item	Item		
7	ARV Clinic				
8	T B Focal	Item	Item		
9	Admin Block	Item	Item		
10	Contractor to Measure window sizes to all the mentioned areas and provide a report	Item	Item		
	<b><u>Cleaning of Gutters</u></b>				
11	Clean gutter to all building within the institution	Item	Item		
12	Contractor to give report for Buildings with Gutters and the meterage of gutters	Item	Item		
13	Remove all growth of shrubs small trees from brickwork Poison with Garlin and repoint brickwork to all buildings in R K Khan Hospital	Item	Item		
14	Health and Safety File	Item	Item		
	<b>Carried forward to Quotation Form</b>				

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.....
- 2.2. Identity Number: .....
- 2.3. Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):.....
- 2.4. Company Registration Number: .....
- 2.5. Tax Reference Number: .....
- 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 –

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.

<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.

### **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:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	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:

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

- 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"/>
-----	--------------------------	----	--------------------------

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"/>
-----	--------------------------	----	--------------------------

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