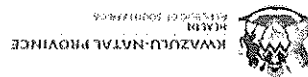


SharePoint

Zulu Cyprian



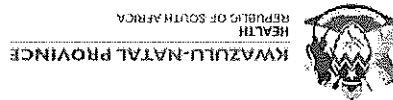
KZN Health Intranet

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KZN Health > Components > Supply Chain Management

AdvertQuote



Quotation Advert

Opening Date: 2022-08-23
 Closing Date: 2022-08-30
 Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: Select...
 Province: KwaZulu-Natal
 Department or Entity: Department of Health
 Division or section: Central Supply Chain Management
 Place where goods / services is required: INANDA CHC

Date Submitted: 2022-08-23

ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ: INA 121/22-23
 Item Category: Select...
 Item Description: MAJOR SERVICE OF MUNIS 40 FRIDGES AND DOUBLE DOOR FRIDGES

Quantity (if supplies)

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Select...
 Date: 2022-08-26
 Time: 11H00
 Venue: INANDA CHC

QUOTES CAN BE COLLECTED FROM: DOWNLOAD

QUOTES SHOULD BE DELIVERED TO: INANDA COMMUNITY HEALTH CENTER

ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name: MS TP MKHIZE
 Email: dumisanl.mswelhi@kznhealth.gov.za
 Contact Number: 031 519 0455

Finance Manager Name:

MR CP ZULU

Finance Manager Signature:

No late quotes will be considered

BIDDER'S DISCLOSURE

1. **PURPOSE OF THE FORM**
 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid, in line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
 Where a persons/ are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. **BIDDER'S DECLARATION**

2.1. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise, employed by the state?
 YES/NO

2.1.1. If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State Institution

2.2. Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?
 YES/NO

2.2.1. If so, furnish particulars:

2.3. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?
 YES/NO

2.3.1. If so, furnish particulars:

3. **DECLARATION**

I, the undersigned (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1. I have read and I understand the contents of this disclosure;
- 3.2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive bidding.
- 3.4. In addition, there have been no consultations, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5. The terms of the accompanying bid have not been, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6. There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
 I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
 Name of Bidder

 Signature

 Position

 Date

1 the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.
 2 Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
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GENERAL CONDITIONS OF CONTRACT

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 Department is under no obligation to accept the lowest or any quote.
 3.2. The Department reserves the right to communicate in writing with vendors in cases where information is incomplete or where there are obscurities regarding technical aspects of the offer, to obtain confirmation of prices or preference claims in cases where it is evident that a typing, written, transfer or unit error has been made, to investigate the vendor's standing and ability to complete the supply/service satisfactorily.
 3.3. **ALL DECISIONS TAKEN BY THE DEPARTMENT ARE FINAL, INCLUDING THE AWARD OR CANCELLATION OF THIS QUOTATION.**

3.4. The price quoted must include VAT (if VAT vendor).
 3.5. Should a bidder become a VAT vendor after award or during the implementation of a contract, they may not request the VAT percentage from the Department as the service provider made an offer during the period they were not registered as a VAT vendor. The Department is only liable for any VAT from registered VAT vendors as originally stated on the quotation document.
 3.6. The bidder must ensure the correctness & validity of the quotation:
 (i) that the price(s), rate(s) & preference quoted cover all for the workitem (s) & accept that any mistakes regarding the price (s) & calculations will be at the bidder's risk
 (ii) it is the responsibility of the bidder to confirm receipt of their quotation and to keep proof thereof.
 3.7. The bidder must accept full responsibility for the proper execution & fulfillment of all obligations conditions devolving on under this agreement, as the Principal (s) liable for the due fulfillment of this contract.
 3.8. This quotation will be evaluated based on the 80/20 points system, specification, correctness of information and/or functionally criteria. All required documentation must be completed, in full and submitted.
 3.9. Offers must comply strictly with the specification.
 3.10. Only offers that meet or are greater than the specification will be considered.
 3.11. Late offers will not be considered.
 3.12. Expired products will not be accepted. All products supplied must be valid for a minimum period of six months.
 3.13. Used/ second-hand products will not be accepted.
 3.14. A bidder not registered on the Central Suppliers Database or whose verification has failed will not be considered.
 3.15. All delivery costs must be included in the quoted price for delivery at the prescribed destination.
 3.16. 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.
 3.17. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
 3.18. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered.
 3.19. Verification will be conducted to identify if bidders have multiple companies and are cover-quoting for this bid.
 3.20. In such instances, the Department reserves the right to immediately disqualify such bidders as cover-quoting is an offence that represents both corruption and acquisition fraud.

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. Quotations submitted must be complete in all respects. However, where it is identified that information in a bidder's response, which does not affect the preference points or price, is incomplete in any respect, the said supplier meets all specification requirements and scores the highest points in terms of preference points and price, the Department reserves the right to request the bidder to complete/ submit such information.
 4.5. Any alteration made by the bidder must be initialed; failure to do so may render the response invalid.
 4.6. Use of correcting fluid is prohibited and may render the response invalid.
 4.7. Quotations 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.

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.

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. TAX COMPLIANCE REQUIREMENTS

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 points 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.

9. SUBMISSION AND COMPLETION OF SBD 6.1

8.1. The contractor shall, when requested to do so, furnish particulars of suppliers 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.

8. STATEMENT OF SUPPLIES AND SERVICES

Full Name: Signature: Date:	Institution Stamp: Institution Site Inspection / briefing session Official
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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 YES NO take place

(ii) Date 26 / 08 / 2022 Time 11 : 00 Place INANDA CHC

7. COMPULSORY SITE INSPECTION / BRIEFING SESSION

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.

(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.

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

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.

6. SAMPLES

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

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.

5.4. 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.

5.3. 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.

5.2. 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.

5.1. 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. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS

4.10. The Department is under no obligation to pay suppliers in part for work done if the supplier can no longer for fulfill their obligation.

15. THE DEPARTMENT RESERVES THE RIGHT TO PASS OVER ANY QUOTATION WHICH FAILS TO COMPLY WITH THE ABOVE.

- 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.
- 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.
- 14.1. (i) terminate this contract in whole or in part;
 (ii) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract;
 (iii) if the supplier fails to perform any other obligation(s) under the contract; or
 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. TERMINATION FOR DEFAULT

- 13.4. 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.
- 13.3. In the event that the contract is terminated the institution may claim damages from the service provider in the form of a penalty. Alternatively, the institution may elect to terminate the contract and procure the necessary commodities in order to complete the commodities delivered at a later stage at the service provider's expense.
- 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 the circumstances and, if deemed necessary, the institution may extend the service provider's time for performance.
- 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 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. PENALTIES

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.

12. PATENT RIGHTS

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

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:

- (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 Exemplified 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;

2. DEFINITIONS

- 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 contributor 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.

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

- 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:

1. GENERAL CONDITIONS

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.

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 Contributor

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

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		

Designated Group: An EME or QSE which is at least 51% owned by:

EME QSE

Preferential Procurement Regulations, 2017:

iv) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of

YES NO

(Tick applicable box)

- 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.....

Whether the sub-contractor is an EME or QSE

7.1.1 If yes, indicate:

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

YES NO

(Tick applicable box)

7. SUB-CONTRACTING

(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.

- 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)

BID DECLARATION

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

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:

POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

Ps = Points scored for price of bid under consideration
 Pt = Price of bid under consideration
 Pmin = price of lowest acceptable bid

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

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

THE 80/20 PREFERENCE POINT SYSTEMS

POINTS AWARDED FOR PRICE

3.1

3.

before quote.

NOTE: Bidders are welcome to view the condition of the above items in the clinics

PHARMACY SERAIL NO: 1140 X 15/PO 2842038
EPI ROOM SERAIL NO: B200 -0816 -955486

QADI CLINIC:

ANC SERAIL NO: LF 0821009
ANC SERAIL NO: 941946
ROOM 2 SERAIL NO: NIL MINUS 40 FRIDGE

AMAOTI CLINIC:

SHORT STAY SERAIL NO:1140 SDF/0216/39605

SIVANANDA CLINIC:

CCMDD MODEL:ES 1140
MAIN PHARMACY SERAIL NO: 1145 SDF/0216/39591
PHARMACY SERAIL NO: MED 900GSD -0221 -416NT
LABOUR WARD SERAIL NO: 130H -02160313

INANDA CHC:

SERVICE LIST FOR MINUS 40 FRIDGES AND DOUBLE DOOR FRIDGES

INANDA CHC AND SATELLITE CLINIC

ZNQ-----

Enquires: Basil Khwela

Date:27.06.2022

DIRECTORATE:
INANDA 'C' CHC

Physical Address: C 135 Mshado ROAD, Inanda
Private Bag X 04, Phoenix 434
Tel: 031 519 0455 Fax: 031 519 0460 Email:basil.khwela@kznhealth.gov.za
www.kznhealth.gov.za

health
Department:
PROVINCE OF KWAZULU-NATAL

