



## Quotation Advert

Opening Date: 2022-05-24

Closing Date: 2022-05-31

Closing Time: 11:00

## INSTITUTION DETAILS

Institution Name: KwaDabeka CHC ▾

Province: KwaZulu-Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required: KwaDabeka CHC

Date Submitted: 2022-05-23

## ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ: 58/22

Item Category: Services ▾

Item Description: Supply & Install Partitioning of the Waiting Area at KwaDabeka CHC

Quantity (if supplies):

## COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Compulsory Briefing Session ▾

Date: 2022-05-26

Time: 10H00

Venue: KwaDabeka CHC

QUOTES CAN BE COLLECTED FROM: Downloadable on kznhealth Website

QUOTES SHOULD BE DELIVERED TO: 04 Khululeka Drive, KwaDabeka Township - Tender Box Only

## ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name: Simphiwe Mthiyane

Email: N/A

Contact Number: 031 714 3762

Finance Manager Name: P.O. Mrs. Zondi

Finance Manager Signature:

No late quotes will be considered

STANDARD QUOTE DOCUMENTATION OVER R30 000.00

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: KwaDabeka Community Health Centre  
DATE ADVERTISED: 24 May 2022 CLOSING DATE: 31 May 2022 CLOSING TIME: 11:00  
FACSIMILE NUMBER: N/A E-MAIL ADDRESS: N/A  
PHYSICAL ADDRESS: 04 Khululeka Drive, KwaDabeka Township, 3602

QUOTE NUMBER: 58/22

DESCRIPTION: Supply & Install Partitioning of the Waiting Area at KwaDabeka CHC

CONTRACT PERIOD: Once-off (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)  
04 Khululeka Drive, KwaDabeka Township, 3602

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.

QUOTATIONS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RETYPED)

THIS QUOTE IS SUBJECT TO THE FOLLOWING EVALUATION PROCESS

- ☞ QUOTATIONS WILL BE EVALUATED FOR COMPLIANCE TO ADMINISTRATIVE AND SPECIFICATION REQUIREMENTS INCLUDING BUT NOT LIMITED TO BIDDER'S DISCLOSURE, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- ☞ PROPOSALS MAY ALSO BE EVALUATED ON FUNCTIONALITY IF APPLICABLE AND STATED IN THIS DOCUMENT.
- ☞ QUALIFYING PROPOSALS WILL THEN BE EVALUATED ON PRICE ONLY

THE FOLLOWING PARTICULARS MUST BE FURNISHED  
(FAILURE TO DO SO MAY 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) .....



**PROVINCE OF KWAZULU-NATAL**  
**DEPARTMENT OF HEALTH**  
**ZNQ .....**  
**KwaDabeka CHC**

**CIDB Grading Minimum Requirement: 1GB**  
**SERVICE: Partitioning of waiting area**

**PROJECT SPECIFICATIONS**

**1.1 SCOPE OF CONTRACT:**

- 1.1.1. Partitioning of waiting area and renovation security guard rooms

**1.2 CONTRACT DRAWINGS**

This quotation document is to be read in conjunction with the drawings listed below which is issued together with this document

Drawing No: Nil

These drawings may be updated from time to time during the course of the Contract, and the Contractor must ensure at the time of the installation that he has the latest copy of all drawings. No claim will be considered for work, which requires to be changed due to the use of outdated drawings.

**1.3 CONDITIONS OF CONTRACT AND PRELIMINARIES**

**1.3.1 PERIOD OF CONTRACT**

Four (04) *Weeks* as the Contract Period for the completion of the Work from date of Site handover.

**1.3.2 CONTRACT GUARANTEE:**

The Successful Bidder will **NOT** be required to submit a contract guarantee.

**1.3.3 GUARANTEE PERIOD**

The guarantee period for the completion of the Structural work and all materials must be a minimum of (12) Calendar Months from the date of first delivery.

**1.3.4 SITE AND MODE OF PROCEDURE**

The work contained in this contract will be carried out on the existing site at KwaDabeka CHC.

The Bidder is advised that the existing premises will be occupied throughout the period of the contract, and that the minimum amount of disruption to services is of the utmost importance

The bidders shall be aware that the work may be required to be done after hours or on weekends and shall make necessary arrangement if so called for. Damage to the existing buildings - Bidders to note that any damages done or occurring to any of the buildings will be repaired at the expense of the contractor/ Bidder.

The project or installation must be to the satisfaction of the Kwazulu- Natal Department of Health. Bidders are advised to visit the site prior to tendering and to acquaint themselves with the nature of the work to be done and access to the siting of the existing buildings etc., as no claim whatsoever will be allowed on the grounds of ignorance of the conditions under which the work will be executed.

### **1.3.5 SATISFACTORY INSTALLATION**

The project must be to the satisfaction of the KwaZulu- Natal Department of Health. Bidders are advised to visit the site prior to tendering and to acquaint themselves with the nature of the work to be done and access to the siting of the existing buildings etc., as no claim whatsoever will be allowed on the grounds of ignorance of the conditions under which the work will be executed.

All equipment and materials used in this contract shall be that which is specified or other approved

The project shall be carried out in accordance with the South African Bureau of Standards Code of Practice for the application of National Building Regulations, the KZNPA Standard Preambles to all Trades, the KZNPA General Electrical Specification, ICASA, Telecommunications regulations, the South African Bureau of Standards Code of Practice for the Wiring of Premises SABS 0142 and the Occupational Health and Safety Act and Regulations 85/1993 as amended.

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

## 2. TECHNICAL SPECIFICATION

### 2.1 GENERAL

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

#### **MATERIALS FROM THE ALTERATIONS: —**

Unless otherwise stated, will become the property of the Contractor and all these materials, together with all rubbish and debris must be carried away and the site left clean and unencumbered.

Items described as "removed" shall mean removed from the site.

Items described as to be re-used or to be handed over to the Administration are to be dismantled where necessary and stacked on site where directed, and the Contractor will be responsible for their removal and storage until required, and shall make good all items missing, damaged or broken at his own expense.

Unless otherwise described, no materials from the alterations shall be re-used in any new work without the written approval of the Department.

In taking down and removing existing work, particular care must be taken to avoid any structural or other damage to the remaining portions of the buildings.

The project leader will monitor and inspect various stages of the project.

### 2.2 Partitioning

- The dimensions of the cubicle to be installed is height 2.500M, length 12.300M.
- 12mm Moisture resistant Plaster Board tapered edge dry wall partitioning is to be used, the base is to be sealed with sound insulation under the floor track for infection control with cavity batt insulation. All butt joints on plaster board to be covered with 50mm fibre tape and made good with quick dry skimming compound ready for painting.
- Finish to be painted with a good quality acrylic paint. Recommend a fine stipple coat to avoid seeing skimming of junctions.
- Insulation in cavities to conform to Class 1 fire index with a minimum of 50mm thick.
- Studding and tracks for partitioning to be galvanized steel and wall thickness to be 76mm finished product. All 90 degree open corners to be finished with 90 degree galvanized.
- Aluminium skirting shall be fixed at the base of the partition cubicle, minimum 75mm in height both inside and outside. The skirting shall be fixed with a contact adhesive directly to the unpainted gypsum surface and additionally be riveted to the supporting frame.
- The cubicle shall be fitted with 3 x 1200 x 1200 aluminium sliding type lockable windows with toughened or armour-plated glass.
- The cubicle shall be fitted with lockable door with a minimum width of 1000mm for wheelchair and stretcher access. Door shall be solid core timber.

## 2.3 painting

- Iron, steel and other ferrous metals shall be cleaned in accordance with SANS Code of practice 064 to remove rust, scale, grease, oil, etc. and the surface brought to a bright metallic condition.
- Galvanized iron and zinc shall be cleaned in accordance with SANS Code of Practice 062 to remove the manufacturer's temporary protective coating, white rust, etc.
- **Previously painted surfaces in good condition;** remove loose and flaking paint back to a sound substrate and firm edge by scraping and sanding. Spot prime bare areas with appropriate primer. Clean with **polycell sugar soap powder solution** to remove all contaminates. Rinse with clean water to remove all traces of sugar soap. Sand glossy enamel surfaces thoroughly to an even matt finish and dust off
- **Formerly painted surfaces in poor condition;** completely remove the paint by the most appropriate means e.g. scraping, coarse sanding, stripping with appropriate coating remover. Wash thoroughly with sugar soap powder solution and rinse with fresh water
- **Chalky surfaces;** remove as much of chalky surfaces as possible, apply damp proof and seal with bonding liquid and allow to dry
- Filling fill defects with appropriate polyfilla interior and seal polyfilla with plaster primer
- Paint to be a polyurethane acrylic hybrid paint, none drip, satin sheen finish, antibacterial and fungal protection, odourless and low volatile organic compound with minimum 7 years guarantee.(colour to be confirmed on site happy colours), Apply generously full coats so that brush marks flow out to smooth even coat, Complete cutting in first, using a two coat application by brush or roller, then then proceed painting the entire surface. Apply two or more coat to achieve complete obliteration
- For doors windows and frames; supply and apply none drip enamel satin sheen, heat stearn and stain resistance, odourless, lead free paint with minimum 7 year guarantee.

## 2.4 Standard Preambles

This (Copy) is available from the department on request .

## 3. SCOPE OF WORK

- Installation of dry wall partitioning and top light partition at waiting area
- Installation of baby nappy changing area
- Frosting of existing windows
- Painting of dry wall partition

## 4. SCHEDULE OF RATES

### 4.1 ITEMS AND PRICING

The Department reserves the right to place an order for any quantities of items included in the Schedules. The Schedule of Rates must also not be assumed to include and describe every detail of the supply requirement, but must be taken andread in conjunction with the other parts of the document. Thus the supplier shall not have claim for further payment in respect of any order which may be described or

implied in the contract, although apparently no corresponding items are given in the Schedule of Rates. The supplier shall be deemed to have satisfied himself before quoting as to the correctness and sufficiency of his quote for the contract and of the rates and prices stated in the Schedule of Rates.

#### 4.2 TAX AND DUTIES

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

#### 4.3 RATES

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



**BILL OF QUANTITY**

Item No.	Description	UOM	Quantity	Rate	Amount
	<i>Bidders to measure the items on the BOQ before manufacturing or procurement of material specified</i>				
1	Leave perfect; Allow for cleaning all accumulated rubble, building material etc. washing floors and leaving the whole works and ground thoroughly clean and in perfect taste and working condition.	item	1		
2	Supply and install dry wall partitioning (including 105m X 1.5m Baby nappy changing area)	M <sup>2</sup>	35.		
3	Supply and install aluminium light top partitioning of 900mm H x 1000mm complete with 4mm window pane above 5.7m dry wall partitioning.	M <sup>2</sup>	5		
4	Supply and install 1000mm x 2000mm solid wood door hung 3 hinges, top 2 hinges to be 300mm apart. (for wheel chair access)	units	1		
5	Supply and install 1200mm x 1200mm aluminium sliding type lockable windows. Windows shall be 6mm frosted toughened or armour-plated glass, allow for shop drawing design.	units	3		
6	Supply and install 75mm high aluminium skirting on both sides.	M	36		
7	Frosting of existing 2000mm x 1200mm windows	units	4		
8	Allow for the replacement of window stay and handles on 4 existing windows	item	1		
9	Supply and install 1500mm x 600mm x 32mm worktop solid post formed Formica on "V313 (HMR)" (High Moisture Resistant) complete with chrome plated steel furnisher legs	item	1		
10	Supply and install complete set of 3 liver mortice lock and keys.	unit	1		
<b>Total carried to collection summary page1</b>				<b>Total</b>	

Item No.	Description	UOM	Quantity	Rate	Amount
11	<p><i>Paint to be a polyurethane acrylic hybrid paint, none drip, satin sheen finish, antibacterial and fungal protection, odourless and low volatile organic compound with minimum 7 years guarantee.(colour to be confirmed on site happy colours), Apply generously full coats so that brush marks flow out to smooth even coat, Complete cutting in first, using a two coat application by brush or roller, then then proceed painting the entire surface. Apply two or more coat to achieve complete obliteration</i></p> <p>Supply and apply paint on dry wall partitioning s.</p>	M <sup>2</sup>	45		
12	<p><i>For doors windows and frames; supply and apply none drip enamel satin sheen, heat steam and stain resistance, odourless, lead free paint with minimum 7 year guarantee</i></p> <p>On doors and windows supply and apply paint</p>	M <sup>2</sup>	3.5		
13	Supply and install baby nappy changing area curtain and rail	item	1		
<b>Total carried to collection summary page2</b>				<b>Total</b>	

**COLLECTION SUMMARY PAGE**

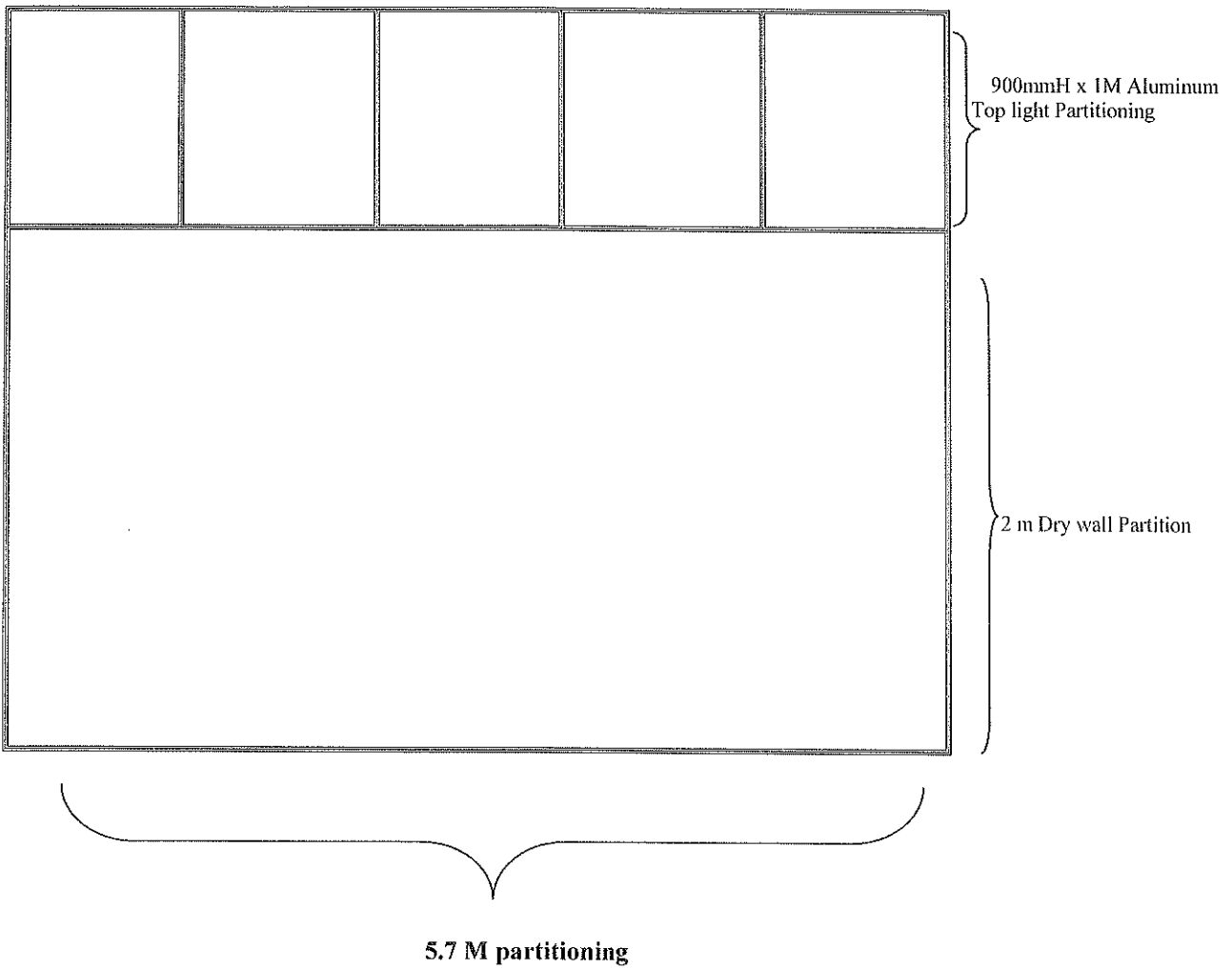
**INSTITUTION:** KwaDabeka CHC

**PROJECT:** Partitioning of AYFS area

**NOTE:** THIS COLLECTION SUMMARY MUST BE COMPLETED IN FULL BY THE CONTRACTOR AND RETURNED TOGETHER WITH THE TENDER FORM.

Bill No.	Trade name	Page No	Amount
1	Total carried to collection summary page1	6	
2	Total carried to collection summary page2	7	
<b>Sub-total</b>			
<b>Add: Value Added Tax at 15%</b>			
<b>TOTAL CARRIED TO PRICE PAGE</b>			<b>TOTAL:</b>

**Diagram 1: *item no 3 on BOQ***  
**Partitioning for illustration purposes**



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 person/s 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<sup>1</sup> 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.

Table with 3 columns: 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<sup>2</sup> will not be construed as collusive bidding.
3.4. In addition, there have been no consultations, communications, 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 or not 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, and will not be, 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.

## 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, 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) quoted cover all for the work/item (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 & fulfilment of all obligations conditions devolving on under this agreement, as the Principal (s) liable for the due fulfilment of this contract.
- 3.8. This quotation will be evaluated based on the, specification, correctness of information and/or functionality 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 product/s 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 price, is incomplete in any respect, the said supplier meets all specification requirements and offers the lowest 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 initialled; 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.
- 4.10. The Department is under no obligation to pay suppliers in part for work done if the supplier can no longer for fulfil their obligation.

**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 two 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  will  take place
- (ii) Date 26 / 05 / 2022 Time 10 : 00 Place KwaDabeka Community Health Centre

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. TAX COMPLIANCE REQUIREMENTS**

- 9.1. 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.**
- 9.2. 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. TAX INVOICE

10.1. 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.                            |

## 11. 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.

## 12. PENALTIES

- 12.1. 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.
- 12.2. 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.
- 12.3. 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.
- 12.4. 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.

## 13. TERMINATION FOR DEFAULT

- 13.1. 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.
- 13.2. 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.
- 13.3. 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. THE DEPARTMENT RESERVES THE RIGHT TO DISQUALIFY ANY QUOTATION WHICH FAILS TO COMPLY WITH THE ABOVE.