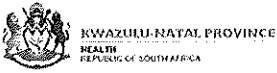


SharePoint

Zwane Sibusiso ▾ ?



### KZN Health Intranet

KZN HEALTH

HOME CORPORATE INFORMATION COMPONENTS DIRECTORY DISTRICT OFFICES HEALTH FACILITIES

KZN Health > Components > Supply Chain Management

AdvertQuote



### Quotation Advert

Opening Date: 2022-11-24

Closing Date: 2022-11-29

Closing Time: 11:00

#### INSTITUTION DETAILS

Institution Name: Ladysmith hospital

Province: KwaZulu-Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required: LADYSMITH REGIONAL HOSPITAL

Date Submitted: 2022-11-23

#### ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ: LSH 1559 - 22 - 23

Item Category: Services

Item Description: SUPPLY AND INSTALL NEW BMS SYSTEM IN MAINTENANCE & PLANT ROOMS  
CIDB GRADING: 1EB

Quantity (if supplies) AS PER SPECIFICATION

#### COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Compulsory Briefing Session

Date: 2022-11-25

Time: 09H30AM

Venue: MAINTENANCE SECTION (L.R.H.)

QUOTES CAN BE COLLECTED FROM: DOWNLOAD FROM WEBSITE

QUOTES SHOULD BE DELIVERED TO: EMAIL/TENDER BOX 36MALCOLM RD,HOSPITAL PARK LADYSMITH

#### ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name: S.A. ZWANE

Email: ladysmith.quotation@kznhealth.gov.za

Contact Number: 036 - 638 0097

Finance Manager Name: Ms X.L. NTULL

Finance Manager Signature: \_\_\_\_\_

No late quotes will be considered



health

Department:

Health

PROVINCE OF KWAZULU-NATAL

LSH 1559 / 22 / 23

## LADYSMITH REGIONAL HOSPITAL

SUPPLY AND INSTALL NEW BMS SYSTEM IN MAINTENANCE & PLANT ROOMS

Closing Date & Time : 29 November 2022 @ 11h00am  
Contract Period : 04 WEEKS  
Site Briefing Date : 25 November 2022 @ 09h30am IN  
Venue : Maintenance Section (LRH)  
Contact Person : S.A. ZWANE  
Technical Person : A. SOOKHAYEE (036-638 0267)  
Contact Telephone : 036 638 0097  
Number

DOCUMENTS DELIVERED BY HAND MUST BE DEPOSITED IN THE QUOTATION BOX SITUATED IN:

36 MALCOM ROAD  
LADYSMITH  
3370

THE QUOTATION BOX IS AVAILABLE ON THE FOLLOWING DAYS AND TIMES: MONDAYS TO FRIDAYS 07:30 - 16:00

DOCUMENTS POSTED SHALL BE ADDRESSED TO:

LADYSMITH REGIONAL HOSPITAL  
PRIVATE BAG X 9928  
LADYSMITH, 3370

NAME OF TENDERER: \_\_\_\_\_

CENTRAL SUPPLIER DATABASE REGISTRATION NO.: \_\_\_\_\_

CENTRAL SUPPLIER DATABASE REGISTRATION CLASSIFICATION :( Tick (✓) applicable block)

VALIDATED SUPPLIER

CENTRAL SUPPLIER  
DATABASE:





## **REQUIREMENTS FOR CONTRACTOR**

1. To provide proof of work done at other institutions
2. Contractor to have qualified artisan to work on plant and  
Must be able to produce proof of qualification if required
3. .SPECIALIZED COMPANY THAT WORKS OR INSTALLS BMS SYSTEM
4. Correct PPE must be worn on site and required tools to do the job
5. IF CONTRACTOR doesn't comply with the above mentioned requirements,  
he or she will be disqualified or (will not be considered for the contract / job)
6. Contractor to start work on site within 7 days of receiving order no, or order  
will be cancelled

**PROVINCE OF KWAZULU-NATAL  
DEPARTMENT OF HEALTH  
LADYSMITH REGIONAL HOSPITAL  
EMERGENCY REPAIRS TO BMS SEWER IN MAINTENANCE**

|  |  |                       |  |
|--|--|-----------------------|--|
| <b>NAME OF BUSINESS / DETAILS OF TENDERER:</b> |  |                       |  |
| COMPANY NAME:                                  |  |                       |  |
| POSTAL ADDRESS:                                |  |                       |  |
| STREET ADDRESS                                 |  |                       |  |
| PHONE NO                                       |  | FAX NO.:              |  |
| <b>OFFICIAL STAMP OF BUSINESS</b>              |  |                       |  |
|  |  |                       |  |
| SIGNATURE OF TENDERER:                         |  | SIGNATURE OF WITNESS: |  |
| CAPACITY (RANK) IN BUSINESS                    |  | DATE:                 |  |
| EMERGENCY REPAIRS TO BMS SEWER IN MAINTENANCE  |  |                       |  |

|   |                              |                        |            |
|---|------------------------------|------------------------|------------|
| <b>QUOTATION NUMBER</b>   | <b>CLOSING DATE AND TIME</b> | <b>VALIDITY PERIOD</b> |            |
|   | @ 11H00                      | 60 DAYS                |            |
| Contract Period: EIGHT WEEKS  |                              |                        |            |
| <b>QUOTATION AMOUNT/ PRICE INFORMATION</b>                                      |                              |                        |            |
|   |                              | NETT PRICE             | R          |
|   |                              | VAT @ 14%              | R          |
|   |                              | TOTAL QUOTATION PRICE  | R          |
| <b>DOES THE OFFER COMPLY WITH SPECIFICATION? (Mark with an X)</b>               |                              | YES                    | NO         |
| IF NOT, FURNISH DETAILS   |                              |                        |            |
| <b>TO BE COMPLETED IN RESPECT OF SUPPLIES / EQUIPMENT</b>                       |                              |                        |            |
| BRAND NAME OF ARTICLE   |                              |                        |            |
| COUNTRY OF MANUFACTURE  |                              |                        |            |
| DOES ARTICLE CONFORM TO SABS SPECIFICATION?                                     |                              |                        |            |
| HAS IT BEEN INSPECTED BY THE SABS?  |                              |                        |            |
| PACKING   |                              |                        |            |
| DELIVERY PERIOD AFTER INITIAL ORDER?  |                              |                        |            |
| <b>TENDERERS TO NOTE:</b>   |                              |                        |            |
| RATES OF EXCHANGE – PLEASE REFER TO PARAGRAPH 15, SPECIAL TERMS AND CONDITIONS. |                              |                        |            |
| <b>DETAILS OF HOSPITAL / INSTITUTION</b>  |                              |                        |            |
| LADYSMITH PROVINCIAL HOSPITAL<br>PRIVATE BAG X9928<br>LADYSMITH<br>3370         |                              |                        |            |
| ENQUIRIES:  | MR. ZMA GULIWE               | TELEPHONE:             | 0736479559 |

PROVINCE OF KWAZULU-NATAL  
DEPARTMENT OF HEALTH  
LADYSMITH REGIONAL HOSPITAL  
EMERGENCY REPAIRS TO BMS SEVER IN MAINTENANCE

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

YES

NO

7. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

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

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

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

\_\_\_\_\_  
SIGNATURE OF TENDERER OR DULY  
AUTHORISED REPRESENTATIVE

\_\_\_\_\_  
NAME IN BLOCK LETTERS

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

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

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

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

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

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

CELLULAR PHONE NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

PROVINCE OF KWAZULU-NATAL  
DEPARTMENT OF HEALTH  
LADYSMITH REGIONAL HOSPITAL  
EMERGENCY REPAIRS TO BMS SEWER IN MAINTENANCE

**DECLARATION TO BE MADE BY TENDERER**

(This form is to be detached and submitted to the SARS for issuing of a Tax Clearance Certificate)

**SOUTH AFRICAN REVENUE SERVICE**

**DECLARATION OF GOOD STANDING REGARDING TAX**

**PARTICULARS**

|  |  |
|--|--|
| 1. NAME OF TAXPAYER/TENDERER:                                  |  |
| 2. TRADE NAME  |  |
| 3. IDENTIFICATION NO:<br><i>(if applicable)</i>                |  |
| 4. COMPANY/CLOSE CORPORATION<br>REGISTRATION NO:               |  |
| 5. INCOME TAX REFERENCE NO:                                    |  |
| 6. VAT REGISTRATION NO:  |  |
| 7. PAYE EMPLOYER'S REGISTRATION NO:                            |  |
| 8. PAYE EMPLOYER'S REGISTRATION NO :<br><i>(if applicable)</i> |  |
| NAME :   |  |
| TELEPHONE NUMBER :   |  |
| ADDRESS :  |  |
| DATE :   |  |



PROVINCE OF KWAZULU-NATAL  
DEPARTMENT OF HEALTH  
LADYSMITH REGIONAL HOSPITAL  
EMERGENCY REPAIRS TO BMS SEVER IN MAINTENANCE

**DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the Province, or persons who act on behalf of the Province or persons having a kinship with persons employed by the Province, including a blood relationship, may make an offer or offers in terms of this quotation invitation. In view of the possible allegations of favouritism, should the resulting quotation, or part thereof, be awarded to persons employed by the Province, or to persons who act on behalf of the Province, or to persons connected with or related to them, it is required that the TENDERER or his/her/their authorized representative shall declare his/her/their position vis-B-vis the evaluating authority and/or take an oath declaring his/her/their interest, where

- 1.1 the tenderer is employed by the Province or acts on behalf of the Province; and/or
- 1.2 the legal person on whose behalf the quotation document is signed, has a relationship with a person/persons who are involved with the evaluation of the quotation(s), or where it is known that such a relationship exists between the person or persons for whom or on whose behalf the declarant acts and persons who are involved with the evaluation of the quotation.

IN ORDER TO GIVE EFFECT TO THE ABOVE, THE FOLLOWING QUESTIONNAIRE SHALL BE COMPLETED AND SUBMITTED WITH THE QUOTATION:

2. Are you or any person connected with the quotation employed by the Province?  YES  NO

2.1 If "YES", state particulars : .....

3. Do you or any person connected with the quotation, have a relationship (family, friend, other) with a person employed by the Province, concerned with the Central Procurement Committee or the Procurement Administration Office and who may be involved with the evaluation or adjudication of this quotation?

YES  NO

3.1 If "YES", state particulars : .....

5. Are you or any person connected with the quotation aware of any relationship (family, friend, other) between another tenderer and any person employed by the Province, concerned with the Central Procurement Committee or the Procurement Administration Office, who may be involved with the evaluation or adjudication of this quotation?  YES  NO

4.1 If "YES", state particulars : .....

.....  
SIGNATURE OF DECLARANT

.....  
QUOTATION NUMBER

.....  
DATE

.....  
POSITION OF DECLARANT

.....  
NAME OF TENDERER



PROVINCE OF KWAZULU-NATAL  
DEPARTMENT OF HEALTH  
LADYSMITH REGIONAL HOSPITAL  
EMERGENCY REPAIRS TO BMS SEVER IN MAINTENANCE

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TECHNICAL SPECIFICATIONS

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.

3. SCOPE OF WORKS.

The work to be carried out under this contract includes the supply of all materials, equipment, labour and

travelling and shall include emergency repairs to BMS SERVER in Maintenance at LADYSMITH REGIONAL HOSPITAL indicated in the heading and bill of quantities in the Ladysmith Regional Hospital required and to the Satisfaction of the Secretary for Health: KwaZulu-Natal.

**The work comprises of:**

- Contractor to assess and repair BMS SEVER in Maintenance
- The Contractor to supply all spares required to repair this BMS
- Contractor to service the function of controls in plant rooms connected to BMS
- BMS should be left working 100%
- Leave site tidy and clean
- All work must be completed to the standards and to the preambles of to all trades accepted by the Chief Artisan and institutional representative

| Item | DESCRIPTION<br>CONTRACTOR TO ASSESS TO REPAIR OR REPLACE<br>BMS SEWER SYSTEM IN MAINTENANCE DEPT AND<br>PLANT ROOMS | UNIT | QTY | RATE/ UNIT |  | TOTAL |  |
|------|---|------|-----|------------|--|-------|--|
|      |   |      |     |            |  |       |  |
| 1    |   |      |     |            |  |       |  |
| 2    |   |      |     |            |  |       |  |
| 3    |   |      |     |            |  |       |  |
| 4    |   |      |     |            |  |       |  |
| 5    |   |      |     |            |  |       |  |
| 6    |   |      |     |            |  |       |  |
| 7    |   |      |     |            |  |       |  |
| 8    |   |      |     |            |  |       |  |
| 9    |   |      |     |            |  |       |  |
| 10   |   |      |     |            |  |       |  |
| 11   |   |      |     |            |  |       |  |
| 12   |   |      |     |            |  |       |  |

|    |  |  |  |  |  |  |  |
|----|--|--|--|--|--|--|--|
| 13 |  |  |  |  |  |  |  |
| 14 |  |  |  |  |  |  |  |
| 15 |  |  |  |  |  |  |  |



## 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 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 80/20 points system, 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 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 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 fulfill 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 three months of close of quote the institution reserves the right to dispose of them at their discretion.
- 6.2. **Samples must be made available when requested in writing or if stipulated on the document.**
  - (i) If a Bidder fails to provide a sample of their product on offer for scrutiny against the set specification when requested, their offer will be rejected. All testing will be for the account of the bidder.

**7. COMPULSORY SITE INSPECTION / BRIEFING SESSION**

7.1. Bidders who fail to attend the compulsory meeting will be disqualified from the evaluation process.

- (i) The institution has determined that a compulsory site meeting  YES take place
- (ii) Date 25 / 11 / 2022 Time 09 : 30AM Place MAINTENANCE SECTION (L.R.H.)

|                    |  |
|--------------------|--|
| Institution Stamp: | Institution Site Inspection / briefing session Official<br><br>Full Name: .....<br><br>Signature: .....<br><br>Date: ..... |
|--------------------|--|

**8. STATEMENT OF SUPPLIES AND SERVICES**

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

**9. SUBMISSION AND COMPLETION OF SBD 6.1**

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

**10. TAX COMPLIANCE REQUIREMENTS**

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



## 11. TAX INVOICE

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

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

## 12. PATENT RIGHTS

The supplier shall indemnify the **KZN Department of Health** (hereafter known as the purchaser) against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

## 13. PENALTIES

- 13.1. If at any time during the contract period, the service provider is unable to perform in a timely manner, the service provider must notify the institution in writing/email of the cause of and the duration of the delay. Upon receipt of the notification, the institution should evaluate the circumstances and, if deemed necessary, the institution may extend the service provider's time for performance.
- 13.2. In the event of delayed performance that extends beyond the delivery period, the institution is entitled to purchase commodities of a similar quantity and quality as a substitution for the outstanding commodities, without terminating the contract, as well as return commodities delivered at a later stage at the service provider's expense.
- 13.3. Alternatively, the institution may elect to terminate the contract and procure the necessary commodities in order to complete the contract. In the event that the contract is terminated the institution may claim damages from the service provider in the form of a penalty. The service provider's performance should be captured on the service provider database in order to determine whether or not the service provider should be awarded any contracts in the future.
- 13.4. If the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance.

## 14. TERMINATION FOR DEFAULT

- 14.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (i) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract,
  - (ii) if the supplier fails to perform any other obligation(s) under the contract; or
  - (iii) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 14.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services.
- 14.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

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

**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**  
(applicable box)

(Tick

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

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

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)

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

iv) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

| Designated Group: An EME or QSE which is at last 51% owned by:    | EME<br>√ | QSE<br>√ |
|---|----------|----------|
| 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> |
|---|



**COMPLAINTS PROCESS FOR QUOTATIONS R2 000.00 TO R500 000.00 INCLUDING V.A.T**

**1. Supplier Submits Written Complaint / Objection**

- Bidders aggrieved by decisions or actions taken by the Department or Institution during the SCM procurement process, must lodge a written complaint **immediately**.
- Complaints lodged two (2) or more days after the award will not be entertained.
- Complaints must be directed to the Responsibility Manager of the institution (Hospital or CHC) and District Finance Manager for District Offices.
- **It must be noted that this is not an appeals process and as such will not halt the procurement process.**

**2. Institution Prepares Written Response to Complaint**

- The Responsibility Manager, or his appointee, must prepare a response letter to the complainant.
- The complaint must be resolved within **60 days**.
- Should the complainant not be satisfied with the response, the matter will be referred to the District Finance Manager (applicable to all Hospitals and CHC) or District Manager (Applicable to all District Offices) for a final verdict.
- Should the complainant still not be satisfied with the response received, they may then seek legal recourse at their own expense.

Complaints or objections should be directed to:

Responsibility Manager:

Acting CEO: Dr. M. Pule

Email Address:

mokhethi.pule@kznhealth.gov.za