



# KZN Health Intranet

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## AdvertQuote



## Quotation Advert

**Opening Date:** 2022-11-14

**Closing Date:** 2022-11-18

**Closing Time:** 11:00

### INSTITUTION DETAILS

**Institution Name:** St Andrews hospital

**Province:** KwaZulu-Natal

**Department or Entity:** Department of Health

**Division or section:** Central Supply Chain Management

**Place where goods / services is required** ST ANDREWS HOSPITAL

**Date Submitted** 2022-12-14

### ITEM CATEGORY AND DETAILS

**Quotation Number:** ZNQ:  
SAH:305/22/23

**Item Category:** Services

**Item Description:** PEST CONTROL

### Quantity (if supplies)

### COMPULSORY BRIEFING SESSION / SITE VISIT

**Select Type:** Select...

**Date :**

**Time:**

**Venue:**

**QUOTES CAN BE COLLECTED FROM:** WEBSITE

**QUOTES SHOULD BE DELIVERED TO:** DEPOSIT IN THE TENDER BOX SITUATED IN THE MAIN SECURITY GATE OR EMAIL:Standrews.Quotations@kznhealth.gov.za

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

**Name:** MR N MBUTHUMA

**Email:** Standrews.Quotations@kznhealth.gov.za

**Contact Number:** 039 433 1955

**Finance Manager Name:** MR NI MDINGI

**Finance Manager Signature:**

No late quotes will be considered









**KWAZULU-NATAL PROVINCE**

HEALTH  
REPUBLIC OF SOUTH AFRICA

**DIRECTORATE: ST ANDREWS HOSPITAL**

Supply Chain Department

Private Bag x1010 Harding 4680  
Tel: 039 433 1955 Fax: 039 433 2415  
Email: Nkosindiphile.mdingi@kznhealth.gov.za  
[www.kznhealth.gov.za](http://www.kznhealth.gov.za)

**BRIEF/TERMS/ REFERENCE/SPECIFICATION FOR  
PEST CONTROL & FUMIGATION SERVICE**

**1. WARDS / DEPARTMENTS / AREAS/ CLINICS**

This Pest Control Service Contract is for the eradication and control of all pest and vermin (rats, mice, cockroaches, bird lice, all types of ants, moth larvae, fish moths etc.) at St Andrews hospital and various Clinics under control of the KwaZulu-Natal Department of Health.

This Service Contract does not cover the eradication of termites (white ants) or bees.

Should an exceptional situation arise where the institution requires the eradication or treatment of termites or bees, a separate quotation based on the travelling and hourly rates as indicated in the price schedule will be called for.

**2. RE-INFESTATION**

If, in between each six weekly service, re-infestation of any type of pest becomes apparent, the contractor will be required to provide an immediate re-service in the specified infested area at no cost to, and to the complete satisfaction of the administration.

**3. SERVICE PROCEDURE**

No servicing is to be carried out before the contractor has made prior arrangements for a service date with the officer in charge of the institutional systems division.

Such service date arrangement shall be made at least **seven (7) days** prior to the actual proposed service date.

On arrival at the institution on the date of service, the contractor will be required to report to the office of the systems manager or delegated officials office to sign into the contracts register before any servicing takes place. On completion of the service procedure, the contractor will once again be required to report to the systems manager's office or delegated officials office to sign out of the contractors register.

**4. GENERAL SERVICING PROCEDURES**

4.1 Only competent and trained persons are to handle Insecticides/ Pesticides.

4.2 Every room or enclosure in the wards or departments is to be treated with baits, Insecticides and pesticides as per SABS codes of practice.

4.3 All equipment used should abide by the Occupational Health and Safety Act 85 of 1993.

4.4 Provision must also be made for the application of a chemical gel in strategic areas of each ward or department after chemical spray.

4.5 All built in cupboards shall be internally sprayed and gel treated.

4.6 All storage rooms such as kit rooms, surgical storage rooms etc, are to be treated with spray and gel.

4.7 All plant rooms and basement areas are to be spray treated and rodent bait treated.

4.8 All free standing out-buildings shall be spray treated as per specifications.

4.9 All sewerage and storm water manholes are to be opened and spray treated at each service.

4.10 All down pipes areas, water pipes, ducting pipes

4.11 Refrigerator motors, Vending machines and skirting boards

4.12 Fire hose reels

4.13 Patient lockers

4.11 The surrounds of every open type waste water gulley shall be spray treated at each service.



2 The outside walls of every building or structure where the walls reach ground level throughout the complex must be spray treated at each service.

4.13 The edges of all concrete walkways within enclosed passages shall be spray treated at each service.

**NOTE: THE CONTRACTOR IS TO BE IN POSSESSION OF HIS OWN TOOLS AND EQUIPMENT TO OPEN SEWERAGE AND STORM WATER MANHOLES**

**5. PREFERRED METHODS OF TREATMENT**

*Cockroaches* –Gel Bait eg. Contamination Risk Area’s. Areas with frequent wash-down, Electronic of lab equipment.

Dusting Powder eg. Fridge Motors. Sprays with a low odour in selected areas.

*Rodents* –Grain Bait, Wax bait Blocks:

Dusting powder where area is generally not openly accessible.

Grain Bait and some spray for ants.

**Or any other chemicals that are recognized by the department of agriculture.**

Spray of fog for biting insects only when required.

Cupboards, Duct Doors, Kitchen Units, Bedside Lockers, Shelves and Staff Personal Lockers.

Cracks and Crevices and Drawers must be treated in the hospital.

**6. BAIT STATIONS (ONLY APPLICABLE TO ST ANDREWS HOSPITAL)**

6.1 Awarded service provider will be required to service bait stations co-currently with servicing and fumigation of pest control.

**7. Removal of bees when required with smog or smoke simulant that does not hinder staff or make bees dangerous to staff and visitors. Kindly complete schedule below:**

7.1 Cost per kilometer from base to hospital or clinic in case of callout for exceptional requests (excluding VAT) R \_\_\_\_\_

7.2 Hourly labour rate for pest control technician including rate for an assistant in case of call out for exceptional requests (excluding VAT) R \_\_\_\_\_

NB: The above two prices do not form part of the service price).

7.3 Price per each six (6) weekly service as per the specifications (excluding VAT)

R \_\_\_\_\_

7.4 Price per each rat bait station (tamper proof) installed or mounted against the wall including six weekly service of each for the entire contract (excluding vat) R \_\_\_\_\_

7.5 Total contract price for services during the contract period of twenty four (24) months (excluding VAT)

R \_\_\_\_\_

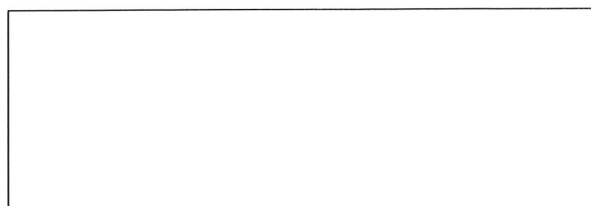
**NOTE:** THE PRICE FOR EACH SERVICE SHALL INCLUDE ALL TRAVELLING AND LABOUR COSTS FOR THE SERVICE TECHNICIAN AND ALL ASSISTANTS TO CARRY OUT THE SERVICE AS PER THE SPECIFICATIONS.

Bidders` Name: \_\_\_\_\_

**Company`s` Stamp**

Bidders` signature: \_\_\_\_\_

Date: \_\_\_\_\_



**ST ANDREWS HOSPITAL**

**ST. ANDREWS HOSPITAL**  
**EVALUATION CRITERIA**

All proposals received shall be evaluated on the following statutory requirements:

1. Registration on the **NEW KZN Suppliers Database**, (attach a copy).
  - A supplier who is not registered on the provincial supplier database cannot enter into contract with the Department to render any services.
2. Good standing with SARS
  - A supplier who does not submit a copy of **valid Tax Clearance Certificate** with his/her offer, cannot be awarded a quotation or bid, as his/her tax matters may not be in order.
3. A certified copy of the **Company`s Registration Certificate** issued by Pest Control Services Industries Board (**PCSIB**) or South African Pest Control Association (**SAPCA**).
  - Bidders have an obligation to submit proof that they are in compliance with required legislated professional bodies. Non -compliance with any relevant statutory requirements in terms of the bid / quotation eliminates the bidder from further consideration.
4. Bidders not to reflect on the restricted suppliers` database
  - In the event that a preferred bidder is reflected as a defaulter /restricted, the bidders may be passed over.
5. Declaration of interest





## ST ANDREWS HOSPITAL PEST CONTROL CHECKLIST

Contractor to be accompanied by one delegate in each dept. to ensure that all areas are done correctly before signing on the checklist.

DATE: \_\_\_\_\_

TIME STARTED: \_\_\_\_\_

N <sup>o</sup>	<u>DEPARTMENT</u>	<u>DEPT SIGNATURE</u>	<u>TIME</u>	<u>CONTRACTOR SIGN</u>
1.	A-WARD (all wards)			
2.	B-WARD (all wards)			
3.	C-WARD (all wards)			
4.	D-WARD (all wards)			
5.	E-WARD (all wards)			
6.	OPERATING THEATRE(all sections)			
7.	FOOD SERVICES			
8.	SWITCHBOARD			
9.	REGISTRY			
10.	NURING MANAGER'S OFFICE			
11.	BOARDROOM			
12.	BUYING AND BUD & EXP OFFICES			
13.	FINANCE MANAGER'S OFFICE			
14.	CEO'S OFFICE			
15.	MEDICAL MANAGER' OFFICE			
16.	ADMIN KITCHEN			
17.	ADMIN REST ROOM			
18.	CEO'S SECRETORY			
19.	M & E OFFICE			
20.	SYSTEMS MANAGER'OFFICE			
21.	MATRON'S OFFICE			
22.	PHYSIOTHERAPY			
23.	PHARMACY			
24.	OPD(all consulting rooms/sections)			
25.	CASUALTY			
26.	RADIOLOGY (X-RAY)			
27.	SOCIAL SERVICES			
28.	CRISIS CENTRE			
29.	MORTUARY			
30.	OCCUPATIONAL THERAPY			
31.	DIETITIAN			
32.	AUDIOLOGY			
33.	SPEECH THERAPY			
34.	STAFF CLINIC			
35.	SIMUNYE CLINIC			
36.	GATEWAY CLINIC			
37.	SECURITY OFFICE			
38.	TRANSPORT OFFICE			
39.	WORK SHOP BUILDING			
40.	LAUNDRY			
41.	TRAINING CENTRE			
42.	LABORATORY BLOCK (all offices)			
43.	INFOMATICS			
44.	WASTE MANAGER OFFICE & SSMO			
45.	HUMAN RESOURCES (all offices)			
46.	TOP GATE GUARD ROOM			
47.	BOTTOM GATE GUARDROOM			



<u>N°</u>	<u>DEPARTMENT</u>	<u>DEPT SIGNATURE</u>	<u>TIME</u>	<u>CONTRACTOR SIGN</u>
48.	TRAINING CENTER			
49.	OTHER AREA(specify)			
50.	PUBLIC RELATIONS OFFICE			
51.	REVENUE OFFICE			
52.	PATIENT ADMIN			
53.	EYE CLINIC			
54.	DENTAL CLINIC			
55.	SUPPLY CHAIN (receiving)			
56.	SUPLY CHAIN (procurement)			
57.	STAFF RESIDENCE: ROOMS A101 TO A110			
58.	: ROOMS B101 TO B110			
59.	: ROOMS A201 TO A210			
60.	: ROOMS A301 TO A310			
61.	: ROOMS B201 TO B210			
62.	: ROOMS B301 TO B310			
63.	: ROOMS C201 TO C210			
64.	: ROOMS C301 TO C310			
65.	: ROOMS D201 TO D211			
66.	: ROOMS D301 TO D310			
67.	: FLATS E101 TO E104			
68.	: FLATS D101 TO D105			
69.	: FLATS F101 TO F103			
70.	: FLAT A101			
71.	: DOME 1			
72.	: DOME 2			
73.	: IDAHO			
74.	: MISSISSIPPI 1			
75.	: MISSISSIPPI 2			
76.	: KENSINGTON 1			
77.	: KENSINGTON 2			
78.	: KENSINGTON 3			
79.	: MANHATTAN			
80.	: PRINCETON			
81.	: PROTEA 1			
82.	: PROTEA 2			
83.	: PROTEA 3			
84.	: VILLAGE GREEN			
85.	: WAKEFIELD			
86.	: PARKHOME 1			
87.	: PARKHOME 2			
88.	: PARKHOME 3			
89.	: UBUNTU			
90.				

Main holes and drains outside building----- Representative from maintenance

TIME COMPLETED: \_\_\_\_\_

SERVICEMAN NAME: \_\_\_\_\_

SIGN: \_\_\_\_\_

OFFICIAL NAME: \_\_\_\_\_

SIGN: \_\_\_\_\_



DEPARTMENT OF HEALTH (ST. ANDREWS HOSPITAL AND ALL ATTACHED CLINICS,  
NURSES HOMES AND COTTAGES)

PEST CONTROL SPECIFICATION

**Specifications:** Only offers that meets the specification or is better than the specification  
in all aspects as stipulated in the quotation document shall be considered.

**1. SCOPE OF SERVICE:** Pest Control and Fumigation at hospital, clinics nurse's homes and attached cottages.

Contract is for eradication and control of all pest and vermin (rats, mice, bird lice all types of ants moth larvae, fish moths, cockroaches, spiders, mosquito nests etc.) in the entire hospital, clinics as well as sewerage systems and drains and man holes

Cleaning of all rat traps and bait stations while also leaving bait

**2. PREFERRED METHODS OF TREATMENT**

*Cockroaches* –Gel Bait eg. Contamination Risk Area's. Areas with frequent washdown, Electronic of lab equipment.

Dusting Powder eg. Fridge Motors. Sprays with a low odour in selected areas.

*Rodents* –Grain Bait, Wax bait Blocks.

Chemical used are to be of low odour and should not affect the staff and visitors

Dusting powder where area is generally not openly accessible.

Grain Bait and some spray for ants

**Removal of bees when required with smog or smoke simulant that does not hinder staff or make bees dangerous to staff and visitors.**

**Removal of snakes when required**

**Or**

any other chemicals that are recognized by the department of agriculture.

Spray of fog for biting insects only when required.

Cupboards, Duct Doors, Kitchen Units, Bedside Lockers, Shelves and Staff Personal Lockers.

Cracks and Crevices and Drawers must be treated in the hospital.



### **3. GENERAL SERVICING PROCEDURES**

1. All servicing must be carried out during normal working hours and with the least convenience to the ward or departments and also night inspection shall be carried out on quarterly basis.
2. No servicing must be carried out until the successful tenderer has reported to the system manager and infection control practitioner/ health and safety officer and received from him /her detailed schedule of all the wards /departments to be serviced.
3. Provide all clinics and departments with a yearly pest control schedule that has dates, months and contact details
4. A list of all chemicals used must be given to IPC AND SYSTEMS manager before work
5. This schedule must be signed by the person in charge of the ward / department after servicing has been satisfactorily completed.
6. On completion of the service, the service schedule shall be returned to the officer in charge.
7. The tenderer is to give at least 7 days notice to the officer in charge of infection control before each service or an annual service schedule must be forwarded.
8. The service must be carried out to all areas as specified every four weeks / monthly
9. The contractor shall ensure that Pest Control Operators are trained to a standard acceptable to the hospital.
10. The contractor should be a member of the Pest Control Association.
11. The contractor must have a Public Liability Cover not less than three million rand.
12. The contractor shall ensure that pesticides used must comply with the fertilizers, Farm Feeds, Agricultural Remedies and Remedies Act (Act 36 of 1947).
13. An msds( safety data sheet) should be issued by the contractor to all clinics , wards and any other building at st Andrews hospital
14. All application; storage and handling must be in accordance with S.A.B.S codes of practice.
15. Once every three months the senior representative for the company shall have a formal discussion with the centre manager.
16. Minutes of the meeting shall be kept by the Systems Manager for record purposes (building a case history on the contract) and a copy to Head Office Logistics Section for filing or possible further action.

### **4. RE-INFESTATION**

1. If, in between each four weekly service, re- infestation of any type of pest becomes apparent, the contractor will be required to provide an immediate re-service in the specified infested area at no cost to, and to the complete satisfaction of the administration NB if the specified areas and clinics have a problem of bees, snakes,spiders,flies, ants , rats, mice cane rats and any other insects the contractor will be called to eradicate these at no extra costs to the hospital and attached clinics

**EVALUATION CRITERIA**

All quotations for the pest control service contract shall be evaluated on the following:

1. A certified copy of the **Company's Registration Certificate** issued by the **Pest Control Services Industries Board (PCSIB)** or an accredited organization;
2. A certified copy of the **Technicians' Certificate** issued by the **Department of Agriculture**.
3. **Material Safety Data Sheets** on all chemicals being used on site to accompany Tender.
4. Registration on the **KZN Suppliers Database**.
5. An original valid **SARS Tax Clearance Certificate**.
6. Correctness of Information: All information required in the quotation document must be accurate and duly completed including all the appropriate signatures. This includes the completion of documentation where required and the submission of required / requested documentation, e.g. **ZNT 30** document, etc.
7. The service provider is required to submit proof that he / she has the required capacity to provide the above service as per requirements of the service provider above (current registration with the National Department of Agriculture).

80:20 preference point system will be utilised as per the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) as follows:

❖ 20 points for the HDI goals as follows :

- Equity ownership for HDI :
  - Women – 2.5 points.
  - Disabled – 2.5 points.
  - Youth – 2.5 points.
- Black owned company, minimum of 40% equity ownership obtains 7.5 points.
- Black co-operatives with 100% black ownership 2.5 points.
- Entities with 100% Priority Population Group (PPG) equity ownership 2.5 points.

**NB Please indicate that you have read and understood this specification by signing, stamping and returning this document together with other documents.**

Name of Bidder: \_\_\_\_\_ Name of Witness: \_\_\_\_\_

Bidder's signature: \_\_\_\_\_ Witness signature: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**Official Business Stamp**





## SPECIAL CONTRACT CONDITIONS OF QUOTATIONS

### 1. AMENDMENT OF CONTRACT

- 1.1. Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties.

### 2. CHANGE OF ADDRESS

- 2.1. Bidders must advise the Department of Health (institution where the offer was submitted) should their address (*domicilium citandi et executandi*) details change from the time of bidding to the expiry of the contract.

### 3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

- 3.1. The 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 take place.
  - (ii) Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Time \_\_\_\_:\_\_\_\_ Place \_\_\_\_\_

Institution Stamp:	Institution Site Inspection / briefing session Official
	Full Name: .....
	Signature: .....
	Date: .....

#### 8. STATEMENT OF SUPPLIES AND SERVICES

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

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

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

#### 10. TAX COMPLIANCE REQUIREMENTS

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

## TAX INVOICE

10.3. 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;
- (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.

## 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 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:

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the quote, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a quote is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2. DEFINITIONS**

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **"prices"** includes all applicable taxes less all unconditional discounts;
- (h) **"proof of B-BBEE status level of contributor"** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

- P<sub>s</sub> = Points scored for price of bid under consideration
- P<sub>t</sub> = Price of bid under consideration
- P<sub>min</sub> = 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	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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)

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

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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Designated Group: An EME or QSE which is at least 51% owned by:	EME	QSE
Black people	√	√
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
.....

9.6 COMPANY CLASSIFICATION [TICK APPLICABLE BOX]

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

9.7 Total number of years the company/firm has been in business:.....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

WITNESSES	
1.	.....
2.	.....

..... SIGNATURE(S) OF BIDDERS(S)
DATE: .....
ADDRESS..... ..... .....