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HEALTH
REPUBLIC OF SOUTH AFRICA

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KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

Quotation Advert

Opening Date: 2022-10-13

Closing Date: 2022-10-27

Closing Time: 11:00



INSTITUTION DETAILS

Institution Name: Umzinyathi district office

Province: KwaZulu-Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required Dundee EMS DHQ

Date Submitted 2022-10-12



ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ:
UMZ 162/2022/23

Item Category: Goods

Item Description: Supply and Replace 2 Water Tanks and 1 Pump at District Office EMS DHQ
Requirement: Grade 01 SO



Quantity (if supplies) 03

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Compulsory Briefing Session

Date : 2022-10-20

Time: 12:00

Venue: EMS DHQ - Dundee



QUOTES CAN BE COLLECTED FROM: Quotes can be Downloaded from the Webmster

QUOTES SHOULD BE DELIVERED TO: uMzinyathi Health District Office

ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name: Khulekani Zondo

Email: khulekani.zondo@kznhealth.gov.za

Contact Number: 034-2999 162

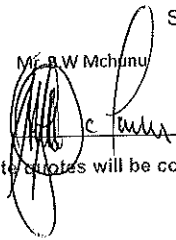
10/12/22, 12:25 PM

Supply Chain Management - AdvertQuote

Finance Manager Name:

Mr. B.W. Mchunu

Finance Manager Signature:



No late quotes will be considered



PROVINCE OF KWAZULU-NATAL

DEPARTMENT OF HEALTH

SUPPLY AND REPLACE WATER TANKS AND PUMP AT DISTRICT OFFICE EMS

ZNQ NO: UMZ 162-2022-23

Closing Date & Time : 27/10/2022 @ 11H00
Contract Period : 04 WEEKS
Validity Period : 60 Days
Technical Contact Person : MR. P MATHABELA
Contact Telephone Number : 083- 7466 193
On Site Inspection : 20/10/2022 @ 12:00hrs

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

THE TENDER-BOX
UMZINYATHI DISTRICT OFFICE
34 WILSON STREET,
DUNDEE

THE QUOTATION BOX IS AVAILABLE ON THE
FOLLOWING DAYS AND TIMES: MONDAYS TO
FRIDAYS 07h30 – 16h00

DOCUMENTS POSTED SHALL BE ADDRESSED TO:

SUPPLY CHAIN MANAGEMENT:
UMZINYATHI HEALTH DISTRICT OFFICE
PRIVATE BAG X2052
DUNDEE
3000

N.B.: THE QUOTATION BOX WILL BE CLEARED AT 1100Hrs ON THE DUE DATE.

Name of Tenderer _____

PROVINCIAL SUPPLIERS DATABASE REGISTRATION NO.: _____

PROVINCIAL SUPPLIERS DATABASE REGISTRATION CLASSIFICATION :(Tick (✓) applicable block)

VALIDATED SUPPLIER PROVISIONAL SUPPLIER:

NOTICE:

PROVISIONALLY REGISTERED COMPANIES:

LETTER TO BE ATTACHED FROM KWAZULU-NATAL PROVINCIAL TREASURY REFLECTING THE REASON(S) FOR NON ALLOCATION OF FULL REGISTRATION STATUS AND WHAT DOCUMENT(S) AND OR INFORMATION IS STILL OUTSTANDING.

OUTSTANDING DOCUMENTATION/ INFORMATION MUST ALSO ACCOMPANY THIS OFFER

QUALIFICATION FOR PREFERENCE POINTS:

NB: IN ORDER TO QUALIFY FOR PREFERENCE POINTS A TENDERER MUST SUBMIT TOGETHER WITH HIS/ HER/ ITS QUOTATION DOCUMENT, A FULLY COMPLETED ZNT 30 FORM (APPLICATION FOR PREFERENCE POINTS FORM) ON THE DUE DATE AND TIME OF QUOTATION, UNLESS A VALID ZNT 30 FORM IS ALREADY IN THE POSSESSION OF THE OFFICE INVITING THIS QUOTATION, WHICH ARE VALID FOR A PERIOD OF SIX MONTHS.

PROVINCE OF KWAZULU-NATAL

EMS DISTRICT OFFICE: SUPPLY AND INSTALL NEW PVC RAIN WATER TANK S AND BOOSTER PUP

DATE: 04 October 2022

ZNQ NO: UMZ 162/2022/23

Briefing meeting: 20/10/2022@12:00

Closing date: 27/10/2022

DEPARTMENT OF HEALTH

SUPPLY AND REPLACE WATER TANKS AND PUMP AT DISTRICT OFFICE EMS
ZNQ NO: UMZ 162-2022-23

PROJECT SPECIFICATIONS

1. NOTES TO TENDERERS

1.1. SCOPE OF CONTRACT

This Contract is for the complete execution of the project indicated above.

1.2. CONTRACT DRAWINGS

Drawing No: Nil

1.3. CONDITIONS OF CONTRACT AND PRELIMINARIES

1.3.1 PERIOD OF CONTRACT

04 Weeks as the Contract Period for the completion of the Structural Work from date of Site handover.

All Tenderers to Note that the Electrical/ Mechanical Work shall run concurrently with the Structural contract.

1.3.2 CONTRACT GUARANTEE:

The successful Tenderer will **NOT** be required to submit a contract guarantee.

1.3.3 GUARANTEE PERIOD

The guarantee period for the **Structural Work** and all materials must be for a minimum of **TWELVE(12) months** from the date of first delivery.

The guarantee period for **Electrical and Mechanical Installations** shall be for a minimum of **Twelve (12) 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 site of the existing Institution.

The Contractor is advised that the existing premises will be occupied throughout the period of the contract.

Damage to existing buildings - Tenderers to note that any damages done or occurring to any of the buildings will be repaired at the expense of the contractor/ Tenderer.

The repairs must be to the satisfaction of the KwaZulu- Natal Department of Health.

1.3.5 SATISFACTORY INSTALLATION

The whole of the installation 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, the South African Bureau of Standards Code of Practice for the Wiring of Premises 0142-1 and the Occupational Health and Safety Act 85 of 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.

1.3.6 CERTIFICATE OF COMPLIANCE – NIL

**PROVINCE OF KWAZULU-NATAL
DEPARTMENT OF HEALTH
SUPPLY AND REPLACE WATER TANKS AND PUMP AT DISTRICT OFFICE EMS
ZNQ NO: UMZ 162-2022-23**

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 and Labour to carry out to supply and install new PCV rain water tanks with auto booster pump

The work comprises of:

1. Supply and replace PVC rain water tanks with auto booster pump

NB: The District Office EMS will be operational at all times and the Contractor is to ensure that accessibility by the staff, ambulances and public is not obstructed in any way. The work site is to be cordoned off and kept neat and tidy at all times.

4. PERIOD OF CONTRACT

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

EMS DISTRICT OFFICE: SUPPLY AND INSTALL NEW PVC RAIN WATER TANK S AND BOOSTER PUP
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SUPPLY AND REPLACE WATER TANKS AND PUMP AT DISTRICT OFFICE EMS
ZNQ NO: UMZ 162-2022-23

SCHEDULE OF RATES

3.1 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 and read 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.

3.2 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).

3.3 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 labour, 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.

SCHEDULE OF RATES

EMS DISTRICT OFFICE: SUPPLY AND INSTALL NEW PVC RAIN WATER TANK S AND BOOSTER PUP
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WORK TO BE DONE AND SCHEDULE OF PRICES:

Item	DESCRIPTION	UNIT	QTY	RATE/ UNIT		TOTAL	
				R	c	R	c
	<p>NOTE: All rates for items contained in this Schedule of Prices must be computed excluding the applicable Sales Tax. The Administration reserves the right to Negotiate prices in the Bill of Quantities.</p>						
	<p><u>INSTITUTION: SUPPLY AND REPLACE WATER TANKS AND PUMP AT DISTRICT OFFICE EMS</u> <u>ZNQ NO: UMZ 162-2022-23</u></p> <p>All rates quoted shall be inclusive of transport, labour and profit. The Tenderer is advised that the buildings are Occupied.</p>						
	<p><u>PROPRIETARY ARTICLES:</u> All equipment and material used in this contract shall be that which is specified or other approved.</p>						
	<p>NOTE: Contractor is to ensure that all work is carried out in accordance with the pre-ambles to all trades.</p>						
1.	Supply and prepare to install 5000L PVC rain water tanks in the designated area, PVC rain water tanks to have electrical float switch connected on both tanks and over flow pipes to be connected on both tanks and none return valves to be connected on both line tanks	each	02				
2.	Supply and build 4mx2m rain water stand with common bricks, foundation to have a 5mm thick brick force bedding, brick force to be installed to each and every brick line course. Tank stand to have 02 chambers and those chambers to be filled and compacted with building sand. Strictly no concrete on top of the chamber.	each	01				
3.	Supply, install and connect auto booster pumps to operate for both tanks, booster pump to have a mild steel lockable cage with medium size pad locks with 03 spare keys	each	01				
	TOTAL						

EMS DISTRICT OFFICE: SUPPLY AND INSTALL NEW PVC RAIN WATER TANK S AND BOOSTER PUP
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 Closing date: 27/10/2022

COLLECTION SUMMARY

PROJECT DESCRIPTION:

SUPPLY AND REPLACE WATER TANKS AND PUMP AT DISTRICT OFFICE EMS
ZNQ NO: UMZ 162-2022-23

NOTE:

THIS COLLECTION SUMMARY MUST BE COMPLETED IN FULL BY THE CONTRACTOR AND RETURNED TOGETHER WITH THE QUOTATION FORM.

Collection Summary PS 1	R	
<u>SUB-TOTAL: CARRIED TO QUOTATION FORM</u>	R	

EMS DISTRICT OFFICE: SUPPLY AND INSTALL NEW PVC RAIN WATER TANK S AND BOOSTER PUP
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Closing date: 27/10/2022

IMPORTANT

THIS FORM IS ONLY TO BE INCLUDED AND COMPLETED WHEN APPLICABLE TO THE QUOTATION.

OFFICIAL BRIEFING SESSION / SITE INSPECTION CERTIFICATE

Site/building/institution involved: **UMZINYATHI DISTRICT EMS**

Quotation No.: **ZNQ NO: UMZ 162-2022-23**

Service: **SUPPLY AND REPLACE WATER TANKS AND PUMP**

THIS IS TO CERTIFY THAT..... OF (STATE NAME OF TENDERER) VISITED AND INSPECTED THE SITE ON..... (DATE) AND IS THEREFORE FAMILIAR WITH THE CIRCUMSTANCES AND THE SCOPE OF THE SERVICE TO BE RENDERED.

.....
SIGNATURE OF TENDERER OR AUTHORISED REPRESENTATIVE

DATE :.....

.....
SIGNATURE OF DEPARTMENTAL REPRESENTATIVE

DEPARTMENTAL STAMP:

DATE :.....

EMS DISTRICT OFFICE: SUPPLY AND INSTALL NEW PVC RAIN WATER TANK S AND BOOSTER PUP
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SECTION K

SCHEDULE OF VARIATIONS FROM GOODS OR SERVICES INFORMATION

Should the Tenderer wish to make any departure from or modifications in the Special Conditions of Contract, Specifications, Schedule list of Prices/ Quantities/ Drawings or to qualify the quotation in any way, he/she shall indicate the proposals clearly hereunder or alternatively make photocopies of the original quotation documentation.

SECTION	PAGE	VARIATION: CLAUSE OR ITEM

SIGNATURE OF TENDERER:

DATE:

SCHEDULE OF REFERENCES

References of previous work completed for the department of health or other to be listed below.

PLACE WORK WAS DONE	CONTACT PERSON	JOB COMPLETED

SIGNATURE OF TENDERER:

DATE:

IMPORTANT
THIS FORM IS ONLY TO BE INCLUDED AND COMPLETED WHEN APPLICABLE TO THE

EMS DISTRICT OFFICE: SUPPLY AND INSTALL NEW PVC RAIN WATER TANK S AND BOOSTER PUP
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QUOTATION.

QUESTIONNAIRE

REPLIES

1. Are the prices/rates quoted firm? _____
2. Is the delivery period stated firm? _____
3. How will delivery be affected? _____
4. Is the equipment guaranteed for a minimum period of six months? _____
5. Are you the accredited agents in the RSA for the manufacture/ supply of the goods offered by you? _____
6. What is the address in the RSA (preferably in the Province of KwaZulu-Natal) where a machine/ goods as offered by you can be inspected under working conditions? _____
7. What is the approximate value of spares carried in stock in the RSA for this particular make and model of machine? _____
8. Where are stock held? _____
9. What facilities exist for the servicing of the machine/goods offered? _____
10. Where are these facilities available? _____
11. What are the names and addresses of the factories where the goods will be manufactured and, if required, inspected? _____
12. Is a special import permit required? _____

SIGNATURE OF TENDERER

DATE

SUMMARY FOR QUOTATION OPENING PURPOSES ONLY

(To be completed by Tenderer)

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SUPPLY AND REPLACE WATER TANKS AND PUMP AT DISTRICT OFFICE EMS
ZNQ NO: UMZ 162-2022-23

PREFERENCE POINTS CLAIMED IN TERMS OF THE KWAZULU-NATAL PROCUREMENT REGULATION, 2001 (PREFERENCES ARE TO BE CLAIMED AS INDICATED IN THE GENERAL CONDITIONS AND PROCEDURES – ZNT6)

1. QUOTATION PRICE INCLUDING V.A.T. R _____

2. AMOUNT IN WORDS:

3. TIME FOR COMPLETION/ DELIVERY: 04 (Four weeks) _____

IMPORTANT
Mark appropriate block with "X"

4. HAVE ANY ALTERATIONS BEEN MADE?

YES	NO
-----	----

5. HAS AN ALTERNATIVE QUOTATION BEEN SUBMITTED?

YES	NO
-----	----

6. **IF APPLICABLE:** DID THE TENDERER ATTEND THE OFFICIAL BRIEFING SESSION/ COMPULSORY SITE INSPECTION?

YES	NO
-----	----

<hr/>	<hr/>	<hr/>
NAME OF COMPANY	SIGNATURE	DATE

EMS DISTRICT OFFICE: SUPPLY AND INSTALL NEW PVC RAIN WATER TANK S AND BOOSTER PUP
DATE: 04 October 2022
ZNQ NO: UMZ 162/2022/23
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GENERAL CONDITIONS OF CONTRACT

1. AMENDMENT OF CONTRACT

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

2. CHANGE OF ADDRESS

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

3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

- 3.1. The Department is under no obligation to accept the lowest or any quote.
- 3.2. The Department reserves the right to communicate in writing with vendors in cases where information is incomplete or where there are obscurities regarding technical aspects of the offer, to obtain confirmation of prices or preference claims in cases where it is evident that a typing, written, transfer or unit error has been made, to investigate the vendor's standing and ability to complete the supply/service satisfactorily.
- 3.3. **ALL DECISIONS TAKEN BY THE DEPARTMENT ARE FINAL, INCLUDING THE AWARD OR CANCELLATION OF THIS QUOTATION.**
- 3.4. The price quoted must include VAT (if VAT vendor).
- 3.5. Should a bidder become a VAT vendor after award or during the implementation of a contract, they may not request the VAT percentage from the Department as the service provider made an offer during the period they were not registered as a VAT vendor. The Department is only liable for any VAT from registered VAT vendors as originally stated on the quotation document.
- 3.6. The bidder must ensure the correctness & validity of the quotation:
- (i) *that the price(s), rate(s) & preference quoted cover all for the 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 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 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 27 / 10 / 2022 Time 12 : 00 Place District Office EMS

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.*

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:

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

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_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{min} = 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"/>
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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.

<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>
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