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## Quotation Advert

Opening Date: 2022-10-27

Closing Date: 2022-11-10

Closing Time: 11:00

## INSTITUTION DETAILS

Institution Name: Charles Johnson Memorial hospital

Province: KwaZulu-Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required: Charles Johnson Memorial Hospital

Date Submitted: 2022-10-27

## ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ:  
CJM00185/2022/2023

Item Category: Goods

Item Description: Replacement of a damaged perimeter fence at Nondweni clinic

Quantity (if supplies): N/a

## COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Compulsory Site Visit

Date: 2022-11-03

Time: 10H00

Venue: CJM Hospital Workshop

QUOTES CAN BE COLLECTED FROM: Must be downloaded from kzn Departmental website & bring along the document during site visit date.

QUOTES SHOULD BE DELIVERED TO: Charles Johnson Memorial Hospital, Lot 92 hlubi street, main road Nqutu 3135.

## ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

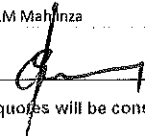
Name: M.J Sithole

Email: Mzothule.Sithole@kznhealth.gov.za

Contact Number: 034 271 6446/5

Finance Manager Name: E.M Mahinza

Finance Manager Signature:

  
 No late quotes will be considered

STANDARD QUOTE DOCUMENTATION OVER R30 000.00

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: CHARLES JOHNSON MEMORIAL HOSPITAL

DATE ADVERTISED: 27 OCTOBER 2022 CLOSING DATE: 10 NOVEMBER 2022 CLOSING TIME: 11:00

FACSIMILE NUMBER: 034-2711671 E-MAIL ADDRESS: Mzothule.Sithole@kznhealth.gov.za

PHYSICAL ADDRESS: LOT 92, HLUBI STREET MAIN ROAD, NQUTU 3135

QUOTE NUMBER: ZNQ / CJM / 00185 / 2022 - 2023

DESCRIPTION: REPLACEMENT OF A DAMAGED PERIMETER FENCE AT NONDWENI CLINIC.

CONTRACT PERIOD: ONCE OFF (if applicable) VALIDITY PERIOD 60 Days SARS PIN:

CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO. M A A A

UNIQUE REGISTRATION REFERENCE

DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS) CHARLES JOHNSON MEMORIAL HOSPITAL, TENDER BOX NEXT TO OPD GATE, LOT 92 HLUBI STREET MAIN ROAD NQUTU 3135

Bidders should ensure that quotes are delivered timeously to the correct address. If the quote is late, it will not be accepted for consideration.

The quote box is open from 08:00 to 15:30.

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

THIS QUOTE IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR QUOTE BEING DISQUALIFIED)

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE.....NUMBER..... FACSIMILE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER

E-MAIL ADDRESS

VAT REGISTRATION NUMBER (If VAT vendor)

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) YES NO [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

DESCRIPTION: REPLACEMENT OF A DAMAGED PERIMETER FENCE AT NONDWENI CLINIC.

SIGNATURE OF BIDDER ..... DATE.....  
 [By signing this document, I hereby agree to all terms and conditions]

CAPACITY UNDER WHICH THIS QUOTE IS SIGNED.....

Item No	Quantity	Description	Brand & model	Country of manufacture	Price	
					R	c
		REPLACEMENT OF A DAMAGED PERIMETER FENCE AT NONDWENI CLINIC				
		COMPANY SHOULD HAVE CIDB GRADING :GB				
		SITE VISIT :				
		DATE : 03 NOVEMBER 2022				
		TIME : 10 H00				
		PLACE : CJM WORKSHOP				
		NB = SPECIFICATION IS ATTACHED				
		NB=PENALTIES :IF THE SUPPLIER FAIL TO DELIVER ANY OR ALL GOODS OR TO PERFORM THE SERVICES WITHIN THE SPECIFIED PERIOD IN THE CONTRACT THE PURCHASER SHALL,WITHOUT PREJUDICE TO ITS REMEDIES UNDER THE CONTRACT DEDUCT FROM THE CONTRACT PRICE AS A PENALTY.				
VALUE ADDED TAX @ 15% (Only if VAT Vendor)						
TOTAL QUOTATION PRICE (VALIDITY PERIOD 60 Days)						

Does This Offer Comply With The Specification?	Does The Article Conform To The S.A.N.S. / S.A.B.S. Specification?
Is The Price Firm?	State Delivery Period, e.g., 1day, 1week

<p>Enquiries regarding the <u>quote</u> may be directed to:</p> <p>Contact Person: M.J SITHOLE ..... Tel: 034 271 6446/7 .....</p> <p>E-Mail Address: Mzothule.Sithole@kznhealth.gov.za .....</p>	<p>Enquiries regarding <u>technical information</u> may be directed to:</p> <p>Contact Person: ..... Tel: 034 271 6522 .....</p>
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**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

**2. BIDDER'S DECLARATION**

2.1. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State Institution

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

2.2.1. If so, furnish particulars: .....

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

2.3.1. If so, furnish particulars: .....

**3. DECLARATION**

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

- 3.1. I have read and I understand the contents of this disclosure;
- 3.2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6. There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

.....  
 Name of Bidder

.....  
 Signature

.....  
 Position

.....  
 Date

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

## GENERAL CONDITIONS OF CONTRACT

### 1. AMENDMENT OF CONTRACT

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

### 2. CHANGE OF ADDRESS

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

### 3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

- 3.1. The Department is under no obligation to accept the lowest or any quote.
- 3.2. The Department reserves the right to communicate in writing with vendors in cases where information is incomplete or where there are obscurities regarding technical aspects of the offer, to obtain confirmation of prices 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 \_\_\_\_/\_\_\_\_/\_\_\_\_ 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.*

## 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
<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)

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

YES		NO	
-----	--	----	--

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..... ..... .....



Institution name:

**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:

Email Address:



# PROVINCE OF KWAZULU-NATAL

## DEPARTMENT OF HEALTH

### REPLACEMENT OF A DAMAGED PERIMETER FENCE AT NONDWENI CLINIC

ZNQ NO: CJM00185/2022-23

Closing Date & Time : 10/11/2022 @ 11H00  
Contract Period : 02 WEEKS  
Validity Period : 60 Days  
Technical Contact Person : MR. M.W. Sithole  
Contact Telephone Number : 034 271 6410  
On Site Inspection : 03/11/2022 @ 10:00hrs

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

THE TENDER-BOX  
CJM HOSPITAL  
LOT 92 HLUBI STREET, MAIN ROAD  
NQUTHU , 3135

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:  
CJM HOSPITAL  
PRIVATE BAG X5503  
NQUTHU  
3135

**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  
DEPARTMENT OF HEALTH

**REPLACEMENT OF A DAMAGED PERIMETER FENCE AT NONDWENI CLINIC**

**ZNQ NO: CJM00185/2022-23**

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

**01 Week** 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

**REPLACEMENT OF A DAMAGED PERIMETER FENCE AT NONDWENI CLINIC**  
**ZNQ NO: CJM00185/2022-23**

**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 repairing of a damaged perimeter and palisade fence at CJMH

The work comprises of:

**3.1 Replacement of a damaged perimeter fence at Nondweni clinic**

**NB: The Facility will be operational at all times and the Contractor is to ensure that accessibility by the staff 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**

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

PROVINCE OF KWAZULU-NATAL  
DEPARTMENT OF HEALTH

**REPLACEMENT OF A DAMAGED PERIMETER FENCE AT NONDWENI CLINIC**  
**ZNQ NO: CJM00185/2022-23**

**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.



**PROVINCE OF KWAZULU-NATAL  
DEPARTMENT OF HEALTH**

**REPLACEMENT OF A DAMAGED PERIMETER FENCE AT NONDWENI CLINIC**  
**ZNQ NO: CJM00185/2022-23**

**SCHEDULE OF RATES**

**WORK TO BE DONE AND SCHEDULE OF PRICES:**

Item	DESCRIPTION	UNIT	QTY	RATE/ UNIT		TOTAL	
				R	c	R	c
	<b>NOTE:</b> All rates for items contained in this Schedule of Prices must be computed <b>excluding</b> the applicable Sales Tax. The Administration reserves the right to Negotiate prices in the Bill of Quantities.						
	<b><u>INSTITUTION: REPAIRING OF A DAMAGED PERIMETER FENCE AT NONDWENI CLINIC</u></b> <b><u>ZNQ NO: CJM00185/2022-23</u></b> All rates quoted shall be inclusive of transport, labour and profit. The Tenderer is advised that the buildings are Occupied.						
	<b><u>PROPRIETARY ARTICLES:</u></b> All equipment and material used in this contract shall be that which is specified or other approved.						
	<b>NOTE:</b> <b>Contractor is to ensure that all work is carried out in accordance with the pre-ambles to all trades.</b>						
<b>00</b>	<b>A provision of EPWP staff must be made available and Contractor to allow for the provision of Personal Protective Equipment (PPE) for his or her employees on the site.</b>						
<b>1.</b>	<b><u>Preparations for repairing a damaged perimeter fence:</u></b> Remove and replace damaged fencing at Nondweni clinic	Each	01				
	<b><u>General preparations:</u></b> 1.1 Remove and replace damaged mash wire(52 m x 2.2 m x 4 mm thick) Hot dip galvanized	Each	01				
	1.2 Pole (100 mm x 10.2 x mm thick) hot dip galvanized round pole	Each	02				
	1.3 Steeldrapers (Same as existing)						
	1.4 Coiled razor wire (Same as existing)						
<b>3.</b>	<b><u>Additional work:</u></b> 3.1. Dig and plant pole with anchors 3.2 Apply concrete mortar on the base of a fence same as existing	Each	01				
	<b>TOTAL</b>						

**CJMh:** Repairing of a damaged perimeter and palisade fence at CJMH  
DATE: 22 /07/ 2022  
ZNQ NO: MNT/2022-23  
Briefing meeting: @10:00  
Closing date: 2022

**COLLECTION SUMMARY**

**REPLACEMENT OF A DAMAGED PERIMETER FENCE AT NONDWENI CLINIC**  
**ZNQ NO: CJM00185/2022-23**

**NOTE:**

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

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

CJM: Repairing of a damaged perimeter and palisade fence at CJM  
DATE: 22 /07/ 2022  
ZNQ NO: MNT/2022-23  
Briefing meeting: @10:00  
Closing date: 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: **NONDWENI CLINIC**

Quotation No.: **ZNQ NO: CJM00185/2022-23**

Service: **REPLACEMENT OF A DAMAGED PERIMETER FENCE**

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** :.....

CJMH: Repairing of a damaged perimeter and palisade fence at CJMH  
DATE: 22 /07/ 2022  
ZNQ NO: MNT/2022-23  
Briefing meeting: @10:00  
Closing date: 2022

**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.

<b>SECTION</b>	<b>PAGE</b>	<b>VARIATION: CLAUSE OR ITEM</b>

**SIGNATURE OF TENDERER:** .....

**DATE:** .....

## SCHEDULE OF ALTERNATIVE QUOTATIONS

Consideration will be given to alternative offers, which the Tenderer may wish to submit. Such offers shall be described, measured and priced in sufficient detail to enable the Province to evaluate the alternative. He/she shall set out his/her proposal clearly hereunder or alternatively make photocopies of the original quotation documentation.

SECTION	PAGE	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:** .....

**CJMH:** Repairing of a damaged perimeter and palisade fence at CJMH  
DATE: 22 /07/ 2022  
ZNQ NO: MNT/2022-23  
Briefing meeting: @10:00  
Closing date: 2022

**IMPORTANT**

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

**REPLACEMENT OF A DAMAGED PERIMETER FENCE AT NONDWENI CLINIC**

**ZNQ NO: CJM00185/2022-23**

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: 02 (Two 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
-----	----

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