



Quotation Advert

Opening Date: 23/01/2023

Closing Date: 13/02/2023

Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: King Edward VIII Hospital

Province: KwaZulu-Natal

Department of entity: Department of Health

Division or section: Central Supply Chain Management

**Place where goods/
service is required:** ST Aidans Hospital

Date Submitted: 20/01/2023

ITEM CATEGORY AND DETAILS

Quotation number: ZNQ: KEV823/22 Re Advertised

Item Category: Services

Item Description: Sliding Door Service: Quotation attached to the advert please print it and bring it with you for site briefing session so it can be signed and stamped failer to do so will result to disqualification.

Quantity (if supplies): [Click here to enter text.](#)

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Compulsory Site Meeting

Date: 02/02/2023

Time: 10H00

Venue: ST Aidans Hospital

QUOTES CAN BE COLLECTED FROM: Quotes attached to the advert

QUOTES SHOULD BE DELIVERED TO: Tender Box King Edward Hospital situated in the Admin Block Off Sydney Road

ENQUIRIES REGARDING ADVERT MAY BE DIRECTED TO:

Name: Mr N Tsaulwayo/ Mr Eugen Allerston

Email: [Click here to enter text.](#)

Contact number: 031 360 3707/ 060 470 6665

Finance Manager Name: Mrs .V. Mtantato **Finance Manager Signature**

Quote Number: KEU 823/22

Item Description: Electrical sliding door x1

Department: St Aidans theatre

Purpose of Item: Servicing

1. Pre-qualification criteria if any:

- 1.1. Is the works required to have a regulatory body certification (e.g. SABS, SANS, SANAS, ISO, CIDB, etc.)? Yes :
 Company to be CIDB 1EB registered
 SANS 10142 regulations shall apply to this tender
 AAAMSA automatic sliding door regulations
- 1.2. Is a compulsory site inspection / briefing session required? Yes
 if Yes, specify: Dale 02/05/22 Time 11H00 Place Maintenance ST Aidans Hospital
- 1.3. Is local production and content part of the quote? Yes / No
 if Yes, specify _____
- 1.4. Provisions of section 4(1) (a) of the PPPFA Regulations, 2017 if applicable? Yes
 if Yes, specify: Procurement regulations
- 1.5. Liability Cover insurance? Yes
 if Yes, specify: Yes: 3rd party liability cover/insurance

2. What is the specification of the required item?

| List specifications to be advertised | |
|--------------------------------------|--|
| | Foreword |
| 2.a | <p><u>Safety first requirements:</u></p> <p>PPE: All contractor staff entering these premises shall do so with hard tip safety shoes on feet and respiratory mask on face.</p> <p>Compile and submit (non-returnable documents) safety file (related to the works below) to the safety officer on receipt of official order number of works with in TWO working days from official order date.</p> <p>Standard conditions of contract form treasury, will apply to this contract.</p> <p>Note: Winning bidder site hand over will only be conducted once e-mail confirmation has been received from safety officer, and will be done by Deputy Director Systems/ Acting Maintenance Manager.</p> <p>Documents required for Site hand over is the following:</p> <ul style="list-style-type: none"> I. Advert page copy – Provided by contractor II. Award page copy – Provided by contractor III. Complete copy of original tender submitted – Provided by contractor (Copy to be made prior submitting tender) IV. Official Order – Provided by contractor V. Work plan – Provided by contractor <p>Site hand over certificate – Provided by Deputy Director Systems/ Acting Maintenance Manager.</p> |
| 2.b | <p><u>Works to be carried out by Equipment specialists (Primary contractor) only</u> and in compliance of all legislation and regulations applicable to mentioned woks.</p> |
| 2.c | <p>Attach primary contractor trade tested employees comprehensive CV with coloured picture of person</p> |
| 2.d | <p>Attached completed and consecutive daily execution plan of tasks that will be performed as per attach work plan format to tender. (Actual dates in the next column will be completed on the day of site hand over meeting with winning bidder).</p> |

| | | |
|--------|---|--|
| 2.f | Complete in every detail the BOQ – List materials to be used for each equipment. | |
| 2.g | Procurement contract exit clause | |
| | Should a provincial contract become active for this contract in this end user specification, then this contract will become null and void. Contractor will be notified accordingly. | |
| 2.1 | Works required: | |
| 2.1.1 | Attend Automatic sliding door Service schedule ASD 1 –001 as attached | |
| 2.2 | Waste management requirements: | |
| 2.2.1 | Attach disposable certificate of any old oil, ghrises or refrigerant or chemical, that was removed and also show quantity if applicable | |
| 2.3 | After service report requirements: | |
| 2.3.1 | Provide an after service report (in word format and email to St Aiden's project leader) on completion of the service as below requirements and attach copy to invoice | |
| 2.3.2 | Following items required: | |
| 2.3.3 | Date | |
| 2.3.4 | Description of works | |
| 2.3.5 | Fully detailed model/part numbers and description of items to be repaired, replaced or reinstalled per unit or machine or equipment. | |
| 2.3.6 | Colour Photographic records/evidence of items to be repaired | |
| 2.3.7 | Additional works carried out (if any) | |
| 2.3.8 | Recommendations for future repair requirements | |
| 2.3.9 | Observation notes on the condition of the system/s serviced | |
| 2.3.10 | A sketch or schematic of the system repairs, indicating items needing further attention/repairs and their locations indicated on the sketch or schematic. | |

3. Does a sample need to be submitted? No(select option 3.1 or 3.2)

3.1. Specify that samples must be made available when requested in writing. **No**

4. Penalties to be noted by the suppliers:

4.1. 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.

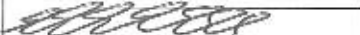
5. What is the evaluation criteria / special terms and conditions to be advertised?

| List evaluation criteria / special terms and conditions to be advertised (if applicable) | Comply: yes/no |
|--|--|
| 5.1 CIDB Rating | Company must be CIDB 1ME company registered in the field of this tender |
| 5.2 Staff qualification | Staff qualification –Electrician artisan Qualification trade tested in electrical engineering and minimum N4 cert |
| 5.3 Company own employed staff experience attending to the works | Company employed staff experience – Artisan/s Experience on aluminium automatic sliding doors repair and servicing (after trade test) (Company/s Human Resource department/s staff employment certified letter/s required) |
| 5.4 Functionality | Functionality - Compile complete bill of material (This is to be done per unit to be serviced on BOQ Quote for all material needed to complete the works on quote form attached to tender. (Example: Tender required installation of item to be installed or sealed or painted or cleaned – The BOQ do not reflect the required material [will result in 0 points and disqualification of tender]. |
| 5.5 Works planning | Works planning - Submit execution plan of each consecutive day of what work/task will be done and in which area. The day 1 to day 20 (for example) will be utilized to describe each day of planed works. Failure to submit this plan will result in disqualification of tender. Please note a column must be left open on the right hand side to indicate the actual dates from start to finish. |



END-USER SPECIFICATION FORM

| | | | |
|-----|--------------------------|--|--|
| 5.6 | Previous work experience | when company has the official order. Letters from three (3) contactable references (not later than 2 years) from current clients/ customers of the contractor where they rate the following four (6) aspects of the bidder and Documentation <ul style="list-style-type: none"> • Professionalism • Quality of Service • Reporting and/or Completion Certificate Issue • Overall impression (would use again) • Certificate of Completion • Service Report. | |
|-----|--------------------------|--|--|

| Specification compiled by: | | Specification approved by: | |
|------------------------------|---|-----------------------------|--|
| Name | E. Allerston | Name | |
| Designation / Rank (in full) | Mechanical Supervisor | Designation/ Rank (in full) | |
| Signature |  | Signature | |
| Date | 24/10/2022 | Date | |

| | | | | | | | | | | | |
|--|--|-----------|--|---------------|--|-------|--|------------|--|-----------------|--|
| I CERTIFY THAT THE SPECIFIED SERVICE WAS CARRIED OUT | | | | | | | | | | OFFICIAL STAMP: | |
| NAME OF SERVICEMAN (BLOCK LETTERS): | | | | | | | | SIGNATURE: | | | |
| NAME/S OF ASSISTANT/S: SEMI SKILLED: | | | | | | | | | | | |
| NAME/S OF ASSISTANT/S: UNSKILLED: | | | | | | | | | | | |
| COMPANY NAME (BLOCK LETTERS): | | | | | | | | | | | |
| TIME IN: | | TIME OUT: | | TIME ON SITE: | | DATE: | | | | | |
| FROM: | | TO: | | KM: | | TO: | | KM: | | TOTAL KM: | |
| NAME OF RESPONSIBLE OFFICIAL ON SITE: | | | | | | | | | | SIGNATURE: | |

PROVINCE OF KWAZULU-NATAL - DEPARTMENT OF HEALTH

ESTIMATE FORM FOR : THE MAINTENANCE, REPAIR OR REPLACEMENT OF FIXED PLANT, EQUIPMENT AND INSTALLATIONS INSTALLED IN KWAZULU-NATAL PROVINCIAL HOSPITAL AND BUILDINGS

| | |
|------------|----------------|
| SUBMIT TO: | FOR ATTENTION: |
|------------|----------------|

| | |
|--------------|----------|
| INSTITUTION: | ZNQ NO.: |
|--------------|----------|

SCOPE OF WORK: (A description of the work quoted for is required).

I/We hereby quote for the above work in accordance with the conditions as specified in Tender document.

Materials, component/ancillary parts: Firm Price. A detailed list of materials etc. showing unit costs shall be provided.

| | | |
|----|---|--------|
| A. | Quoted for Bought Out Items (Excluding VAT)(Carried forward) | R |
| | Mark Up @ % (Maximum Mark Up = 20% for values R0.00 to R500 000.00) | R |
| B. | Quoted for Proprietary Items (Excluding VAT)(Carried forward) | R |
| C. | Quote for Sub-Contract Items (Excluding VAT)(Carried forward) | R |
| | Mark Up @ % | R..... |

Note: Subcontracting is limited to specialized testing, programming of software based applications, inspections, adjustment/s, monitoring, and drawing of manufacturing plans, verifying of materials to be used in pressure vessels and associated equipment.

Actual work shall be carried out by primary contractor

| | | |
|---------------|--|-------|
| D. | Labour, Travelling, Subsistence and Transport. This price shall be firm in respect of materials etc. quoted for. (Excluding VAT) (Brought forward) | R |
| E. | Less credit for redundant materials, parts and equipment if applicable | R () |
| SUBTOTAL | | R |
| VAT @ % | | R |
| F. | This Price in SA Currency firm for 90 days from date of the estimate quotation and shall not be exceeded. To be measured on completion. | R |

Time required for completion weeks from receipt of official order.

NAME OF SERVICE PROVIDER: ZNQ...../20....

CIDB UNIQUE NUMBER CIDB CATEGORY.....

PROVINCIAL SUPPLIERS DATABASE REGISTRATION NUMBER:

SERVICE PROVIDER'S AUTHORISED SIGNATURE: ZNQ No.....

NAME IN BLOCK LETTERS:

COMPANY STAMP: DATE

**SCHEDULE OF PRICES: MATERIALS, COMPONENT/ANCILLARY PARTS
AND SUB CONTRACT WORK**

The service provider shall add here, ALL materials, components/ancillary parts which are required for the completion of the work quoted for.

In the event that more pages are required, this page may be copied.

| ITEM | DESCRIPTION | MANU-FACTURER | FIGURE /MODEL NO. | QUANTITY | UNIT COST | TOTAL COST (Excluding VAT) | | |
|---|-------------|---------------|-------------------|----------|-----------|----------------------------|--------------|--------------|
| | | | | | | BOUGHT OUT | PRO-PRIETARY | SUB CONTRACT |
| | | | | | | | | |
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| TOTAL COST BOUGHT OUT ITEMS (A) | | | | | | | | |
| TOTAL COST PROPRIETARY ITEMS (B) | | | | | | | | |
| TOTAL COST SUB CONTRACT ITEMS (C) (Attach copy of sub-contractors quote) | | | | | | | | |

TOTAL AMOUNT (A) (B) (C) TO BE CARRIED FORWARD TO PAGE 1

**D.1 SCHEDULE OF PRICES
LABOUR, SUBSISTENCE, TRAVEL AND TRANSPORT REPLACEMENT AND
ADDITIONAL EQUIPMENT**

| D.1.1 | LABOUR | No. of | TOTAL HOURS | RATE/HR | | AMOUNT |
|------------------------------------|--|--------|-------------|----------------------|--------|--------|
| a) | Artisans | ..... | ..... | R 300.00 | | R..... |
| b) | Apprentice | ..... | ..... | R 118.00 | | R..... |
| | 1 st Year | ..... | ..... | R 150.00 | | R..... |
| | 2 nd Year | ..... | ..... | R 180.00 | | R..... |
| | 3 rd Year | ..... | ..... | R 265.00 | | R..... |
| | 4 th Year | ..... | ..... | R 142.00 | | R..... |
| c) | Semi-skilled | ..... | ..... | R 75.00 | | R..... |
| d) | Unskilled | ..... | ..... | R 75.00 | | R..... |
| D.1.2 | TRAVEL | | TOTAL Km | RATE/Km | | |
| D.1.2.1 | From service provider's premises to site | | | Petrol | Diesel | |
| a) | trips(Driver) (skilled) |  | ..... | Delete as applicable | | R..... |
| | @ km per trip |  | ..... | R 7.78 | R 7.58 | R..... |
| b) |trips (Semi-skilled)(Driver) |  | ..... | R 5.80 | R 5.60 | R..... |
| | @..... km per trip |  | ..... |  |  |  |
| D.1.3 | ADDITIONAL LABOUR TRAVELLING WITH DRIVER | | TOTAL HOURS | RATE/HR | | AMOUNT |
| a) | x Additional Artisan/s trips (skilled) @ km per trip ÷ 80km/hr |  | ..... | R 300.00 | | R..... |
| b) | x Additional Semi-Skilled trips (semi) @ km per trip ÷ 80km/hr |  | ..... | R 142.00 | | R..... |
| c) | x Additional Unskilled trips (unskilled) @ km per trip ÷ 80km/hr |  | ..... | R 75.00 | | R..... |
| d) | x Additional Apprentice/s trips (semi) @ km per trip ÷ 80km/hr |  | ..... | R..... | | R..... |
| SUBTOTAL CARRIED FORWARD TO PAGE 4 | | | | | | R..... |

| SUBTOTAL BROUGHT FORWARD FROM PAGE 3 | | | | | R..... |
|--------------------------------------|---|--|----------|--------|--------|
| D.1.4 | TRANSPORT | | TOTAL Km | RATE | |
| a) | Haulage to site trips | | | | |
| | @km per trip | | 2.5 tone | R 9.31 | R..... |
| | @km per trip | | 3 tone | R10.80 | R..... |
| | @km per trip | | 5 tone | R12.50 | R..... |
| | @km per trip | | 7 tone | R14.50 | R..... |
| | @km per trip | | 10 tone | R16.80 | R..... |
| b) | Crannage to and on site @ sub contract rate | | R..... | x 1.10 | R..... |

TOTAL AMOUNT CARRIED FORWARD TO PAGE 1 ITEM (D) R.....

DESCRIPTION: sliding door service - Re-Advertised

SIGNATURE OF BIDDER DATE

[By signing this document, I hereby agree to all terms and conditions]

CAPACITY UNDER WHICH THIS QUOTE IS SIGNED

Table with 6 columns: Item No, Quantity, Description, Brand & model, Country of manufacture, Price (R, c). Contains one row for 'Electrical Sliding Door Service' and a section for 'Compulsory site briefing' with instructions on document handling.

VALUE ADDED TAX @ 15% (Only if VAT Vendor)
TOTAL QUOTATION PRICE (VALIDITY PERIOD 60 Days)

Table with 2 columns: Does This Offer Comply With The Specification? / Is The Price Firm? and Does The Article Conform To The S.A.N.S. / S.A.B.S. Specification? / State Delivery Period, e.g., 1day, 1week

Enquiries regarding the quote may be directed to: Contact Person: Mr. N. Tsaulwayo Tel: 031 360 3707 E-Mail Address:
Enquiries regarding technical information may be directed to: Contact Person: Mr E Allerston Tel: 0604706665

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 interest¹ 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 consortium² will not be construed as collusive bidding.
- 3.4. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6. There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

| | | | |
|-----------------------|------------------|-----------------|-------------|
| | | | |
| Name of Bidder | Signature | Position | Date |

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

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

GENERAL CONDITIONS OF CONTRACT

1. AMENDMENT OF CONTRACT

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

2. CHANGE OF ADDRESS

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

3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

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

$$Ps = 80 \left(1 - \frac{Pt - P \text{ min}}{P \text{ min}} \right) \text{ Where}$$

- 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 last 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..... |