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KZN HEALTH

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AdvertQuote



KWAZULU-NATAL PROVINCE  
HEALTH  
REPUBLIC OF SOUTH AFRICA

### Quotation Advert

Opening Date: 2021-06-03

Closing Date: 2021-06-11

Closing Time: 11:00

#### INSTITUTION DETAILS

Institution Name: Umphumulo hospital

Province: KwaZulu-Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required: umphumulo hospital

Date Submitted: 2021-06-02

#### ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ:  
ump / 000166 / 21

Item Category: Goods

Item Description: Supply and install vinyl flooring in parkhome 10 as per attached specification

Quantity (if supplies): 1

#### COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Not Applicable

Date:

Time:

Venue:

QUOTES CAN BE COLLECTED FROM: Umphumulo hospital

QUOTES SHOULD BE DELIVERED TO: Umphumulo hospital

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

Name: Dumisani

Email:

Contact Number: 032 481 4181

Finance Manager Name: M. Selepe

Finance Manager Signature: 03/06/2021

No late quotes will be considered





PROVINCE OF KWAZULU-NATAL  
DEPARTMENT OF HEALTH

ZNQ –

UMPHUMULO HOSPITAL – PARKHOME 10 FLOORING

1. PROJECT SPECIFICATIONS

1.1 SCOPE OF CONTRACT

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

1.2 CONTRACT DRAWINGS

No drawings

1.3 CONDITIONS OF CONTRACT AND PRELIMINARIES

1.3.1 PERIOD OF CONTRACT

Four (4) *Week* as the Contract Period for the completion of the Work from date of Site handover.

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 completion of the Counter cupboard and related work, indicated above and all materials must be a minimum of Three (3) Calendar 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 **Umphumulo Hospital**.

The Contractor is advised that the existing premises will be occupied throughout the period of the contract, and that the minimum amount of disruption to services is of the utmost importance.

Damage to the 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.

Tenderers are advised to visit the site prior to tendering and to acquaint themselves with the nature of the work to be done and access to the siting

of the existing buildings etc., as no claim whatsoever will be allowed on the grounds of ignorance of the conditions under which the work will be executed.

### **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 SABS 0142 and the Occupational Health and Safety Act and Regulations 85/1993 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**

On completion of the service, a copy of the "Certificate of Compliance for Electrical Installation" must be submitted to the office of the Secretary for Health: KwaZulu Natal.

### **1.3.7 GENERAL**

The Tenderer's / Contractors will be responsible for all masonry work associated with the electrical installation and making good of all work related to the electrical installation. The patching and painting must be to the satisfaction of the KwaZulu-Natal Department of Health.

# 1. 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.

## 3.1 SCOPE OF WORKS

3.2. The work comprises of

3. 2.1 Supply and install the following:

- Prepare floor surface for vynile sheeting
- Install new vynile sheeting

### ALTERATIONS

**SITE VISIT:** — Tenderers are advised to visit the site prior to tendering and satisfy themselves as to the nature and extent of the work to be done, also to examine the condition of all existing buildings as no claim will be entertained on the grounds of ignorance of the conditions under which the work was to be executed.

**MATERIALS FROM THE ALTERATIONS:** — unless otherwise stated, will become the property of the Contractor and all these materials, together with all rubbish and debris must be carried away and the site left clean and unencumbered.  
Items described as "removed" shall mean removed from the site.

Credit for the value of materials from the alterations is to be allowed for on the Summary/  
Final Summary page.

Items described as to be re-used or to be handed over to the Administration are to be dismantled where necessary and stacked on site where directed, and the Contractor will be responsible for their removal and storage until required, and shall make good all items missing, damaged or broken at his own expense.

Unless otherwise described, no materials from the alterations shall be re-used in any new work without the written approval of the Department.  
Prior to the removal of any timbers from the site, these are to be inspected by Government

Entomologists. If any of these timbers are infested by wood destroying agencies, these timbers are to be disposed of in the manner prescribed by the Government Entomologist. In taking down and removing existing work, particular care must be taken to avoid any structural or other damage to the remaining portions of the buildings.

## **FLOOR COVERINGS, PLASTIC LININGS, ETC.**

colour, pattern, graining, etc, consistent throughout, all to the approval of the Department.  
Thermoplastic floor tiles: — are not to be used.

Fully flexible vinyl floor sheeting: — are to comply with SANS Specification 786 and is to be 2.5 mm nominal thickness.

Recessed entrance mats with brass frame at main entrance into a health facility as "Belgotex" Grimbuster or other approved. This to be positioned outside before entering. In patient care area's, no perforations to floor covering is to be made. Eg door stops, door barrel bolt floor keeps etc.

Where the specified sizes and/or thicknesses of floor sheeting differ from those in the SANS Specifications, such items of floor sheeting shall comply in all other respects with the relevant SANS Specifications.

**SKIRTINGS, STAIR NOSINGS, EDGING STRIPS, ETC.:** —are to be of the types and sizes specified and are to be of approved manufacture

**CARPET TILES AND SHEETING:** — are to be of the types specified and of approved colours and patterns all to approval of the Department.

**LAYING:** —

Vinyl Floor covering laying procedure and polishing.

Site conditions required before the layer commences an installing of a Resilient Floor covering. Some of these conditions may appear obvious, but they are not always complied with. If any of the following recommendations are ignored, it is likely that a number of problems will arise during or after installation of the flooring.

1. All building materials and equipment, e.g. sand, scaffolding, tools, etc. should be removed. (Do not allow heaps of sand, concrete, etc., to remain on the surface of the subfloor since moisture transfer to the sub-floor takes place).

2. All resilient flooring materials require a smooth, hard, clean and level surface, not only for appearance but also for achieving a satisfactory adhesive bond and long-term durability. The Specifier and the Main Contractor shall ensure that the sub-floor is acceptable to receive the resilient flooring specified in respect of levelness, smoothness, soundness and cleanness. (The SANS Code of Practice 070/1991 as amended 1993 Section 9.3 details the requirements in this regard).

The flooring contractor shall ensure that the sub-floor is sufficiently dry prior to the installation of the flooring material. The floor should be tested by means of a Hygrometer or a Tramex. (Of the instruments available for determining moisture levels in sub-floors, the most practical and accurate is the hygrometer).

## **SHEETING**

Ensure that the following steps are followed during the installation:

1. Trim off factory leading edge before laying sheeting.
2. Align the sheet in position that there is an opening no bigger than 1mm between adjacent sheets. For the best results, the width of a credit card is an acceptable measure.
3. Apply adhesive according to the manufacturers' specifications.
4. Roll the floor during and after installation with a 68kg roller to maximize the adhesion between the sheeting and the adhesive.
5. Complete the welding 24 hours after the installation. Groove the joins open with a suitable hand or electric groover to a width of not wider than 3mm and not deeper

than 1.5mm. Weld the joints with a hot air welding gun with temperature settings of between 4-6 temperature setting and use a speed nozzle that will not burn the material or damage the coating. Use a sharp spatula and guide plate and remove the excess welding in two stages.

6. All vinyl sheeting needs to be stripped and sealed 72 hours after installation. Please ensure you use a good quality product.

## 2.1 HYGROMETER

When a hygrometer is positioned on a sub-floor surface, the reading of the relative humidity of the entrapped air space is obtained.

- A hygrometer reading of less than 70% indicates that the sub-floor is sufficiently dry for flooring to be laid upon it.

- If the hygrometer indicates a final reading of more than 70% when the initial reading of the atmosphere was less than 70% then the sub-floor is unacceptably damp and must be allowed to dry out before any flooring is installed.

- If the hygrometer indicates a final reading of more than 70% when the initial reading of the atmospheric humidity was also greater than 70%, as can occur in coastal areas, then the following applied:

1. If the final reading is significantly higher than the initial reading, then the sub-floor must be considered to be unacceptably damp.

2. If the final reading is similar to, or less than the initial reading, then the moisture content of both the atmosphere and the sub-floor are similar

## 2.2 TRAMEX CONCRETE MOISTURE ENCOUNTER (C.M.E.)

Any reading on the C.M.E. of 60% or less indicates acceptable moisture content for the installation of any vinyl floor covering.

## 3. Floor Preparation – New and Existing (old) Screeds

3.1 Use of screed smoothing compounds should be avoided except for making minor repairs, however should a full skim be required, then the most common method in both instances is the use of a smoothing compound e.g. **Pavelite** in combination with **Pavelite**

**Bonding Liquid**, mixed to the correct ratio and consistency. Only recommended products, mixed strictly in accordance with manufacturers instruction should be used. Do not use smoothing compound on power floated finishes. It is recommended that in new structures the screeding should be as specified by "Tal" using "Screedmaster", the pumped method. A badly undulating floor may require grinding by mechanical means to improve the overall levelness. Although smoothing compounds such as **Pavelite** will improve the sub-floor it will not achieve perfection.

3.2 In cases where old vinyl floor coverings have been uplifted, leaving a bitumen adhesive residue, it is recommended that a strict procedure relating to the "Preparation of Sub Floors with Bitumen Residue", be complied with.

(This method may not constitute good flooring practice, but has proved to be successful on many occasions. No guarantee is however given or implied).

## 4. Construction joints (saw cuts) and Expansion Joints

4.1 Construction joints (saw cuts) in the sub-floor should be cleaned out, and the sides of the saw cut be painted with **Pavelite Bonding Liquid** and allowed to dry. The joint should then be filled with a mixture of **Pavelite** and **Pavelite Bonding Liquid**. It is advisable to slightly overfill the joints, which when dry should be rubbed down with a carborundum stone.



4.2 Expansion joints should be filled with a suitable **Sealant** to prevent the ingress of dirt. **It is bad flooring practice to lay flooring over such a joint.** The flooring should stop at the edge of the joint and cover strips placed over the joint itself. Expansion joints and cover strips should be discussed and designed by a structural engineer.

5 Correct setting out is critical, and consideration should be given to the squareness of the area. It is safest to set out from the longest outside wall.

5.1. The recommended notching for a trowel to spread adhesive is a V notch of 1,5 x 1,5 x 1,5mm at 4,00mm centres. Consideration should however be given to the porosity of the sub-floor. Ensure the use of the recommended adhesive with the appropriate flooring. **Do not** spread the adhesive over a larger area than can be covered within the working/open time of the adhesive.

5.2 All installations must be rolled with a 68kg three sectional articulated metal floor roller on completion, within the working time of the adhesive.

5.3 Welding of sheeting is to be done only after 24 hrs after installation.

5.3. a. Trimming

**While** the welding rod is still warm, trim off most of the top half using a sharp spatula and spatula guide which fits over the welding rod. Carry out the final trimming using the spatula knife only, when the welding rod has cooled.

5.3.b **Glazing**

The trimmed welding rod will tend to soil more rapidly than the sheeting. It is therefore important to glaze the surface of the trimmed welding rod.

6. After installation the flooring should be adequately protected, preventing damage caused by other trades working on the site.

7. The completed floor should not be washed or polished for a period of 72 hours after the installation in order to allow the adhesive to cure. This period will vary from one adhesive to another.

7.1 The vinyl floor covering must be cleaned with an approved water based floor Stripper, in order to achieve an acceptable standard of cleanliness for sealing. Avoid excessive use of water at all times

7.2 Foreign matter such as paint stains, tar, etc. which may not respond to the process must be removed by other means.

7.3 Three coats of a Water Based Emulsion floor dressing, shall then be applied on completely dry surface in accordance with the manufacturer's instructions, allowing one hour drying time between the first and second application of each dressing coat.

**RATES:** —for all floor coverings are to include for laying as described, for cleaning down backing surfaces before laying and or all square and raking cutting and waste and fitting, fair cutting at edges where no skirting occurs, protecting from injury, and for cleaning down, etc. as described, at completion.

Rates for all wall linings are to include for laying as described, cleaning down backing surfaces before laying, sizing backing surfaces if necessary to ensure proper adhesion, all square and raking cutting and waste and fitting, fair cutting at exposed edges, bending at angles and for all narrow widths and protecting from injury and cleaning down, etc. as described, at completion. Wall linings in widths not exceeding 300mm to returns, reveals and the like have not been measured separately, but have been included in the area of the

general items of wall linings and rates must include or this.

Rates for skirting, stair nosing, edging strips, etc. is to include for fixing as described, cutting to lengths and fitting at intersections, mitres, ends, etc. and for cleaning down at completion.

**UMPHUMULO HOSPITAL – PARKHOME 10 FLOORING**

3. SCHEDULE OF RATES

PREAMBLE TO SCHEDULE OF RATES

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 tendering as to the correctness and sufficiency of his tender for the contract and of the rates and prices stated in the Schedule of Rates.**

Tax and Duties

**Prices, tendered 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).**

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.**

Item No	Description	Qty	Rate	Amount
1.	<p><b>Bill No 1</b></p> <p><b>ALTERATIONS</b></p> <p>All items to be priced fully inclusive of all charges e.g. labour, plant, profit, etc. but excluding Value added tax.</p> <p>Contractors are advised to visit site to acquire themselves with the site and the layout of the institution premises during the contract is not allowed and arrangements for accommodation will have to be allowed for. <b>All items are subject to re-measure.</b></p> <p>Tenderers are referred to the project specifications for full description of materials, etc. to be used. All works shall be done strictly in accordance with the specifications and leave in perfect working order after completion</p> <p><u>Prepare the wooden floor for new vinyl floor covering to the approval of the specialist contractor</u></p> <p>Screed <span style="float: right;">m<sup>2</sup></span></p> <p><b>Carried to collection summary</b> Bill No. 1</p> <p>ALTERATIONS</p>	80		

Item No	Description	Qty	Rate	Amount
	<p><b>BILL NO. 2</b></p> <p><b>FLOOR COVERINGS</b></p> <p>The Tenderer is referred to the relevant Clauses in the Model Preambles to All Trades and to the Supplementary Preambles which are incorporated to these Bills of Quantities.</p> <p><b>VINYL FLOOR COVERINGS, ETC.</b></p> <p>The following semi-flexible vinyl floor sheeting are to comply with SABS 581.</p> <p>The floor sheeting are to be of approved manufacture and of the colour and thickness stated, accurately cut with square, true edges, uniform in thickness and colour, free from all defects and equal to samples to be submitted to and approved by the Project Leader</p> <p>The laying of the floor sheeting is to be in accordance with SABS 070 and is to be executed by a firm of Specialists approved by the Project Leader employing skilled workmen experienced in this type of work.</p> <p>The floor substrate must be inspected and confirmed in writing to the Specialists Subcontractor that it is ready for the application of the vinyl sheeting.</p> <p>Prices are to include for all straight cutting and waste, cleaning off and sealing to screeds, (elsewhere measured) with adhesive, laying floor sheeting with welded joints, finely cutting and closely fitting all edges against walls, etc., protecting from damage, washing and cleaning down and leaving in perfect condition on completion - all to the approval of the Project Leader</p>			
	<p><b>Carried to final summary</b> Bill No.2</p>		R	

Item No	Description	Qty	Rate	Amount
	<b><u>BILL NO. 2</u></b>			
	<u>2.5mm 'Marley Superflex' fully flexible vinyl sheeting withwelded joints:</u>			
1	On wooden floors. m <sup>2</sup>	80		
	SKIRTINGS, NOSINGS, ETC			
	<u>'Marley Extruda' polyvinyl acetate:</u>			
2	100mm 'Type MFE 5' top set coved base skirting to walls m			
	METALLISED FLOOR DRESSING			
	<u>Clean down, seal and apply metallised floor dressing:</u>			
3.	On vinyl flooring. m <sup>2</sup>	80		
	MOVEMENT JOINTS, ETC			
	<u>'Genesis' movement joints, etc:</u>			
4	'Type MXA 030' aluminium / vinyl movement joints. m	20		
	<b>Carried to collection summary</b>		R	
	Bill No.2			

Bill	<u>FINAL SUMMARY</u>			Page No	Amount
1	Alterations			-09	
2	Floor Covering			-10	
	Sub Total				
	Value Added Tax				
	<b>Carried to Form of Tender</b>				

**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:

**UMPHUMULO HOSPITAL**

Quotation No.:

**ZNQ -**

Service:

**PARKHOME 10 FLOORING**

\*\*\*\*\*

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 : .....



**DECLARATION OF INTEREST**

**SBD 4**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to quote (includes a price quotation, advertised competitive quote, limited quote or proposal). In view of possible allegations of favouritism, should the resulting quote, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
  - the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the quote(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the quote.
2. In order to give effect to the above, the following questionnaire must be completed and submitted with the quote.

- |  |   |
|--|---|
| 2.1. Full Name of bidder/representative.....                                 | 2.4. Company Registration Number: ..... |
| 2.2. Identity Number: .....  | 2.5. Tax Reference Number: .....        |
| 2.3. Position occupied in the Company (director, trustee, shareholder):..... | 2.6. VAT Registration Number: .....     |

2.7. The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

2.8. Are you or any person connected with the bidder presently employed by the state? [TICK APPLICABLE]

2.8.1. If so, furnish the following particulars:  YES  NO

Name of person / director / trustee / shareholder/ member: .....

Name of state institution at which you or the person connected to the bidder is employed:.....

Position occupied in the state institution: ..... Any other particulars:.....

2.8.2. If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?  YES  NO

2.8.2.1. If yes, did you attach proof of such authority to the quote document?

*(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the quote.)*

2.8.2.2. If no, furnish reasons for non-submission of such proof: .....

2.9. Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?  YES  NO

2.9.1. If so, furnish particulars:.....

2.10. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this quote?  YES  NO

2.10.1. If so, furnish particulars:.....

2.11. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this quote?  YES  NO

2.11.1. If so, furnish particulars:.....

2.12. Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?  YES  NO

2.12.1. If so, furnish particulars:.....

**3. Full details of directors / trustees / members / shareholders.**

NB: The Department Of Health will validate **details of directors / trustees / members / shareholders** on CSD. It is the suppliers' responsibility to ensure that their details are up-to-date and verified on CSD. If the Department cannot validate the **information** on CSD, the quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.

**4 DECLARATION**

I, THE UNDERSIGNED (NAME).....CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.

I ACCEPT THAT THE STATE MAY REJECT THE QUOTE OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

Name of bidder	Signature	Position	Date
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<sup>1</sup>"State" means -

- a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- b) any municipality or municipal entity;

- c) provincial legislature;
- d) national Assembly or the national Council of provinces; or
- e) Parliament.

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

## SPECIAL CONTRACT CONDITIONS OF QUOTATIONS

SCC

### 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 institution is under no obligation to accept the lowest or any quote.
- 3.2. The price quoted must include VAT (if VAT vendor). However, it must be noted that the department reserves the right to evaluate all quotations excluding VAT as some bidders may not be VAT vendors.
- 3.3. The bidder must ensure the correctness & validity of quote:
  - (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*
- 3.4. 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.
- 3.5. This quotation will be evaluated based on the 80/20 points system, specification & correctness of information. All required documentation must be completed in full and submitted.
- 3.6. Offers must comply strictly with the specification.
- 3.7. Only offers that meet or are greater than the specification will be considered.
- 3.8. Late quotes will not be considered.
- 3.9. Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.
- 3.10. A bidder not registered on the Central Suppliers Database or verification has failed will not be considered.
- 3.11. All delivery costs must be included in the quote price, for delivery at the prescribed destination.
- 3.12. 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.
- 3.13. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.14. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered. Furthermore a verification will be done to identify if bidders have multiple companies and are quoting (cover-quoting) for this bid. In such instances only the cheapest bid according to specification will be considered.

### 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. Quotation submitted must be complete in all respects.
- 4.5. Any alteration made by the bidder must be initialled.
- 4.6. Use of correcting fluid is prohibited
- 4.7. Quotation 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.

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

**12. PATENT RIGHTS**

The supplier shall indemnify the **KZN Department of Health** (here after 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. FAILURE TO COMPLY WITH ABOVE WILL RESULT IN YOUR QUOTE BEING PASSED OVER.**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

SBD 6.1

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:

PRICE	POINTS
B-BBEE STATUS LEVEL OF CONTRIBUTOR	80
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**

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....

8. Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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iv) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME	QSE
Black people	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>
Black people with disabilities	<input type="checkbox"/>	<input type="checkbox"/>
Black people living in rural or underdeveloped areas or townships	<input type="checkbox"/>	<input type="checkbox"/>
Cooperative owned by black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are military veterans	<input type="checkbox"/>	<input type="checkbox"/>
Any EME	OR	
Any QSE	<input type="checkbox"/>	<input type="checkbox"/>

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.....

.....

.....