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KZN HEALTH

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KZN Health > Components > Supply Chain Management

## AdvertQuote

### QUOTE AWARD



KWAZULU-NATAL PROVINCE  
HEALTH  
REPUBLIC OF SOUTH AFRICA

## Quotation Advert

**Opening Date:** 2021-03-12

**Closing Date:** 2021-03-19

**Closing Time:** 11.00

### INSTITUTION DETAILS

**Institution Name:** Hillcrest hospital

**Province:** KwaZulu-Natal

**Department or Entity:** Department of Health

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

**Place where goods / services is required:** Hillcrest Hospital

**Date Submitted:** 2021-03-12

### ITEM CATEGORY AND DETAILS

**Quotation Number:** ZNQ  
HCT0006/21

**Item Category:** Services

**Item Description:** Supply 6 X Cleaning staff on a month to month basis

Quantity (if supplies)

### COMPULSORY BRIEFING SESSION / SITE VISIT

**Select Type:** Not Applicable

**Date :**

**Time:**

**Venue:**

**QUOTES CAN BE COLLECTED FROM:** SCM Department, Hillcrest Hospital, 50 Hospital Road, Hillcrest

**QUOTES SHOULD BE DELIVERED TO:** Placed in the Tender Box, Hillcrest Hospital, 50 Hospital Road, Hillcrest

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

**Name:** R Chonnoolal

**Email:** revaan.chonnoolal@kznhealth.gov.za

**Contact Number:** 031 761 5908

**Finance Manager Name:** S. Cotechobos

**Finance Manager Signature:**

No late quotes will be considered





Quote Number: ZNQ/HCT0006/21

Item Description: Supply of 6 x cleaning staff on a month to month basis

Department/Section: NURSING

Purpose of Item:

1. Pre-qualification criteria if any:

1.1. Is the item required to have a regulatory body certification (e.g. SABS, SANS, SANAS, ISO, CIDB, etc.)? Yes / No:  
Regulatory Body / certification required if Yes: Bargaining Cleaning Council (BCCCI)

1.2. Is a compulsory site inspection / briefing session required? Yes / No

if Yes, specify: Date N/A /     /     Time    :   :    Place     N/A

1.3. Is local production and content part of the quote? Yes / No

if Yes, specify: N/A

1.4. Provisions of section 4(1)(a) of the PPPFA Regulations,2017 if applicable? Yes / No

if Yes, specify: N/A

1.5. Liability Cover insurance? Yes / No

if Yes, specify: N/A

2. What is the specification of the required item?

List specifications to be advertised	Comment
1. Number of staff required: 6 cleaners – Labour only	
2. This contract will be on a month to month basis therefore the bidder is required to provide a quote for one month on the official price page. This price must be the total price for 6 cleaners for one month.	
3. Cleaning to be carried out as per attached detailed specification and as per below	
4. Cleaning staff are required to work 7 days a week from 07:00am to 18:00pm	
5. Contractor is required to ensure that there are always 6 cleaning staff on duty. It is the responsibility of the contractor to ensure the replacement staff are provided should a staff member be absent or on leave.	
6. The contractor is required to provide uniforms to staff members.	
7. Cleaning staff members are required to be always attired in uniform	
8. All cleaning materials and equipment will be provided for by Hillcrest Hospital.	
9. PPE e.g. masks, aprons, gloves will be provided for by Hillcrest Hospital and must be used as per IPC guidelines.	
10. Cleaning staff are required to adhere to all trainings & maintenance.	
11. Cleaning staff must be prepared to carry out deep cleaning of workplaces when notifiable diseases such as COVID-19 have been identified as per IPC guidelines.	
12. Cleaning staff must adhere to all standard precautionary measure and be flexible to work on demand in clinical, non-clinical and mortuary	

Name of End-user (in full)	R. K. Khetwarup	Name of SCM Rep (in full)	R. CHONNOCAL
Designation / Rank (in full)	Asst. Systems	Designation/ Rank (in full)	S.M.O
Signature	<i>[Signature]</i>	Signature	<i>[Signature]</i>
Date	10/03/2021	Date	10/03/2021



# END-USER SPECIFICATION FORM

	environment as per requirement.	
13.	Cleaning staff must be trained on the use of cleaning equipment and material.	
14.	Cleaning staff must provide methods of validation and monitoring for cleaning areas as per cleaning schedules and checklists.	
15.	<b>Compulsory documents to be submitted:</b> <ul style="list-style-type: none"> <li>- Proof of registration with Bargaining Council (BCCCI)</li> <li>- Letter of good standing from Dept of Labour</li> <li>- Proof of UIF registration</li> <li>- Proof of CSD registration</li> <li>- BBBEE certificate or sworn affidavit</li> </ul>	

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

3.1. Deadline for submission if Yes: Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Time\_\_\_\_:\_\_\_\_ Place \_\_\_\_\_

or

3.2. Specify that samples must be made available when requested in writing. Yes  or 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)	
1. Pre-qualification criteria	Does the offer meet the pre-qualification criteria?
2. Administrative	Does the offer comply to stipulated administrative requirements?
3. Conformance:	Was the product made or service performed to specifications?
4. Performance:	Will/does the product/service fulfil its performance obligation, in a manner that releases the supplier from all liabilities under the contract?
5. Features:	What characteristics does the product or service have?
6. Reliability:	How long can a product go between failures and the need for maintenance? (guarantee)
7. Durability:	What is the useful life for the product? How will the product hold up under extended use?
8. Serviceability:	How easy is it to repair, maintain or support the product or service? (customer support)
9. Ability & Capacity	The ability and capacity of the vendor to execute the contract
10. Preference points	Preferential Procurement System (80/20) if applicable

Name of End-user (in full)	R. K. Khawayo	Name of SCM Rep (in full)	R. CHONDOOL
Designation / Rank (in full)	AD: SYSTEM	Designation/ Rank (in full)	S.M.D
Signature	[Signature]	Signature	[Signature]
Date	10/03/2021	Date	10/03/2021

## SPECIFICATION/BRIEF

### SPECIFICATION APPLICABLE TO THE CONTRACT FOR THE STANDARD CLEANING AND DAY TO DAY DOMESTIC MAINTENANCE OF THE BUILDING/S.

#### 1. HOURS OF ATTENDANCE

Cleaning staff employed for the purposes of the contract must be in attendance seven (7) days per week Monday to Sunday, between the hours:

Monday to Friday : 07:00 AM TO 18:00 PM

Saturday and Sunday : 07:00 AM TO 18:00 PM

Night Shift : N/A

#### 2. BUILDINGS

2.1 Includes all structures, tarmac, paved and/or gravel areas, defined ungrassed pathways, walkways or roadways.

#### 3. CLEANING OF BUILDING/S AND ITS CONTENTS

3.1 Buildings/areas as defined at the site meeting, must be cleaned daily. All floors must be swept and/or mopped and the surfaces of all furniture and equipment, chalkboard rails and low window ledges dusted. Internal walls must be spot cleaned weekly and quarterly wet wiped down using a cleaning agent and dried.

3.1.1 High level dusting must be undertaken once monthly and shall mean the dusting of surfaces above 2 metres from the floor and includes light fittings, blinds, high window ledges, burglar guards, cupboard tops and beams. Where walls are bagged or the surface is prone to collecting dust, such walls, within the building, must be dusted once a month. External walls must be hosed down.

3.1.2 Name plates, window handles, window regulators, chrome plated and aluminium/copper/brass door handles must be damp wiped down once a week and polished with a cleaning agent once a month.

3.1.3 All inside facing window panes must be cleaned using a cleaning agent once fortnightly. Outfacing panes must be cleaned by using a squeegee once fortnightly.

3.1.4 Door mats must be dusted out daily. Carpets in high traffic areas must be vacuumed daily. Carpets in low traffic areas must be vacuumed twice weekly. Spots and stains must be removed as necessary or when so directed by Centre Management. Restorative cleaning of carpets must be undertaken every six months.

3.1.5 Ground level concrete brick surfaces and pavings must be swept daily and litter removed.

3.1.6 Blocked waste pipes, catchpits, traps, washbasins, urinals and toilet bowls must be immediately reported to the Maintenance Engineer of the Centre in writing. Leaking taps, urinals and cisterns must also be brought to the attention of the Maintenance Division at the Centre in writing.

3.1.7 All rainwater gutters, open drains and manholes, adjoining the building must be kept free of soil, debris, refuse and other obstructions by checking and clearing weekly.

3.1.8 **VERANDAHS**

Verandahs must be swept daily, polished quarterly and buffed weekly.

3.1.9 **FLOOR SURFACES**

**RESILIENT FLOORS (P.V.C. TILES, VINYL, LINOLEUM, SEALED WOOD ETC.)**

(i) Resilient floors in high and low traffic areas must be treated by removing dust with a dry mop or cloth sweeper on a daily basis. Damp mopping for soilage using a cleaning agent must occur fortnightly. Spray clean and burnish the floor once a week. Light scrub, apply non-slip maintenance coat and buff floor monthly. Strip clean, reseal with non-slip polish and buff every six months.

(ii) Hard floors (ceramic, marble, granite, brick, concrete etc.) in high and low traffic areas must be treated by removing dust with a dry mop or cloth sweeper on a daily basis. Damp mopping for soilage using a cleaning agent must occur fortnightly. Spray clean and burnish once a month where possible.

3.1.10 **TOILETS, BATHROOMS AND CHANGEROOMS**

(i) **Basins**

Daily, wet wipe with hard surface cleaner and rinse. On a monthly basis remove mineral deposits and other foreign bodies.

(ii) **Baths**

Wet wipe with hard surface cleaner four times a day and rinse. Twice between the hours of 08:00 - 12:00 and 14:00 - 17:00. Wet wipe taps and remove mineral deposits daily.

(iii) **(a) Lavatories including (b) urinals**

(a) Remove soilage from bowl and under flush rim with hard surface cleaner and a brush on a daily basis. Monthly remove mineral deposits. Using a recognised disinfectant, wet wash seat and lid, cisterns and pipes four times daily. Twice between the hours of 09:00 - 12:00 and 14:00 - 17:00. Wet wipe doors and walls with a recognised disinfectant once weekly.

(b) **Urinals**

Remove litter in urinal/s twice daily. Daily, wet wipe and dry pipes and flushing mechanisms. Wet mop step of floor at urinal with recognised disinfectant twice daily. Remove mineral deposits from gullies and drains monthly.

(iv) **Sinks**

Twice daily wet wipe with hard surface cleaner and rinse.

(v) **Showers**

Daily, remove fats and grease from walls, doors and floors using hard surface cleaner. Once a week disinfect showers using a recognised disinfectant.

**3.1.11 OTHER SERVICES**

(i) Bannisters/hand rails - wet wipe weekly.

(ii) Ceilings to be dusted and air vents to be wet wiped twice annually.

(iii) Cloth chairs must be vacuumed fortnightly and spot cleaned as required.

(iv) Vinyl and leather chairs must be dusted daily and damped wiped fortnightly.

(v) All litter excluding medical waste must be cleared from the compactor areas daily and placed in the available containers for removal by the Local Municipality or Contractor.

(vi) All courtyards must be swept on a weekly basis. Litter must be removed daily.

(vii) Curtains will be washed or dry cleaned by the Centre. When so directed, the Contractor will remove and re-hang.

(viii) Desks - natural/unsealed wood must be dusted daily and polished once weekly. Sealed wood/glass/formica must be dusted daily and polished once weekly.

(ix) Door - finger marks on glass and push plates in doors must be removed daily. Door knobs and handles must be damped wiped with a recognised disinfectant and dried. Weekly.

(x) Hand-rails on/in escalators/lifts must be damped wiped daily. The side panels must be damped wiped weekly using a recognised disinfectant. All dust and litter in the treads must be cleaned out daily.

(xi) Garages/covered parking/parking areas - remove litter daily. Remove oil spillage with degreaser (machine scrub) as required, or when so directed by the Centre Management.

(xii) Heaters must be dusted weekly.

(xiii) Lamps must be dusted daily and damped wiped weekly.

(xiv) Lights must be dusted monthly.

- (xv) Light switches must be damped wiped weekly.
- (xvi) Mirrors must be polished with a glass cleaner weekly.
- (xvii) Partitions must be spot cleaned as necessary. Wet wipe washable surfaces monthly and clean glass with glass cleaner monthly.
- (xviii) Picture frames must be dusted fortnightly. Damp wipe frames and clean glass monthly.
- (xix) Power skirts must be damped wiped monthly.
- (xx) Radiators must be damped wiped monthly.
- (xxi) Railings must be damped wiped weekly.
- (xxii) Rubbish bins situated within the building must be emptied and damped wiped daily. Disinfect weekly.
- (xxiii) Shelves that are empty must be dusted weekly.
- (xxiv) Window sills must be dusted weekly and damped wiped fortnightly.
- (xxv) When so directed by the Centre Management, the Contractor must move furniture and equipment for the purposes of cleaning and re-location.





DECLARATION OF INTEREST

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 <sup>2</sup> ):..... | 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. [TICK APPLICABLE]

2.8. Are you or any person connected with the bidder presently employed by the state? YES  NO

2.8.1. If so, furnish the following particulars:  
 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); | c) provincial legislature;                                    |
| b) any municipality or municipal entity;  | 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

### 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 WILL NOT 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** (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. 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**

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:

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

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

**2. DEFINITIONS**

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

**3. POINTS AWARDED FOR PRICE**

**3.1 THE 80/20 PREFERENCE POINT SYSTEMS**

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

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

- 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**

(Tick applicable box)

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

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

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

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

(Tick applicable box)

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

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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