

KZN HEALTH

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AdvertQuote

KWAZULU-NATAL PROVIN	CE	
HEALTH REPUBLIG OF SOUTH AFRICA	Quotation Advert	
Opening Date:	2022-08-19	
Closing Date:	2022-08-26	
Closing Time:	11:00	
INSTITUTION DETAILS		
Institution Name:	KwaDabeka CHC	v
Province:	KwaZutu-Natal	
Department or Entity:	Department of Health	
Division or section:	Central Supply Chain Management	
Place where goods / services is required	KwaDabeka CHC	
Date Submitted	2022-08-18	
ITEM CATEGORY AND DETAILS		
Quotation Number:	ZNQ:	
3) (-1)	DAB/248/22-23	
Item Category:	Goods	
Item Description:	Office Swivel Chairs	
713 - 1000		
Quantity (if supplies)	50 Units	
COMPULSORY BRIEFING SESSION /	SITE VISIT	
Select Type:	Not Applicable	v]
Date :		
Time:		
Venue:		
<i>3</i>		
QUOTES CAN BE COLLECTED FROM:	the Website (Downloadable)	C-40
QUOTES SHOULD BE DELIVERED TO:	04 Khululeka Orive, KwaDabeka Township - Tender Box Only	**************************************
5		
ENQUIRIES REGARDING THE ADVER	T MAY BE DIRECTED TO:	
Name:	Simphiwe Mthiyane	
Email:	N/A	
Contact Number:	031 714 3762	
Finance Manager Name:	Mrs. S.H. Zendi	
Finance Manager Signature:	CAA-f-	
-,·		

No late quotes will be considered

STANDARD QUOTE DOCUMENTATION OVER R30 000.00 YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: KWADABEKA COMMUNITY HEALTH CENTRE DATE ADVERTISED: 18 August 2022 CLOSING DATE: 126 August 2022 CLOSING TIME: 11:00 FACSIMILE NUMBER: N/A E-MAIL ADDRESS N/A PHYSICAL ADDRESS: 104-KHULULEKA-DRIVE; KWADABEKA-TOWNSHIP, 3602 QUOTE NUMBER: ZNQ / DAB 1 248 / 22 - 23 DESCRIPTION: Office Swivel Chairs CONTRACT PERIOD Once-Off unannamananana **VALIDITY PERIOD 60 Days** SARS PIN..... (if applicable) М A A Α CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO. UNIQUE REGISTRATION REFERENCE DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS) 04 KHULULEKA DRIVE, KWADABEKA TOWNSHIP, 3602 - KWADABEKA CHC NEXT TO MAIN GATE .Bidders should ensure that quotes are delivered timeously to the correct address. If the quote is late, it will not be accepted for consideration. The quote box is open from 08:00 to 15:30. QUOTATIONS MUST BE SUBMITTED ON THE OFFICIAL FORMS - (NOT TO BE RETYPED) THIS QUOTE IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR QUOTE BEING DISQUALIFIED) NAME OF BIDDER POSTAL ADDRESS STREET ADDRESS TELEPHONE NUMBER CODE......NUMBER...... FACSIMILE NUMBER CODENUMBER..... CELLPHONE NUMBER E-MAIL ADDRESS VAT REGISTRATION NUMBER (If VAT vendor) HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMES& QSEs) MUST BE SUBMITTED TO QUALIFY

FOR PREFERENCE POINTS FOR B-BBEET

.........

		E FOR QUOTATIONS OVER Swivel Chairs					<u>ZNO/</u> DAB / 248		******
SIGNATUR	RE OF BIDDE	Rnt, I hereby agree to all terms		*******					
CAPACITY	UNDER WH	ICH THIS QUOTE IS SIGNE	D		******************				
Item No	Quantity	Description	model						
01		Office High Back Sw	vel Cha	irs with Δ	rmraet	model	manuracture	R	С
		height & tilt adjustabl							
**	20 Units	TANKAL L	in Colo						
	03 Units	Navy Bli	ie in Co	lour	TTMOSELL		7, MANAGE - 1		
	02 Units		in Col	1					
. 02		High Back Swivel Mesh	Back C	hairs, Cor	nfortable.		***************************************		
***************************************		Swivel, Durable, h			~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~				NU.
	20 Units	With	armres	t					
***************************************	05 Units	Withou	ıt armre	st	V 004V/W		**************************************		
					******	*****		····	
		NB: All Documents to be h	and del	ivered into	the Tender				
		Box	Only						
· - 1 \(\frac{1}{2}		Bidders must submit	DDDEE	Cortificat	o iocupad				
2 9		by verification Agenc							
-		or a Registered Aud					***************************************		
THE PROPERTY OF THE PARTY OF TH		Original/Certified Tax Class							_
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			CIBD						
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		TRAMILLA I							
		***************************************							1
		070000VL							
VALUE AD	L LAV A	450/ /Only (\$3(473())							
		15% (Only if VAT Vendor) ICE (VALIDITY PERIOD 60	Dos-1						
TOTAL QU	JIAHUN FA	ICE (VALIDITY PERIOD 60	Days)		****				
Door Thin C	ffor Comply	Alith The Checification?			he Article	Conform To	The S.A.N.S. / S	S.A.B.S.	
Is The Price		With The Specification?			pecification?	e.g., 1day, 1we	ak		
4				151010 1501	roig i onou, '	o.g., ruay, rwe	<i>y</i> n	l	
Enquirles re	garding the	quote may be directed to:			Enquiries r	egarding <u>techr</u>	nical information may	be directed	to:
	Kamanana Bayanan	ye Mthlyane Tel: 031.	Charleton Service	2					
E-Mail Addre	ss: Simphiy	e.Mthiyane@kznhealth.gov	,za	monini	Contact Per	son: [Mr.,Elwin,	RobsonTel:;º	31 714 3761	

Chair: operator



PHC-F-002 Chair: operator, high back Operator mesh back chair. Use For use by clinicians. Durable, comfortable seating. No arms. Height-adjustable, swivel and tilt. Adequate support for good posture, suitable for prolonged use during working hours. Castor-mounted on 5-star base. Allows maximum mobility of the user. Mesh back prevents heat build-up and discomfort in warm environments. Accessories or Related None.	Catalogue Number	Item Name	Available on Transversal Contract	Contract Number or Code
Use For use by clinicians. Durable, comfortable seating. No arms. Height-adjustable, swivel and tilt. Adequate support for good posture, suitable for prolonged use during working hours. Specifications Castor-mounted on 5-star base. Allows maximum mobility of the user. Mesh back prevents heat build-up and discomfort in warm environments. Accessories or Related Name	PHC-F-002	Chair: operator, high back	No	
Durable, comfortable seating. No arms. Height-adjustable, swivel and tilt. Adequate support for good posture, suitable for prolonged use during working hours. Castor-mounted on 5-star base. Allows maximum mobility of the user. Mesh back prevents heat build-up and discomfort in warm environments. Accessories or Related	Description	Operator mesh back	chair.	
Durable, comfortable seating. No arms. Height-adjustable, swivel and tilt. Adequate support for good posture, suitable for prolonged use during working hours. Castor-mounted on 5-star base. Allows maximum mobility of the user. Mesh back prevents heat build-up and discomfort in warm environments. Accessories or Related	Use			
None		Durable, comfortable Adequate support for Castor-mounted on	e seating. No arms. Height-adjustable or good posture, suitable for prolonge 5-star base. Allows maximum mobilit	e, swivel and tilt. d use during working hours. sy of the user.
Consumables	Accessories or Relate Consumables	ed None.		
Care Standard cleaning and disinfection.	Care	Standard cleaning a	nd disinfection.	

5 years on frame and back.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
- 2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

	Description of services, works or goods	Stipulated minimum threshold
	Design of the second se	%
	A	6/0
		%
3.	Does any portion of the goods or services of have any imported content? (Tick applicable box)	offered

YES NO

3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

	\$ 1.0 m 1.0
Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	i van de la company de la comp

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION (REFER TO ANNEX B OF SATS 1286;2011)

LEG/ EXE(AL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER ALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY CUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESP DISE CORPORATION, PARTNERSHIP OR INDIVIDUAL)	THE CHIEF					
IN RI	ESPECT OF BID NO.	•					
ISSU	DED BY:						
NΒ		The state of the s					
1	The obligation to complete, duly sign and submit this declaration transferred to an external authorized representative, auditor or any other acting on behalf of the bidder.	ner third party					
2	Guidance on the Calculation of Local Content together with L Declaration Templates (Annex C, D and E) is ac http://www.thedti.gov.za/industrial development/ip.isp . Bidders should Declaration D. After completing Declaration D, bidders should comple E and then consolidate the information on Declaration C. Declaration submitted with the bid documentation at the closing date and time order to substantiate the declaration made in paragraph (c) below D and E should be kept by the bidders for verification purposes for least 5 years. The successful bidder is required to continuously update C, D and E with the actual values for the duration of the contract.	cessible on first complete te Declaration C should be of the bid in Declarations a period of at a Declarations					
do h	e undersigned,ereby declare, in my capacity as(na y), the following:						
(a)	The facts contained herein are within my own personal knowledge.						
	I have satisfied myself that: (i) the goods/services/works to be delivered in terms of the above comply with the minimum local content requirements as specificand as measured in terms of SATS 1286:2011; and The local content percentage (%) indicated below has been calculated.	led in the bid,					
(c)	formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:						
Bio	d price, excluding VAT (y)	R					
lm	ported content (x), as calculated in terms of SATS 1286:2011	R					
	pulated minimum threshold for local content (paragraph 3 above)						
Lo	cal content %, as calculated in terms of SATS 1286:2011						

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3,1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE;	
WITNESS No. 1	DATE:
WITNESS No. 2	DATE:

	excluded ons							Total Imported content	(C19)				2	₃ -		앮	82		
	Note: VAT to be excluded from all calculations						Temiler summary	Total exempted imported	(C18)					ĸ	ጸ	orted content	(C24) Total local content	nt% of tender	
	N L						Temer	Total tender value	(C17)				ĸ	(C21) Total Exempt Imported content	(C22) Total Tender value net of exempt imported content	(C23) Total Imported content	(C24) Total	(C25) Average local content % of tender	
					ľ			Tender Oty	(0.76)	**************************************			der value	Exempt Impo	exempt impo			(C25) Avera	
गाह								Local content % (por item)	(C15)				(C20) Total tender value	(C21) Total	value net of				
mary Sche					r	<u>유</u>	intent	70	(C14)				<u> </u>		otal Tender				
ation - Sum					4,5,0		Calculation of local content	importo d'value	(673)			necessary of the same			(C22) T				
Local Content Declaration - Summary Schedule					ļ.	<u></u>	ionieino.	Tender value-net of exempted imported	content (C12)										
O legol			•					Exempted Imported value	(577)				,					•	
	٠					Pula		Tender prize	(0,10)					日本			,		
		fion:	nduct(s)		ly name:	ge Rafe:	content%	Listefitems	(62)					Signature of tenderer from Annex B				,	
	Tender No.	Tender description:	Designated product(s)	Tender Authority:	Tendering Entity name:	Tender Exchange Rate:	Specified local content %	Tendor item no's	(80)					Signature of i				Dafe:	
	\	3	<u>(3</u>	3	(3)	(39)	(33)				 	 		- W.W.					
	• • • • • • • • • • • • • • • • • • • •					·					 	 							

SATS 1286,2011

Annex E

Tender No. Tender No. Tender description Tender Authority Terriduling Entity normal Verify Terriduling Entity normali		# #2,311C/\ 1_		
Finder No. Notes VAT to be excluded from all calculations	igral (
Tender description Tender		outeur pacienation-supporting	Schedule to Annex C	
Let Local suppliers Local suppliers Value Works (Gonots, Services and Works) (EG) (EV) (ES)	(E2) Tender description: (E3) Designated products:		Notes VAT to be excluded fro	n all calculations
Continued Replication Description of items purchased Local suppliers Value				
(E3) Total local products (Goods, Services and Works) (E10) Ivanpower costs (Tenderer's manpower cost) (E11) Factory overheads (Rental, depreciation & amortisation, utility costs, consumables etc.) (E12) Administration excerneads in markeys (Marketing, Insurance, financing, Interest etc.) (E43) Total local content 10's total must correspond with Annex C - C24 Standitive of tenderer from Annex B	(Goods, Services and		Local suppliers	Value
(E9) Total local products (Goods, Services and Works) (E10) Manhower costs (Tenderer's manpower cost) (E11) Factory overheads (Rental, depreciation & amortisation, utility costs, consumables etc.) (E12) Administration excerneads and marketing, insurance, financing, interest etc.) (E13) Yotal local content This total must correspond with Annex G - C24 Signature of tenderer from Annex B		(E6)	(E7)	(E8)
(E10) Wannower costs (Tenderer's manpower cost) (E11) Factory over treats (Rental, depreciation & amortisation, utility costs, consumables etc.) (E12) Administration over freads and markoup (Marketing, Insurance, financing, Interest etc.) (E13) Total local content This total must correspond with Annex C - C24 Signature of tenderer from Annex B	1 1 2 2 1			
(E10) Wannower costs (Tenderer's manpower cost) (E11) Factory over treats (Rental, depreciation & amortisation, utility costs, consumables etc.) (E12) Administration over freads and markoup (Marketing, Insurance, financing, Interest etc.) (E13) Total local content This total must correspond with Annex C - C24 Signature of tenderer from Annex B				
(E10) Wannower costs (Tenderer's manpower cost) (E11) Factory over treats (Rental, depreciation & amortisation, utility costs, consumables etc.) (E12) Administration over freads and markoup (Marketing, Insurance, financing, Interest etc.) (E13) Total local content This total must correspond with Annex C - C24 Signature of tenderer from Annex B				
(E10) Wannower costs (Tenderer's manpower cost) (E11) Factory over treats (Rental, depreciation & amortisation, utility costs, consumables etc.) (E12) Administration over freads and markoup (Marketing, Insurance, financing, Interest etc.) (E13) Total local content This total must correspond with Annex C - C24 Signature of tenderer from Annex B				
Factory overtreads (Rental, depreciation & amortisation, utility costs, consumables etc.) (E12)	Notes de la constante de la co	(E9) Total local product	s (Goods, Services and Works)	
(F12) Minimistration overheads and marketing insurance, financing, interest etc.) (F13) Total lotal content This total must correspond with Annex C - C24 Signature of tenderer from Annex B	(E10) Wannowercosts (Ten	deter's manpower cost)	,	
(E13) Total lotal content This total must correspond with Annex C - C24 Signature of tenderer from Annex B Date:	(Rent	al, depreciation & amortisation, utility costs, co	onsumables etc.)	
Signatura of tenderar from Annex B Date:	(E12) Administration overneads a	Minimileup (Marketing, Insurance, financi	ng, Interest etc.)	
Signature of tenderer from Annex B O Date:				i Аппек С - С 24
Date:	Signature of tenderer from Annex B			
A property of the state of the				•
	4			

BIDDER'S DISCLOSURE

1	PURPOSE	OF THE	FORM
1.	FUNFUGE	OF ITE	LOUN

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 disgualified from the bid process.

2.	BIDDER'S	DECL	ARATION
----	----------	------	---------

- 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
9		

- 2.2. Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring 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.
- 1 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. M 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 obscuritles 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 falled will not be considered.
- 3.15. All delivery costs must be included in the quoted price for delivery at the prescribed destination.
- 3.16. Only firm prices will be accepted. Such prices must remain firm for the contract period. Non-firm prices (including rates of exchange variations) will not be considered.
- 3.17. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.18. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered.
- 3.19. Verification will be conducted to identify if bidders have multiple companies and are cover-quoting for this bid.
- 3.20. In such instances, the Department reserves the right to immediately disqualify such bidders as cover-quoting is an offence that represents both corruption and acquisition fraud.

4. SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF THIS QUOTATION.

- 4.1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
- 4.2. Under no circumstances whatsoever may the quotation/bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
- 4.3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
- 4.4. Quotations submitted must be complete in all respects. However, where it is identified that information in a bidder's response, which does not affect the preference points or price, is incomplete in any respect, the said supplier meets all specification requirements and scores the highest points in terms of preference points and price, the Department reserves the right to request the bidder to complete/submit such information.
- 4.5. Any alteration made by the bidder must be initialled; failure to do so may render the response invalid.
- 4.6. Use of correcting fluid is prohibited and may render the response invalid.
- 4.7. Quotations will be opened in public as soon as practicable after the closing time of quotation.
- 4.8. Where practical, prices are made public at the time of opening quotations.
- 4.9 If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

4.10. The Department is under no obligation to pay suppliers in part for work done if the supplier can no longer for fulfil their obligation.

5. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS

- Quotation shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the 5,1. directives in the quotation documents.
- Each quotation shall be addressed in accordance with the directives in the quotation documents and shall be lodged in a separate 5.2. 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.
- All quotations received in sealed envelopes with the relevant quotation numbers on the envelopes are kept unopened in safe custody 5.3. 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.
- No quotation/bid sent through the post will be considered if it is received after the closing date and time stipulated in the quotation 5.5. 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.

SAMPLES 6.

- In the case of the quote document stipulating that samples are required, the supplier will be informed in due course when samples 6.1. 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.
- If a company/s who has not won the quote requires their samples, they must advise the institution in writing of such.
- If samples are not collected within three months of close of quote the institution reserves the right to dispose of them at their discretion. (ii)

6.2. Samples must be made available when requested in writing or if stipulated on the document.

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 (i) 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:

8. STATEMENT OF SUPPLIES AND SERVICES

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.

SUBMISSION AND COMPLETION OF SBD 6.1 9.

Should a bidder wish to qualify for preference points they must complete a SBD 6.1 document. Failure by a bidder to provide all 9.1: 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. 4 746 4

10. TAX COMPLIANCE REQUIREMENTS

- 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 10.1. the institution to validate the tax compliance status of the supplier.
- 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.º 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. THE DEPARTMENT RESERVES THE RIGHT TO PASS OVER ANY QUOTATION WHICH FAILS TO COMPLY WITH THE ABOVE,

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

Ps

Points scored for price of bid under consideration

Ρŧ

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:

-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	DECL	ΔR	ATI	ÔΝ

- Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following: 5.1
- B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1 6.
- 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

	ARTON COMMENSATION OF THE PROPERTY OF THE PROP	to de
YES	NO	
A CONTRACTOR AND A STATE OF THE ASSESSMENT		102112

- 7.1 Will any portion of the contract be sub-contracted?
- 7.1.1 If yes, indicate:

8.

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- 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 NO Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
Black people	ν	
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				
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 c 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 make the 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.			
ı				
,	WITNESSES SIGNATURE(S) OF BIDDERS(S)			
	1			
	DATE:			
1	2			