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AdvertQuote



KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

Quotation Advert

Opening Date: 2022-07-15

Closing Date: 2022-07-21

Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: Mseleni hospital

Province: KwaZulu-Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required Mseleni Hospital

Date Submitted: 2022-07-15

ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ:
MSH145/22-23-H

Item Category: Services

Item Description: PEST CONTROL SERVICES TO ALL CLINICS AND MSELENI HOSPITAL

Quantity (if supplies): 12 MONTHS CONTRACT

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Select...

Date:

Time:

Venue:

QUOTES CAN BE COLLECTED FROM: WEBSITE

QUOTES SHOULD BE DELIVERED TO: TENDER BOX AT MSELENI HOSPITAL NEXT TO SWITCH BOARD
OPERATOR /035 574 1003

ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name: NOZIPHO NDLOVU

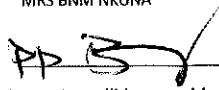
Email: mselenihospital.finance@gmail.com

Contact Number: 035-574 1004 EXT 1076

Finance Manager Name:

MRS BNM NKUNA

Finance Manager Signature:



No late quotes will be considered



Postal Address: P.O. Sibhayi, Sibhayi, 3967
Physical Address: Mseleeni Hospital
Tel: 035 574 1004 Fax: 035 574 1559
Email address: bhekinkosi.gumede@kznhealth.gov.za

Enquiries: Mr. Gumede B.B
Extension: 1093

SPECIFICATION DOCUMENT OF PEST CONTROL FOR MSELENI HOSPITAL

1. SERVICE

The successful contractor will be responsible for the eradication of rats, cockroaches, lice, bed bugs, fish months, all types of ants, months, larvae, beet and all types of insects in the wards, gateway, clinics, all residence, ICDM, and the entire hospital buildings offices etc.

2. SERVICE REQUIRED

- 2.1 A full treatment of all areas to be carried once a month for the period given
- 2.2 All servicing to be carried out during normal working hours with the least inconvenient to all patients and staff.
- 2.3 Chemicals utilized and applied by contractor shall comply with accepted practices and in accordance with any act or law.
- 2.4 Odourless chemicals are to be used in areas where the public patients and staff have daily access.
- 2.5 In areas where strong chemicals are recommended, authority must be obtained from the officer in-charge of that department, Maintenance Manager, Infection Control and health and Safety Officer.

NB: Contractors must provide proof of registration as the Pest Control Operator.

CONDITION OF CONTRACT

1. NOTE TO TENDERS

1.1 SCOPE OF CONTRACT

This tender is for eradication and control of all pest and vermin (Cockroaches, rats, ants, mice, moth larvae, fish moth etc.). Fumigation must be done in the entire facility including sewerage systems and drains.

NB: THE COMPANY MUST BE TRAINED BY (PCSIB), PEST CONTROL SERVICE INDUSTRIAL BOARD.

THE COMPANY MUST BE REGISTERED WITH (SAPCA), SOUTH AFRICA PEST CONTROL ASSOCIATION.

1.2 PERIOD OF CONTRACT



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This service agreement is for 12 months (1 year) period.

Work shall be completed monthly.

1.3 SITE

Premises/ Facilities/Buildings at Mseleni hospital.

1.4 RESPONSIBILITIES

Task, duties and responsibilities have been set out in accordance with institutional housekeeping policies and procedures. You will be required to perform duties in the technical specification assigned to yourself.

1.5 LIASON

In the performance of duties, service provider will be responsible to the Head of Institution (C.E.O) and required to interface and liaise with management, Maintenance Supervisor, Infection Control, Systems Management, Occupational health and Safety Personnel.

1.6 WORKING HOURS

The contractor shall make an annual schedule and if not adhered to the schedule to inform the hospital of deviation with the plan to rectify within the period of 3 days.

Contractor will be required to work regular shifts (7am to 4pm). Additional working hours may be required for pressing work as determined by individual circumstances. No works shall commence before 5a.m. and after 6p.m. the hospital is not liable for overtime of payments.

1.7 SERVICE GUARANTEE

If in four (4) weeks after the service was carried out, re-infestation of any type of pest becomes apparent, the contractor will be required to provide an immediate re-service in the specified infested area at no cost.

This is for workmanship guarantee and not financial guarantee.

1.8 PENALTY FOR NON-COMPLETION

No payment will be made to the contractor when failed to complete the work. It will also negatively affect appointments.



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PART 2

TECHNICAL SPECIFICATION

2. COMPLIANCE WITH REGULATIONS AND STANDARD SPECIFICATIONS

2.1 The contractor shall ensure that pesticides used must comply with the Fertilizer's, Farm feeds and Agricultural Remedies Act 36 of 1947

2.2 All applications, handling and storage shall be in accordance with SANS or SANS code of practice.

2.3 The contractor shall be member of South African Pest Control Association.

PEST CONTROL REGISTER FOR HOSPITAL AND RESIDENTS ~~2018~~ 2022

DATE	BUILD NO.	DEPARTMENT	PERSON IN CHARGE	SIGNATURE
		<ul style="list-style-type: none"> Main gate guard room 		
		<ul style="list-style-type: none"> Patient shelter 		
		<ul style="list-style-type: none"> Gateway clinic 		
		<ul style="list-style-type: none"> Occupational Therapy 		
		<ul style="list-style-type: none"> Government vehicles garages x25 		
		WELLNESS CENTRE		
		<ul style="list-style-type: none"> Health and Safety 		
		<ul style="list-style-type: none"> <u>EAP</u> 		
		<ul style="list-style-type: none"> Wellness clinic waiting area 		
		<ul style="list-style-type: none"> Consultation room 		



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		<u>ADMINISTRATION</u> <u>PARK HOME 1</u>		
		• 05 ADMIN OFFICES		
		• Waiting area		
		• kitchen		
		• Toilet		
		• Storage area		
		<u>PARKHOME NO.2</u>		
		• 05 Admin offices		
		• Waiting area		
		• kitchen		
		• Toilet		
		• Storage area		
		<u>PARKHOME 20</u>		
		• 03 ADMIN OFFICES		
		<u>ICDM</u>		
		• Reception		
		• Counsellors		
		• Priority programme coordinator		
		• ARV and TB co coordinator		
		• Mentors		



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		• Ablutions		
		• Coughing area		
		• Counselling room		
		• Consulting rooms (04)		
		• Procedure and treatment rooms		
		• Seminar rooms		
		• Dispensary		
		<u>SOCIAL SERVICES</u>		
		<u>PARKHOME</u>		
		• 4 OFFICES		
		• Waiting area		
		• Toilet		
		<u>STAFF CLINIC PARKHOME</u>		
		• 3 Offices		
		• Waiting area		
		• Toilet		
		<u>RESIDENTS</u>		
		• Flat A1 to A12		
		• Flat B1 to B12		
		• Park home 1, 2, 3, 4, 5, 6, 7, 8, 9 and 11		
		• House B44 and 45		



DIRECTORATE:

MSELENI HOSPITAL

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		<ul style="list-style-type: none"> House 37 and 38 		
		<ul style="list-style-type: none"> House 17, 28, 29 and 49 		
		<ul style="list-style-type: none"> House 31A and 31B 		
		<ul style="list-style-type: none"> House 20; 21 and 22 		
		<ul style="list-style-type: none"> House 23, 24, 25, 46, 47 and 48 		
		FABHOUSE		
		<ul style="list-style-type: none"> 9 Rooms 		
		<ul style="list-style-type: none"> Kitchen 		
		<ul style="list-style-type: none"> 3 toilets 		
		<u>MAINTANANCE STANDBY ROOM</u>		
		<ul style="list-style-type: none"> BEDROOM 		
		<ul style="list-style-type: none"> Toilet 		
		<u>LONGHOUSE</u>		
		<ul style="list-style-type: none"> 8 Rooms 		
		<ul style="list-style-type: none"> 2Kitchen 		
		<ul style="list-style-type: none"> 2 Toilet 		
		COMMUNITY PARKHOME		
		ANM OFFICES		
		SCHOOL HEALTH		
		PHC OFFICES		



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		CONTROL OFFICES		
		NURSING SCHOOL		
		FEMALE MEDICAL WARD		
		DIRTY LINEN ROOM		
		<ul style="list-style-type: none"> • Nursing station 		
		<ul style="list-style-type: none"> • Seclusion room 		
		<ul style="list-style-type: none"> • Sisters office 		
		<ul style="list-style-type: none"> • Dressing room 		
		<ul style="list-style-type: none"> • Staff room 		
		<ul style="list-style-type: none"> • Staff toilet 		
		<ul style="list-style-type: none"> • Store room 		
		<ul style="list-style-type: none"> • Kit room 		
		<ul style="list-style-type: none"> • Kitchen 		
		<ul style="list-style-type: none"> • Sluice 		
		<ul style="list-style-type: none"> • Ablutions and baths 		
	A	<u>PEADIATRIC WARD</u>		
		<ul style="list-style-type: none"> • Resuscitation room 		
		<ul style="list-style-type: none"> • Duty room 		
		<ul style="list-style-type: none"> • Main ward 		
		<ul style="list-style-type: none"> • Store room 		
		<ul style="list-style-type: none"> • Sluice room 		
		<ul style="list-style-type: none"> • Bath & ablutions 		



Address: P.O. Sibhayi, Sibhayi 3967
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Enquiries: Mr. Gumede B.B
 Extension: 1093

		<ul style="list-style-type: none"> • 7 Beds 		
	B	<ul style="list-style-type: none"> • 8Beds 		
		<ul style="list-style-type: none"> • Shower & toilets 		
		<ul style="list-style-type: none"> • Store room 		
		<ul style="list-style-type: none"> • Sluice room 		
		<ul style="list-style-type: none"> • Main ward 		
		<ul style="list-style-type: none"> • Bath & ablutions 		
	C	<ul style="list-style-type: none"> • 7Beds 		
		<ul style="list-style-type: none"> • Main ward 		
		<ul style="list-style-type: none"> • Kitchen 		
		<ul style="list-style-type: none"> • Nursing station 		
		MALE WARD		
		<ul style="list-style-type: none"> • WARD A & B 		
		<ul style="list-style-type: none"> • TB WARD 		
		<ul style="list-style-type: none"> • Isolation ward 		
		<ul style="list-style-type: none"> • kitchen 		
		<ul style="list-style-type: none"> • Dressing room 		
		<ul style="list-style-type: none"> • Managers office 		
		<ul style="list-style-type: none"> • Sluice room 		
		<ul style="list-style-type: none"> • Bathroom & shower 		
		STEP DOWN		
		<ul style="list-style-type: none"> • Ward A & B 		



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DIRECTORATE:
MSELENI HOSPITAL

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Extension: 1093

		• Bath & shower		
		• Sluice		
		• 14 Beds		
		• Nursing station		
		• Kitchen		
		• Office		
		<u>FEMALE WARD</u>		
		• Beds 48		
		• Side ward 2		
		• Seclusion 2		
		• Female isolation		
		• Linen room 1		
		• Waiting area 2		
		• 1 Counselling room		
		• 1 Sister in charge office		
		• 1 ward office		
		• 2 Disable shower		
		• 1 Storeroom cleaner		
		<u>FEMALE SURGICAL</u>		
		• 1Kitchen		
		• 1 Storeroom		



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		• 1 Staff office		
		• 1 Gynaecology ward		
		• Orthopeadic A & B		
		• 1 Surgical		
		• 1 Kitchen		
		• 1 Treatment room		
		• 1 Sluice		
		• 2 Toilet & shower		
		• Waiting area		
		<u>GATEWAY CLINIC</u>		
		• 4 Consulting room		
		• 1 Duty room		
		• Waiting area		
		• 1 Resuscitation		
		• 1 Counselling room		
		• 1 Treatment room		
		• 2 Storeroom		
		• 4 Toilet		
		• 1 Ultrasound room		
		THERAPY		
		• 5 Storeroom		
		• Waiting area		



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		• 6 Toilet		
		• 1 Staff room		
		• 15 Rooms		
		MATERNITY WARD		
		• 1 Pre labour		
		• 1 Labour room		
		• 1 Nursery room		
		• 1 Critical room		
		• 1 Scissor ward		
		• 1 Baby bath		
		• 3 Store room		
		• 6 Wards		
		• 2 Waiting area		
		• 1 Milk kitchen		
		• 2 Kitchen		
		• 1 Duty room		
		• 2 Side ward		
		• 1 Staff office		
		• 4 Sluice		
		• 10 Toilets		
		KWAZIHAMBI		
		• 4 Rooms		



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		<ul style="list-style-type: none"> • 2 Toilets 		
		EMS PARKHOME		
		<u>LAUNDRY</u>		
		<ul style="list-style-type: none"> • Office 		
		<ul style="list-style-type: none"> • Store room 		
		<ul style="list-style-type: none"> • Clean equipment exit office 		
		<ul style="list-style-type: none"> • Ironing & sorting area 		
		<ul style="list-style-type: none"> • Upstairs passage 		
		<ul style="list-style-type: none"> • Sewing office 		
		<ul style="list-style-type: none"> • Staff resting area 		
		<ul style="list-style-type: none"> • Store room 		
		<ul style="list-style-type: none"> • Staff ablutions male & female 		
		<ul style="list-style-type: none"> • Mortuary 		
		<ul style="list-style-type: none"> • Plant rooms 		
		STORES		
		<ul style="list-style-type: none"> • Main receiving area 		
		<ul style="list-style-type: none"> • Storage area 		
		<ul style="list-style-type: none"> • 4 Offices 		
		MEDICAL WASTE AREA		
		GENERAL WASTE STORAGE AREA		



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		<u>MAINTANANCE</u>		
		• 2 Offices		
		• 2 Material store room		
		• 3 Artisan toolbox room storeroom		
		• 1 Workshop		
		<u>INTAKA SELF GENERATING CONTAINER</u>		
		• Plant room 1		
		• Plant room 2		
		• Plant room 3		
		• Plant room 4		
		• Plant room 5		
		• Plant room 6		
		• Plant room 7		
		• Plant room 8		
		• Plant room 9		
		• Plant room 10		
		<u>OPD</u>		
		• 1 Waiting area		
		• 6 Toilet		
		• 1 Dental		



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		• 1 Duty room		
		• 1 Pharmacy		
		• 2 Clerk office		
		• 1 Triage		
		• 4 Cubicle		
		• 1 Resuscitation		
		<u>X-RAY</u>		
		• Dark room		
		• Waiting area		
		• Dark room		
		<u>THEATRE</u>		
		• 1 Kitchen		
		• 2 Toilet		
		• 1 Corridor		
		• 2 Theatre		
		• 1 Sterile room		
		• 1 Lounge		
		• 2 Rooms		
		• 1 Recovery room		
		• 2 Change rooms		
		• 2 Layout rooms		
		SEPTIC TANK		
		• 23 Septic tank		



KWAZULU-NATAL PROVINCE

HEALTH
REPUBLIC OF SOUTH AFRICA

DIRECTORATE:

SYSTEMS

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www.kznhealth.gov.za

ESTIMATED KILOMETRES FROM MSELENI HOSPITAL TO THE VARIOUS CLINICS

YEAR 2022 TO 2023

FROM MSELENI HOSPITAL	HLUHLUWE CLINIC -115KM
FROM MSELENI HOSPITAL	NTSHONGWE CLINIC-25KM
FROM MSELENI HOSPITAL	MABIBI CLINIC-46KM
FROM MSELENI HOSPITAL	OQODWENI CLINIC-40KM
FROM MSELENI HOSPITAL	MNQOBOKAZI CLINIC -57KM
FROM MSELENI HOSPITAL	MDUKU CLINIC-74KM
FROM MSELENI HOSPITAL	EZIMPONDWENI CLINIC -67KM
FROM MSELENI HOSPITAL	MBAZWANA CLINIC -22KM
FROM MSELENI HOSPITAL	MADONELA CLINIC -70KM
FROM MSELENI HOSPITAL	MANABA CLINIC -17KM

TYPE LEVEL	DESCRIPTION	EXPENSES	COMMITMENTS	BUDGET	AVAILABLE BUDGET
I 003	GOODS AND SERVICES	0.00	0.00	10,000.00	10,000.00
I 006	EQP<R5000:KITCHEN APPLIANCES				
TOTAL	GOODS AND SERVICES	0.00	0.00	10,000.00	10,000.00
TOTAL	NO PROJECTS	0.00	0.00	10,000.00	10,000.00
TOTAL	KITCHEN APPLIANCES	0.00	0.00	10,000.00	10,000.00
TOTAL	TENTS, FLAGS & ACCESSORIES				
A 005	NO PROJECTS				
P 002	GOODS AND SERVICES	0.00	0.00	5,000.00	5,000.00
I 003	EQP<R5000:TENTS, FLAGS&ACCESS				
TOTAL	GOODS AND SERVICES	0.00	0.00	5,000.00	5,000.00
TOTAL	NO PROJECTS	0.00	0.00	5,000.00	5,000.00
TOTAL	TENTS, FLAGS & ACCESSORIES				
A 005	NO PROJECTS				
P 002	GOODS AND SERVICES	0.00	0.00	5,000.00	5,000.00
I 003	EQP<R5000:WORKSHOP EQ&TOOLS				
TOTAL	GOODS AND SERVICES	0.00	0.00	5,000.00	5,000.00
TOTAL	NO PROJECTS	0.00	0.00	5,000.00	5,000.00
TOTAL	WORKSHOP EQUIPMENT & TOOLS				
A 005	NO PROJECTS				
P 002	GOODS AND SERVICES	0.00	0.00	90,000.00	90,000.00
I 003	EQP<R5000:WORKSHOP EQ&TOOLS				
TOTAL	GOODS AND SERVICES	0.00	0.00	90,000.00	90,000.00
TOTAL	NO PROJECTS	0.00	0.00	90,000.00	90,000.00
TOTAL	WORKSHOP EQUIPMENT & TOOLS				
A 005	NO PROJECTS				
S 006	NON INFRA S/A CUR:MACHINERY&EQP				
TOTAL	NON INFRA/S/A CUR:PROPERTY PAYM				
S 005	HOSPITAL LEVEL 1 (DISTRICT HOSP)				
A 007	NO PROJECTS				
P 002	GOODS AND SERVICES	0.00	0.00	15,000.00	15,000.00
I 003	E/P:FIREFIGHTING/PROTECTION SERV				
I 005	E/P:PEST CNTRL/FUMIGATION SER	7,500.00	5,000.00	30,000.00	17,500.00
I 005	E/P:SAFEGUARD&SECURITY	1,293,385.27	4,302,713.86	4,000,000.00	1,596,099.13-
I 005	E/P:WATER	703,882.29	1,796,117.71	1,800,000.00	700,000.00-
I 006	E/P:ELECTRICITY	721,637.67	4,278,362.33	4,000,000.00	1,000,000.00-
I 006	E/P:SEWERAGE	7,360.00	0.00	15,000.00	7,640.00
I 006	E/P:WASTE/REFUSE REMOVAL	17,212.80	57,524.80	60,000.00	14,737.60-
TOTAL	GOODS AND SERVICES	7,500.00	10,439,718.70	9,920,000.00	3,270,696.73-
TOTAL	NO PROJECTS	0.00	10,439,718.70	9,920,000.00	3,270,696.73-
TOTAL	HOSPITAL LEVEL 1 (DISTRICT HOSP)				
A 007	NON INFRA/ST ALONE:PROPERTY PAYM				
S 005	NON INFRA MAINT&REP:OTH MACH&EQP				
A 005	DOMESTIC EQUIPMENT				
P 002	NO PROJECTS				

GENERAL CONDITIONS OF CONTRACT

1. AMENDMENT OF CONTRACT

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

2. CHANGE OF ADDRESS

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

3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

- 3.1. The Department is under no obligation to accept the lowest or any quote.
- 3.2. The Department reserves the right to communicate in writing with vendors in cases where information is incomplete or where there are obscurities regarding technical aspects of the offer, to obtain confirmation of prices or preference claims in cases where it is evident that a typing, written, transfer or unit error has been made, to investigate the vendor's standing and ability to complete the supply/service satisfactorily.
- 3.3. **ALL DECISIONS TAKEN BY THE DEPARTMENT ARE FINAL, INCLUDING THE AWARD OR CANCELLATION OF THIS QUOTATION.**
- 3.4. The price quoted must include VAT (if VAT vendor).
- 3.5. Should a bidder become a VAT vendor after award or during the implementation of a contract, they may not request the VAT percentage from the Department as the service provider made an offer during the period they were not registered as a VAT vendor. The Department is only liable for any VAT from registered VAT vendors as originally stated on the quotation document.
- 3.6. The bidder must ensure the correctness & validity of the quotation:
 (i) *that the price(s), rate(s) & preference quoted cover all for the work/item (s) & accept that any mistakes regarding the price (s) & calculations will be at the bidder's risk*
 (ii) *it is the responsibility of the bidder to confirm receipt of their quotation and to keep proof thereof.*
- 3.7. The bidder must accept full responsibility for the proper execution & fulfilment of all obligations conditions devolving on under this agreement, as the Principal (s) liable for the due fulfilment of this contract.
- 3.8. This quotation will be evaluated based on the 80/20 points system, specification, correctness of information and/or functionality criteria. All required documentation must be completed in full and submitted.
- 3.9. Offers must comply strictly with the specification.
- 3.10. Only offers that meet or are greater than the specification will be considered.
- 3.11. Late offers will not be considered.
- 3.12. Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.
- 3.13. Used/ second-hand products will not be accepted.
- 3.14. A bidder not registered on the Central Suppliers Database or whose verification has failed will not be considered.
- 3.15. All delivery costs must be included in the quoted price for delivery at the prescribed destination.
- 3.16. Only firm prices will be accepted. Such prices must remain firm for the contract period. Non-firm prices (including rates of exchange variations) will not be considered.
- 3.17. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.18. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered.
- 3.19. Verification will be conducted to identify if bidders have multiple companies and are cover-quoting for this bid.
- 3.20. In such instances, the Department reserves the right to immediately disqualify such bidders as cover-quoting is an offence that represents both corruption and acquisition fraud.

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

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

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

5. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS

- 5.1. Quotation shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the quotation documents.
- 5.2. Each quotation shall be addressed in accordance with the directives in the quotation documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the quotation number and closing date indicated on the envelope. The envelope shall not contain documents relating to any quotation other than that shown on the envelope. If this provision is not complied with, such quotations/bids may be rejected as being invalid.
- 5.3. All quotations received in sealed envelopes with the relevant quotation numbers on the envelopes are kept unopened in safe custody until the closing time of the quotation/bids. Where, however, a quotation is received open, it shall be sealed. If it is received without a quotation/bid number on the envelope, it shall be opened, the quotation number ascertained, the envelope sealed and the quotation number written on the envelope.
- 5.4. A specific box is provided for the receipt of quotations, and no quotation found in any other box or elsewhere subsequent to the closing date and time of quotation will be considered.
- 5.5. No quotation/bid sent through the post will be considered if it is received after the closing date and time stipulated in the quotation documentation, and proof of posting will not be accepted as proof of delivery.
- 5.6. Quotation documents must not be included in packages containing samples. Such quotations may be rejected as being invalid.

6. SAMPLES

- 6.1. In the case of the quote document stipulating that samples are required, the supplier will be informed in due course when samples should be provided to the institution. (This decreases the time of safety and storage risk that may be incurred by the respective institution). The bidders sample will be retained if such bidder wins the contract.
 - (i) If a company/s who has not won the quote requires their samples, they must advise the institution in writing of such.
 - (ii) If samples are not collected within three months of close of quote the institution reserves the right to dispose of them at their discretion.
- 6.2. **Samples must be made available when requested in writing or if stipulated on the document.**
 - (i) If a Bidder fails to provide a sample of their product on offer for scrutiny against the set specification when requested, their offer will be rejected. All testing will be for the account of the bidder.

7. COMPULSORY SITE INSPECTION / BRIEFING SESSION

7.1. Bidders who fail to attend the compulsory meeting will be disqualified from the evaluation process.

- (i) The institution has determined that a compulsory site meeting take place
- (ii) Date ____/____/____ Time ____:____ Place _____

Institution Stamp:	Institution Site Inspection / briefing session Official
	Full Name:
	Signature:
	Date:

8. STATEMENT OF SUPPLIES AND SERVICES

8.1. The contractor shall, when requested to do so, furnish particulars of supplies delivered or services executed. If he/she fails to do so, the Department may, without prejudice to any other rights which it may have, institute inquiries at the expense of the contractor to obtain the required particulars.

9. SUBMISSION AND COMPLETION OF SBD 6.1

9.1. Should a bidder wish to qualify for preference points they must complete a SBD 6.1 document. Failure by a bidder to provide all relevant information required, will result in such a bidder not being considered for preference point's allocation. The preferences applicable on the closing date will be utilized. Any changes after the closing date will not be considered for that particular quote.

10. TAX COMPLIANCE REQUIREMENTS

- 10.1. In the event that the tax compliance status has failed on CSD, **it is the suppliers' responsibility to provide a SARS pin in order for the institution to validate the tax compliance status of the supplier.**
- 10.2. In the event that the institution cannot validate the suppliers' tax clearance on SARS as well as the Central Suppliers Database, **the quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.**

11. TAX INVOICE

11.1. A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:

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

12. PATENT RIGHTS

The supplier shall indemnify the **KZN Department of Health** (hereafter known as the purchaser) against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

13. PENALTIES

- 13.1. If at any time during the contract period, the service provider is unable to perform in a timely manner, the service provider must notify the institution in writing/email of the cause of and the duration of the delay. Upon receipt of the notification, the institution should evaluate the circumstances and, if deemed necessary, the institution may extend the service provider's time for performance.
- 13.2. In the event of delayed performance that extends beyond the delivery period, the institution is entitled to purchase commodities of a similar quantity and quality as a substitution for the outstanding commodities, without terminating the contract, as well as return commodities delivered at a later stage at the service provider's expense.
- 13.3. Alternatively, the institution may elect to terminate the contract and procure the necessary commodities in order to complete the contract. In the event that the contract is terminated the institution may claim damages from the service provider in the form of a penalty. The service provider's performance should be captured on the service provider database in order to determine whether or not the service provider should be awarded any contracts in the future.
- 13.4. If the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance.

14. TERMINATION FOR DEFAULT

- 14.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (i) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract,
 - (ii) if the supplier fails to perform any other obligation(s) under the contract; or
 - (iii) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 14.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services.
- 14.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

15. THE DEPARTMENT RESERVES THE RIGHT TO PASS OVER ANY QUOTATION WHICH FAILS TO COMPLY WITH THE ABOVE.

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

This preference form must form part of all quotes invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all quotes:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

1.2 The value of this quote is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Points for this quote shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this quote is allocated as follows:

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the quote, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a quote is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

- 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
applicable box)

(Tick

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

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

7.1.1 If yes, indicate:

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

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

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. **DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 **TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]**

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....
.....

9.6 **COMPANY CLASSIFICATION [TICK APPLICABLE BOX]**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

9.7 Total number of years the company/firm has been in business:.....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS.....</p> <p>.....</p> <p>.....</p>
