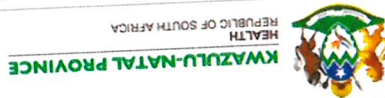




KZN Health Intranet

AdvertQuote



Quotation Advert

INSTITUTION DETAILS

Opening Date: 2022-06-07
 Closing Date: 2022-06-23
 Closing Time: 11:00

INSTITUTION NAME:

St Andrews hospital

Province:

Kwazulu-Natal

Department or Entity:

Department of Health

Division or section:

Central Supply Chain Management

Place where goods / services is required

ST ANDREWS HOSPITAL

Date Submitted

2022-06-07

ITEM CATEGORY AND DETAILS

ZNO: SAH-765

Quotation Number:

Services

Item Category:

REPAIR SEWER

Item Description:

Quantity (if supplies)

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Compulsory Briefing Session

Date :

2022-06-15

Time:

11H00

Venue:

WEBSITE

QUOTES CAN BE COLLECTED FROM:

ST ANDREWS HOSPITAL TENDER BOX NEXT TO BOTTOM SECURITY GATE

QUOTES SHOULD BE DELIVERED TO:

ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name: MS B. MNOMIYA

Email:

Standrews.Quotations@kznhealth.gov.za

Contact Number:

039-4331955

Finance Manager Name:

MR N. MDINGI

Finance Manager Signature:

No late quotes will be considered

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-BBEE]

YES NO

NAME OF BIDDER
POSTAL ADDRESS
STREET ADDRESS
TELEPHONE NUMBER
CELLPHONE NUMBER
E-MAIL ADDRESS
VAT REGISTRATION NUMBER (if VAT vendor)

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR QUOTE BEING DISQUALIFIED)

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 quote box is open from 08:00 to 15:30.

Bidders should ensure that quotes are delivered timely to the correct address. If the quote is late, it will not be accepted for consideration.

Standards.Quotations@kznhealth.gov.za
DEPOSIT IN THE TENDER BOX SITUATED IN THE MAIN SECURITY GATE OR TO EMAIL:
DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS)

UNIQUE REGISTRATION REFERENCE

CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO.

CONTRACT PERIOD: ONCE OFF (if applicable)
VALIDITY PERIOD 60 Days
SARS PIN

DESCRIPTION: EMERGENCY REPAIR SEWER LINE DIVERTING SEWERLINE

QUOTE NUMBER: SAH: 765/22/23

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: ST ANDREWS HOSPITAL
DATE ADVERTISED: 07/06/2022 CLOSING DATE: 23/06/2022 CLOSING TIME: 11:00
FACSIMILE NUMBER: 039 433 1955 E-MAIL ADDRESS: Standards.Quotations@kznhealth.gov.za
PHYSICAL ADDRESS: 14 MOODIE STREET HARDING

STANDARD QUOTE DOCUMENTATION OVER R30 000.00

Enquiries regarding the quote may be directed to: Contact Person: MR N MBUTHUMA Tel: 039-4331955 E-Mail Address: Standrews.Quotations@kznhealth.gov.za	Enquiries regarding technical information may be directed to: Contact Person: Tel:
---	--

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

Item No	Quantity	Description	Brand & model	Country of manufacture	Price
		KINDLY QUOTE TO SUPPLY AND REPAIR THE FOLLOWING:			
		EMERGENCY REPAIR SEWER LINE DIVERTING SEWERLINE			
		NB: SPECIFICATION IS ATTACHED			
		ENSURE THAT THE FOLLOWING DOCUMENTS ARE SUBMITTED TOGETHER WITH THE QUOTATION			
		1. LATEST CSD SUMMARY REPORT			
		2. VALID BBBEE CERTIFICATE			
		3. VALID SARS PIN			
		NB: STRICTLY COMPLY WITH THE DELIVERY PERIOD			
		VALUE ADDED TAX @ 15% (Only if VAT Vendor)			
		TOTAL QUOTATION PRICE (VALIDITY PERIOD 60 Days)			

OFFICIAL PRICE PAGE FOR QUOTATIONS OVER R30 000
 QUOTE NUMBER: SAH:765/22/23

DESCRIPTION: EMERGENCY REPAIR SEWER LINE DIVERTING SEWERLINE

SIGNATURE OF BIDDER:
 [By signing this document, I hereby agree to all terms and conditions]

DATE:

CAPACITY UNDER WHICH THIS QUOTE IS SIGNED:

No	Description	Unit	Qty	Rate	Amount
	ST ANDREW HOSPITAL				
	REPLACE SEWER LINE				
	BILL NO 1				
	EXTERNAL WORKS				
	SITE WORKS				
	DEMOLITIONS, ETC.				
	Note: All headings, preambles, notes and full descriptions etc. included in the previous bills apply equally to this Bill where relevant.				
	Excavate for and break up and remove:				
	Excavate for, locate and remove 110mm or 150mm diameter sewer pipe in ground exceeding 1m deep and not exceeding 2m deep, and fill and ram	m	20		
	Take up and remove:				
	Cut through, break up and remove 40mm thick tarmac/dam wearing course in roadways.	m ²	4		
	Break up and remove concrete stormwater surface channel approximately 500mm wide and 100mm thick extreme, and fill and ram.	m	12		
	Take out and remove damaged/broken precast kerbing	m	2		
	Saw Cut and break up Pathway and remove rubble from site (Elsewhere Measured)	m ²	24		
	Take up manhole cover or inlet grating and frame and hand over to Employer, demolish and remove manhole not exceeding 1m deep, including brickwork, concrete slab, etc., and fill and ram	No	6		

Carried Forward to Summary (Bill No 1)

No	Description	Unit	Qty	Rate	Amount
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ST ANDREW HOSPITAL

REPLACE SEWER LINE

BILL NO 2

EARTHWORKS

EXCAVATIONS, FILLING, ETC

Excavate in soft material, including wheeling not exceeding 50 m and dumping for re-use or removal later (re-use or removal elsewhere measured)

1 Excavate for surface trenches not exceeding 1 m deep

Extra over and base excavation in soft soil material for:

Intermediate material

Risk of collapse of excavations

3 Risk of collapse to sides of trenches etc. excavations not exceeding 1,5 m deep

Keeping excavations free of water.

4 Keeping excavations, other than bulk, free from water by pumping or bailing

Filling obtained from the excavations and/or prescribed stock pile on site compacted to 93 % Mod AASHTO or 100 % Mod AASHTO in the case of sand.

5 Backfilling to trenches, bases and around foundation walls

Filling supplied by contractor, spread and levelled in layers not exceeding 300 mm deep and compacted to 93 % Mod AASHTO in case of sand (Proven Cost +10 % Mark Up)

6 Round Pipe

Cart away

7 Extra over all excavations for carting away excavated material to a dumping site to be located by the Contractor.

Carried Forward to Summary Page

No	Description	Unit Qty	Rate	Amount
	<p>ST ANDREW HOSPITAL REPLACE SEWER LINE BILL NO 3 CONCRETE, FORMWORK, AND REINFORCEMENT</p> <p>NOTE: Tenders are to allow in the rates tendered for all concrete with a compression strength equal to or greater than 20 Mpa, for all concrete testing as specified in TESTS on page SP13 of the Standard Premables to all Trades. No separate item against which any allowance for costs, in connection with the tests, has been included in this document.</p> <p>UNREINFORCED CONCRETE 20 Mpa/19mm Concrete 1 Pathways</p> <p>CONCRETE SUNDRIES</p> <p>Wood float with class U1 finish top of concrete surface bed, etc. FORMWORK CLASS F1 (ORDINARY FINISH) The soft of. 2 Slabs less than 300 mm MOVEMENT JOINTS, ETC. Apply one coat cement slurry and one coat bitumen paint to edge of concrete slab as toggle joint between abutting concrete surfaces not exceeding 300mm high. 3 Saw cut joints. 4 6mm Wide x 30mm deep saw cut in top of concrete. High tensile steel welded mesh. 5 Mesh Ref. 193</p>	<p>m3 4</p> <p>m2 25</p> <p>m 16</p> <p>m 16</p> <p>m 16</p> <p>m2 4</p>		
	Carried Forward to Summary Page (Bill No 3)			

No	Description	Unit	Qty	Rate	Amount
BILL NO 4	ST ANDREWS HOSPITAL				
	BUILDING WORKS				
	MASONRY				
	NOTE:				
	BRICKWORK IN FOUNDATIONS (PROVISIONAL)				
	Brickwork NFX bricks in 3:1 cement mortar.				
1	Half brick walls	m ²			
	-FACE BRICKWORK				
	Corobrik Montana Medium Travertine or other approved FBS facebricks with square recessed and ruled joints.				
2	Extra over ordinary brickwork for facing in stretcher bond.	m ²			

Carried Forward to Summary Page (Bill No 4)

Facility name	Unit	Qty	Rate	Amount
ST ANDREW HOSPITAL REPLACE SEWER LINE BILL NO 5 EXTERNAL PLUMBING AND DRAINAGE PLUMBING AND DRAINAGE				
Notes: Material from excavations may, if approved by the Employer, be used as backfilling to trenches, manholes, etc but if not approved then the Contractor shall allow in his rates for approved filling from on site spoil heaps. No drains, joints or connections shall in any case be covered in or encased in concrete until they have been approved by the Employer.				
STORMWATER CHANNELS Unreinforced concrete 20 Mpa in-situ stormwater channels rendered smooth all round, including excavation, formwork, etc. 1 channel. 600 x 200mm Channels with 450 x 150mm deep segmental Extra for angles, intersections, ends, dressing into sides of 2 catchpits, etc. SOIL DRAINAGE Sundries: Excavate for, locate and cut into existing 110mm UPVC pipe fit 3 new junction for 110mm pipe, fill and ram. UPVC channels: 160mm flat-round channels in bottoms of inspection chambers. 4 160mm Bend. 5 160mm Junction. Encased UPVC pipes: 150mm Pipes in and including trenches not exceeding 1m deep including encasing in 20 mpa concrete 300mm thick around pipe.				
	m	20		
	No	6		
	No	11		
	m	3		
	No	7		
	m	6		

PVC pipes:	m
160mm Pipes laid in and including trenches not exceeding 1m deep.	6
Extra over uPVC pipes for fittings:	
8 160mm Reducer.	1
10 110mm Bend.	10
10 160mm Bend.	10
11 160 x 110mm x 45° Plain Junction with inspection cover	8
GULLIES	
10mm uPVC gully complete with and including 380 x 380 x	
170mm precast concrete gully surround on 75mm Class C	
concrete base and fitted with 187mm diameter uPVC Grating.	3
110mm Cast iron to 110 mm PVC adaptor.	8
SOIL DRAIN INSPECTION CHAMBERS, MANHOLES, ETC.	
Precast concrete circular inspection chambers as described on page SP44 (covers elsewhere measured) including excavations in soft material, risk of collapse, backfilling, etc.	
Inspection chamber 1000mm diameter and not exceeding 1000mm and not exceeding 1250mm deep internally.	10
20 Mpa Concrete	3
Lid	10
Gratings, covers, etc.	
450 x 600mm x 72kg Cast iron double seal manhole cover and frame to SABS 558.	7
Plaster to vertical surfaces.	30
Sundries:	
Cutting into side of existing inspection chamber for and connecting 110mm pipe including inserting 110mm channel junction and making good concrete benching.	1

No	Description	Unit	Qty	Rate	Cost
	ST ANDREWS HOSPITAL BILL NO 6 ROAD EARTHWORKS				
	The cost of establishment of all necessary plant, equipment, etc. On site must be included in the rates - no separate item for such costs is provided in these Bills of Quantities.				
	Compaction of Surfaces:				
	Compact ground surfaces under pavings, roads, etc, including scarifying for a depth of 150mm, breaking down oversize material, adding material where necessary and compacting to a minimum CBR of 10% at 93%, or 100% Mod.AASHTO in the case of sandy material	m2	4		
	Earth filling supplied by the Contractor.				
	Selected fill (G9), cared on, spread and levelled and compacted in layers not exceeding 150mm thick to 93% Mod. AASHTO density.	m3			
	Base course constructed of filling supplied by the Contractor.				
	150mm Thick sub-base quality (G5) filling, stabilised with OPC and lime (elsewhere measured) and compacted to a minimum CBR of 370% at 95% Mod.AASHTO density.	m3	6		
	100mm Thick graded crushed stone (G2) base course, spread levelled and rolled and compacted to 98% Mod.AASHTO density in roadways.	m3	3		
	Prescribed density tests on filling.				
	5 Mod. AASHTO Density test	No	2		
	ROAD BITUMEN SURFACING				
	Bitumen road surfacing:				
	30mm Medium grade asphalt paving to parking areas, roadways, etc	m2	4		
	Bitumen prime coat at the rate of 0.7 litres per square metre.	m2	4		
	PRECAST & BRICK PAVING				
	Paving is to be laid in accordance with SABS 1200M1, SABS 1058 7 and the Concrete Masonry Associations specifications.				

No	Description	Unit	Qty	Rate	Cost
8	<p>Corobrik Maize or other approved clay brick pavers laid to basket weave pattern on and including 30mm thick screened washed river sand well watered and rolled to a true even surface, with 75 x 75mm Class 2 concrete edge fillets.</p> <p>40mm Thick chamfered edge brick paving to falls and currents, including all straight cutting and waste</p> <p>PRECAST KERBS</p> <p>Precast concrete finished smooth on exposed surfaces including bedding, cutting and pointing.</p> <p>Kerb (SABS 927 fig 6) with 45 x 125mm unreinforced concrete footing, 250 x 250mm Class C triangular concrete haunching at back of each joint and 300 x 150mm Class C infill in front with cement grouted joints, including excavation, backfill, etc.</p>	m ²	12		
9		m	2		

Bill No	Description	Amount
1	Demolition	
2	Earthworks	
3	Concrete	
4	Brickwork	
5	External Plumbing	
6	Roadwork	
	Sub Total	
	Health and Safety Fee	
	VAT	
	Sub total	
	15%	
	CARRIED FORWARD TO FORM OF OFFER	

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM
 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required where a persons are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. BIDDER'S DECLARATION
 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise, employed by the state?
 YES/NO

2.2. Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?
 YES/NO

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

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

.....
Name of Bidder

Signature

Position

Date

¹ The power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.
² Joint ventures 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.

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 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 & fulfillment of all obligations devolving on under this agreement, as the Principal (s) liable for the due fulfillment 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 products 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 initialed; 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 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.

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.

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. TAX COMPLIANCE REQUIREMENTS

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 points' 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.

9. SUBMISSION AND COMPLETION OF SBD 6.1

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.

8. STATEMENT OF SUPPLIES AND SERVICES

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

7. COMPULSORY SITE INSPECTION / BRIEFING SESSION

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.

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. SAMPLES

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.

5. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS

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

TAX INVOICE

10.3. 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.

11. 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.

12. PENALTIES

- 12.1. 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 immediately 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.
- 12.2. 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.
- 12.3. 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.
- 12.4. 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 the 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.

13. TERMINATION FOR DEFAULT

- 13.1. 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.
- 13.2. 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.
- 13.3. 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.

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

SBD 6.1
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	B-BBEE STATUS LEVEL OF CONTRIBUTOR	Total points for Price and B-BBEE must not exceed
	80		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 contributor 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;

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		

Designated Group: An EME or QSE which is at least 51% owned by:
 Preferential Procurement Regulations, 2017:
 (v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of

YES	NO
-----	----

(Tick applicable box)

i) What percentage of the contract will be subcontracted.....%

7.1.1 If yes, indicate:

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

YES	NO
-----	----

(Tick

SUB-CONTRACTING
 applicable box)

(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.

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 =(maximum of 20 points)

BID DECLARATION

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

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:

POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

Ps = Points scored for price of bid under consideration
 Pt = Price of bid under consideration
 Pmin = price of lowest acceptable bid

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

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

THE 80/20 PREFERENCE POINT SYSTEMS

POINTS AWARDED FOR PRICE

3. 3.1

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 property
- 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-BBE 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 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 BIDDER(S)
DATE:
ADDRESS: