

KZN HEALTH

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AdvertQuote

KWAZULU-NATAL PROVIN HEALTH REPUBLIC OF SOUTH AFRICA	Quotation Advert			
Opening Date:	2022-03-17			
Closing Date:	2022-03-24			
Closing Time:	11:00			
INSTITUTION DETAILS				
Institution Name:	KwaDabeka CHC			
Province:	KwaZulu-Natal			
Department or Entity:	Department of Health			
Division or section:	Central Supply Chain Management			
Place where goods / services is required	KwaDabeka CHC			
Date Submitted	2022-03-16			
ITEM CATEGORY AND DETAILS				
Quotation Number:	ZNQ: 443/21			
Item Category:	Services			
Item Description:	Supply & Delivery of Diesel for Generator for KwaDabeka CHC and 4 Clinics (KwaNdengezi Clinic, Maphephetheni Clinic, Zwelibomvu Clinic & KwaNgcołosi Clinic) - Once-Off			
Quantity (if supplies)				
COMPULSORY BRIEFING SESSION / SITE VISIT				
Select Type:	Not Applicable			
Date :	(3):			
Time:	1250			
Venue:				
QUOTES CAN BE COLLECTED FROM:	04 Khululeka Drive, KwaDabeka Township - Stores Department			
QUOTES SHOULD BE DELIVERED TO:	04 Khululeka Drive, KwaDabeka Township - Tender Box Only			
ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:				
Name:	Simphiwe Mthiyane			
Email:	N/A			
Contact Number:	031 714 3762			
Finance Manager Name:	Mrs. Zondi			
Finance Manager Signature:	(AA)			

No late quotes will be considered

STANDARD QUOTE DOCUMENTATION SUPPLY CHAIN MANAGEMENT OVER R30 000.00 YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: KwaDabeka Community Health Centre DATE ADVERTISED: 17 March 2022 CLOSING DATE: 24 March 2022 CLOSING TIME: 11:00 FACSIMILE NUMBER: N/A E-MAIL ADDRESS: N/A PHYSICAL ADDRESS: 04 Khululeka Drive, KwaDabeka Township, 3602 ZNQ NUMBER: 443/21 DESCRIPTION: Supply & Fill Diesel (50 PPM) Tanks at KwaDabeka CHC & 4 Clinics CONTRACT PERIOD. Once-off VALIDITY PERIOD 60 Days SARS PIN..... (if applicable) CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO. UNIQUE REGISTRATION REFERENCE DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS) KwaDabeka Community Health Centre 04 Khululeka Drive, KwaDabeka Township, 3602 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. ALL QUOTES MUST BE SUBMITTED ON THE OFFICIAL FORMS - (NOT TO BE RE-TYPED) 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 WILL 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)

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1)

		FOR QUOTATIONS Iy & Fill Diesel Tanks at KwaDa	ZNQ NUMBE	_{R:} 443/21 4 Clinics		
SIGNATURI	E OF BIDDEF	I hereby agree to all terms and conditions]				
CAPACITY	UNDER WHI	CH THIS QUOTE IS SIGNED				*********
Item No	Quantity	Description	Brand & model	Country of manufacture	Price	
01		Supply & Fill Diesel Tanks	model	manulacture	R	С
- 01	1000 Litre	KwaDabeka CHC				
	400 Litre	Zwelibomyu Clinic				+
	700 Litre	KwaNdengezi Clinic				+
	700 Litre	Maphephetheni Clinic				-
	400 Litre	KwaNgcolosi Clinic				
		NB: DOCUMENTS TO 8E HAND DELIVERED AT KWAI	TARFKA			\perp
		CHC - TENDER BOX ONLY		***************************************		_
						-
······································						
		Bidders must submit BBBEE Certificate iss	ued			\top
		by verification Agency accredited by SANA	S		***************************************	
		or a Registered Auditor & A Sworn Affidavi	t e			
		2. Original/Certified Tax Clearance Certificate/ SA	RS Pin			
		3. Full CSD Report				\top
····						
		15% (Only if VAT Vendor)				
TOTAL QU	JUTATION PI	RICE (VALIDITY PERIOD 60 Days)				
Does This O	Iffer Comply V	Vith The Specification? Does The Artic	cle Conform To The S /	A.N.S. / S.A.B.S. Specif	ication2	
Is The Price			Period E.G. E.G. 1day		loa(los);	
Enquiries	rogarding th	e <u>quote</u> may be directed to:				
,		End	quiries regarding tech	nical information may	be directed t	to:
	***************************************	hiwe	-	-		
E-Mail Add	_{ress} Simp	hiwe.Mthiyane@kznhealth. e Co	ntact Person: <u>IVII (IIV</u> I	gcongo _{Tel:} 0	1317.1437	12.



SYSTEMS MANAGEMENT SERVICES

P.O. BOX 371 – CLERNAVILE 3602 NO. 4 KHULULEKA DRIVE, KWADABEKA T/SHIP TEL: 0317143712, Fax no. 0317143709 Email: Cyprian Ngcongo@kznhealth.gov.za www.kznhealth.gov.za

SCOPE OF WORK

SUPPLY AND DELIVERY DIESEL, FOR THE GENERATOR AT KWADABEKA CHC FILL UP DIESEL TANK WITH (1000LT) OF DIESEL.

SECTION A

- 1. The preferred bidder will be required to provide only competent personnel to perform all duties as per scope of work.
- 2. The preferred bidder should note that Maphephetheni clinic operates during the day for seven day.
- 3. The preferred bidder should not damage property, prior arrangements should be made.
- 4. Contractor to supply and fill-up diesel tank for standby Generator with diesel
 - a) NOTE; Maintenance/ Kwadabeka chc staff will monitor filling of diesel.

- 1 All work should be completed within one day once an official order number is issued.
- 2 Contractor should sign in when on site and sign out in when leaving the site, contractor book at Building Workshop.
- 3 The contractor should note that all the offices will be occupied.
- 4 The contractor should ensure to clean all the above areas
- 5 KWADABEKA CHC Maintenance Staff will monitor contractor's progress.
- 6 The contractor must submit a detailed Safety Plan before commencing work and ensure that PRO-FORMA AGREEMENT IN TERMS OF OHSA 1993 Section 37(2).
- 7 Contractor's staff must be identifiable.
- 8 KWADABEKA CHC should not held responsible for any theft of the contractor's material or equipment.



- 9 At all times, Contractor must adhere to the Health and Safety requirements and in particular the Construction Regulations.
- 10 All workmanship and material must be guaranteed.
- 11 The contractors must not damage any equipment of fixtures within the clinic except for access.
- 12 If the Contractor failed to commence work within 14 days (including weekends and holidays) after the order has been issued, the order will be cancelled if contractor fall out the time frame.
- 13 The contractor should ensure that no rubbles dumped around the clinic from this project.
- 14 Payment will only be processed on completion of work and site handed over to the hospital, please note that completion certificate and a guarantee of workmanship certificate to be handed in after the job has been completed in order for payments to be processed.
- 15 The preferred bidder must report to kwadabeka workshop and under no circumstances where access is blocked without prior arrangements with Kwadabeka maintenance staff.



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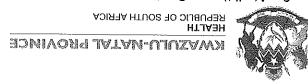
SCOPE OF WORK

SUPPLY AND DELIVERY DIESEL, FOR THE GENERATOR AT KWANDENGEZI CLINIC FILL UP DIESEL TANK WITH (700LT) OF DIESEL.

SECTION A

- 1. The preferred bidder will be required to provide only competent personnel to perform all duties as per scope of work.
- 2. The preferred bidder should note that Maphephetheni clinic operates during the day for seven day.
- 3. The preferred bidder should not damage property, prior arrangements should be made.
- 4. Contractor to supply and fill-up diesel tank for standby Generator with diesel
 - a) NOTE; Maintenance/ Kwadabeka chc staff will monitor filling of diesel.

- 1 All work should be completed within one day once an official order number is issued.
- 2 Contractor should sign in when on site and sign out in when leaving the site, contractor book at Building Workshop.
- 3 The contractor should note that all the offices will be occupied.
- 4 The contractor should ensure to clean all the above areas
- 5 KWADABEKA CHC Maintenance Staff will monitor contractor's progress.
- The contractor must submit a detailed Safety Plan before commencing work and ensure that PRO-FORMA AGREEMENT IN TERMS OF OHSA 1993 Section 37(2).
- 7 Contractor's staff must be identifiable.
- 8 KWADABEKA CHC should not held responsible for any theft of the contractor's material or equipment.



- At all times, Contractor must adhere to the Health and Safety requirements and in particular the Construction Regulations.
- 10 All workmanship and material must be guaranteed.
- The contractors must not damage any equipment of fixtures within the clinic
- except for access.

 12 If the Contractor failed to commence work within 14 days (including weekends and holidays) after the order has been issued, the order will be cancelled if
- contractor fall out the time frame.

 13 The contractor should ensure that no rubbles dumped around the clinic from this project.
- 14 Payment will only be processed on completion of work and site handed over to the hospital, please note that completion certificate and a guarantee of workmanship certificate to be handed in after the job has been completed in
- order for payments to be processed.

 15 The preferred bidder must report to kwadabeka workshop and under no circumstances where access is blocked without prior arrangements with Kwadabeka maintenance staff.



SYSTEMS MANAGEMENT SERVICES

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SCOPE OF WORK

SUPPLY AND DELIVERY DIESEL, FOR THE GENERATOR AT MAPHEPHETHENI CLINIC FILL UP DIESEL TANK WITH (700LT) OF DIESEL. SECTION A

- 1. The preferred bidder will be required to provide only competent personnel to perform all duties as per scope of work.
- 2. The preferred bidder should note that Maphephetheni clinic operates during the day for seven day.
- 3. The preferred bidder should not damage property, prior arrangements should be made.
- 4. Contractor to supply and fill-up diesel tank for standby Generator with diesel
 - a) NOTE; Maintenance/ Kwadabeka chc staff will monitor filling of diesel.

- 1 All work should be completed within one day once an official order number is issued.
- 2 Contractor should sign in when on site and sign out in when leaving the site, contractor book at Building Workshop.
- 3 The contractor should note that all the offices will be occupied.
- 4 The contractor should ensure to clean all the above areas
- 5 KWADABEKA CHC Maintenance Staff will monitor contractor's progress.
- 6 The contractor must submit a detailed Safety Plan before commencing work and ensure that PRO-FORMA AGREEMENT IN TERMS OF OHSA 1993 – Section 37(2).
- 7 Contractor's staff must be identifiable.
- 8 KWADABEKA CHC should not held responsible for any theft of the contractor's material or equipment.



- At all times, Contractor must adhere to the Health and Safety requirements and in particular the Construction Regulations.
- 10 All workmanship and material must be guaranteed.
- 11 The contractors must not damage any equipment of fixtures within the clinic except for access.
- 12 If the Contractor failed to commence work within 14 days (including weekends and holidays) after the order has been issued, the order will be cancelled if contractor fall out the time frame.
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SYSTEMS MANAGEMENT SERVICES

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SCOPE OF WORK

SUPPLY AND DELIVERY DIESEL, FOR THE GENERATOR AT ZWELIBOMVU CLINIC FILL UP DIESEL TANK WITH (400LT) OF DIESEL.

SECTION A

- 1. The preferred bidder will be required to provide only competent personnel to perform all duties as per scope of work.
- 2. The preferred bidder should note that Maphephetheni clinic operates during the day for seven day.
- 3. The preferred bidder should not damage property, prior arrangements should be made.
- 4. Contractor to supply and fill-up diesel tank for standby Generator with diesel
 - a) NOTE; Maintenance/ Kwadabeka chc staff will monitor filling of diesel.

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- 3 The contractor should note that all the offices will be occupied.
- 4 The contractor should ensure to clean all the above areas
- 5 KWADABEKA CHC Maintenance Staff will monitor contractor's progress.
- 6 The contractor must submit a detailed Safety Plan before commencing work and ensure that PRO-FORMA AGREEMENT IN TERMS OF OHSA 1993 Section 37(2).
- 7 Contractor's staff must be identifiable.
- 8 KWADABEKA CHC should not held responsible for any theft of the contractor's material or equipment.



- 9 At all times, Contractor must adhere to the Health and Safety requirements and in particular the Construction Regulations.
- 10 All workmanship and material must be guaranteed.
- 11 The contractors must not damage any equipment of fixtures within the clinic except for access.
- 12 If the Contractor failed to commence work within 14 days (including weekends and holidays) after the order has been issued, the order will be cancelled if contractor fall out the time frame.
- 13 The contractor should ensure that no rubbles dumped around the clinic from this project.
- 14 Payment will only be processed on completion of work and site handed over to the hospital, please note that completion certificate and a guarantee of workmanship certificate to be handed in after the job has been completed in order for payments to be processed.
- 15 The preferred bidder must report to kwadabeka workshop and under no circumstances where access is blocked without prior arrangements with Kwadabeka maintenance staff.



SYSTEMS MANAGEMENT SERVICES

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SCOPE OF WORK

SUPPLY AND DELIVERY DIESEL, FOR THE GENERATOR AT KWANGCOLOSI CLINIC FILL UP DIESEL TANK WITH (400LT) OF DIESEL.

SECTION A

- 1. The preferred bidder will be required to provide only competent personnel to perform all duties as per scope of work.
- 2. The preferred bidder should note that Maphephetheni clinic operates during the day for seven day.
- 3. The preferred bidder should not damage property, prior arrangements should be made.
- 4. Contractor to supply and fill-up diesel tank for standby Generator with diesel
 - a) NOTE; Maintenance/ Kwadabeka chc staff will monitor filling of diesel.

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- 3 The contractor should note that all the offices will be occupied.
- 4 The contractor should ensure to clean all the above areas
- 5 KWADABEKA CHC Maintenance Staff will monitor contractor's progress.
- 6 The contractor must submit a detailed Safety Plan before commencing work and ensure that PRO-FORMA AGREEMENT IN TERMS OF OHSA 1993 Section 37(2).
- 7 Contractor's staff must be identifiable.
- 8 KWADABEKA CHC should not held responsible for any theft of the contractor's material or equipment.

- 9 At all times, Contractor must adhere to the Health and Safety requirements and in particular the Construction Regulations.
- 10 All workmanship and material must be guaranteed.
- 11 The contractors must not damage any equipment of fixtures within the clinic except for access.
- 12 If the Contractor failed to commence work within 14 days (including weekends and holidays) after the order has been issued, the order will be cancelled if contractor fall out the time frame.
- 13 The contractor should ensure that no rubbles dumped around the clinic from this project.
- 14 Payment will only be processed on completion of work and site handed over to the hospital, please note that completion certificate and a guarantee of workmanship certificate to be handed in after the job has been completed in order for payments to be processed.
- 15 The preferred bidder must report to kwadabeka workshop and under no circumstances where access is blocked without prior arrangements with Kwadabeka maintenance staff.

DECLARATION OF INTEREST

- 1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to quote (includes a price quotation, advertised competitive quote, limited quote or proposal). In view of possible allegations of favouritism, should the resulting quote, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
- the bidder is employed by the state; and/or

any municipality or municipal entity;

the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the quote(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the quote.

2.	In order to give effect to the	above, the following questionnair	e must be completed and	submitted with the quote.		
2.2.	Identity Number:	entative mpany (director, trustee, shareho	2.5. Tax Reference			
2.0.				on regiment, assumment		
	employee / persal numbers	trustees / shareholders / members must be indicated in paragraph 3	B below,		umbers and, if applica	ble
		ected with the bidder presently e	mployed by the state?	·	YES NO	
	I.If so, furnish the following p					
	Name of state institution at v	rustee / shareholder/ member; vhich you or the person connecte	d to the bidder is employe	4.		
		e institution:				
		oyed by the state, did you obtain				
	in the public sector?				YES NO	T
		oof of such authority to the quote			<u> </u>	ــــــــــــــــــــــــــــــــــــــ
	ailure to submit proof of suc	h authority, where applicable, ma	<u>y result in the disqualificat</u>	ion of the quote.)		
2.8.2	Z.Z. If NO, TURNISH R	easons for non-submission of suc any of the company's directors /	n proot: truetose Leharahaldare Le	nombore or their engueses	conduct business with	,,
2.5.	state in the previous twelve		trostees / stratefloiders / is	nembers of their spouses t	YES NO	_
2.9.1		***************************************			[ILO [NO	
2.10	. Do you, or any person conr	nected with the bidder, have any i	elationship (family, friend,	other) with a person emplo	oyed by the state and	who
		aluation and or adjudication of th			YES NO	T
		(1010)30)366961146111411411411411				
	employed by the state who	nected with the bidder, aware of a may be involved with the evalual	ion and or adjudication of	this quote?	her bidder and any per YES NO	
2.11	.1. If so, furnish particulars:			11+11+++++++++		
2.12		rs / trustees / shareholders / men	ibers of the company have	any interest in any other re		_
0.40	or not they are bidding for the	nis contract?			YES NO	<u></u>
				(++ m++++++++++++++++++++++++++++++++++		
3. NB:	The Department Of Health to ensure that their details	rustees / members / shareholde will validate details of directors are up-to-date and verified on Co sed over as non-compliant accord	trustees / members / sh SD. If the Department can	not validate the information	on on CSD, the quote	oilit wi
4	DECLARATION					
	HE UNDERSIGNED (NA RNISHED IN PARAGRA	ME) PHS 2.	•••••••	CERTIFY THAT	THE INFORMATI	ΟN
	CCEPT THAT THE STAT OVE TO BE FALSE.	TE MAY REJECT THE QUO	TE OR ACT AGAINS?	ME SHOULD THIS D	DECLARATION	
	e of bidder	Signature	Position	Date	***************************************	
1ºStah	e" means –					
a)	any national or provincial depar	tment, national or provincial public enl meaning of the Public Finance Manage	ity or c) provincial legislatement d) national Assemble	ure; y or the national Council of provin	nces; or	

^{2&}quot;Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

SPECIAL CONTRACT CONDITIONS OF QUOTATIONS

1. AMENDMENT OF CONTRACT

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

2. CHANGE OF ADDRESS

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

3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

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

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

- 4.1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
- 4.2. Under no circumstances whatsoever may the quotation/bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
- 4.3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
- 4.4. Quotation submitted must be complete in all respects.
- 4.5. Any alteration made by the bidder must be initialled.
- 4.6. Use of correcting fluid is prohibited
- 4.7. Quotation will be opened in public as soon as practicable after the closing time of quotation.
- 4.8. Where practical, prices are made public at the time of opening quotations.
- 4.9. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

5. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS

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

- 5.5. No quotation/bid sent through the post will be considered if it is received after the closing date and time stipulated in the quotation documentation, and proof of posting will not be accepted as proof of delivery.
- 5.6. Quotation documents must not be included in packages containing samples. Such quotations may be rejected as being invalid.

6. SAMPLES

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

7. COMPULSORY SITE INSPECTION / BRIEFING SESSION

7.1.	Bidders who fail to attend the compulsory meeting will be disqualified from the evaluation process.		
(i) (ii)	The institution has determined that a compulsory site meeting Date Place	will not	take place
Instit	ution Stamp:	Institution Site	e 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;
- (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 (hear after known as the purchaser) against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

13. PENALTIES

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

14. TERMINATION FOR DEFAULT

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

15. FAILURE TO COMPLY WITH ABOVE WILL RESULT IN YOUR QUOTE BEING PASSED OVER.

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:

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

Ps

Points scored for price of bid under consideration

Ρt

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 Contributo	r 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

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8.

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:
- B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1 6.
- B-BBEE Status Level of Contributor: =(maximum of 20 points) 6.1

Whether the sub-contractor is an EME or QSE

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7.	SUB-	CONTRACTING	(Tick applicable box)
7.1	Wii	any portion of the contract be sub-contracted?	YES NO
7.1.1	If yes, indicate:		
	i) ii) iii)	What percentage of the contract will be subcontracted	

(Tick applicable box) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of

Preferential Procurement Regulations, 2017: Designated Group: An EME or QSE which is at last 51% owned by: EME QSE $\sqrt{}$ 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

YES

NO

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	TYP	PE 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		MPANY CLASSIFICATION [TICK APPLICABLE BOX	1	
3,0	COMPANY CLASSIFICATION [TICK APPLICABLE BOX] ☐ Manufacturer ☐ Supplier ☐ Professional service provider ☐ Other service providers, e.g. transporter, etc.			
9.7	Tota	al number of years the company/firm has been in bus	iness:	
 9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points clathe B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the contributor 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 the 		so on behalf of the company/firm, certify that the points claimed, based on aphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for		
		ith 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 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 contributor have not been fulfilled, the purchaser may, in addition to any other remedy it may have – 		t of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may sfaction of the purchaser that the claims are correct;	
			laimed or obtained on a fraudulent basis or any of the conditions of contract on to any other remedy it may have –	
	(a	a) disqualify the person from the bidding process;		
	(b	b) recover costs, losses or damages it has incurred	d 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 favor arrangements due to such cancellation; 		ich it has suffered as a result of having to make less favourable		
(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 of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has applied; and			by the National Treasury from obtaining business from any organ	
	(€	e) forward the matter for criminal prosecution.		
	WITNESSES			
	1.		SIGNATURE(S) OF BIDDERS(S)	
2			ADDRESS	