

Quotation Advert

KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA



Opening Date:

2022-03-03

Closing Date:

2022-03-17

Closing Time:

11:00

INSTITUTION DETAILS

Institution Name:

RK Khan hospital

Province:

KwaZulu-Natal

Department or Entity:

Department of Health

Division or section:

Central Supply Chain Management

Place where goods / services is required

R.K.KHAN HOSPITAL

Date Submitted

2022-03-01

ITEM CATEGORY AND DETAILS

Quotation Number:

ZNQ:

741/21-22

Item Category:

Goods

Item Description:

CREATING SPACE FOR FEMALE PSYCHIATRIC PATIENT

Quantity (if supplies)

AS PER SPECIFICATION

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type:

Compulsory Briefing Session

Date :

2022-03-09

Time:

11:00 A.M

Venue:

MAINTENANCE

QUOTES CAN BE COLLECTED FROM:

WEBSITE ONLY

QUOTES SHOULD BE DELIVERED TO:

R.K.KHAN HOSPITAL - TENDER BOX SITUATED @ MAIN GATE

ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

MAUD KHUMALO

Email:

maud.khumalo@kznhealth.gov.za

Contact Number:

031 456 6300

Finance Manager Name:

MR ID MVEZA

Finance Manager Signature:

No late quotes will be considered

STANDARD QUOTE DOCUMENTATION OVER R30 000.00

DATE ADVERTISED: 03 MARCH 2022
CLOSING DATE: 17 MARCH 2022
CLOSING TIME: 11:00

CLOSING TIME: 11:00

maud.khumalo@kznhealth.gov.za

336 R.K KHAN CIRCLE - WESTCLIFF - CHATSWORTH - 4092

741 / 21-22

CREATING SPACE FOR FEMALE PSYCHIATRIC PATIENT

ONCE OFF

VALIDITY PERIOD 60 Days

(if applicable)

CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO.

UNIQUE REGISTRATION REFERENCE

DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS)

336 R.K KHAN CIRCLE - WESTCLIFF - CHATSWORTH - 4092

TENDER BOX - SITUATED AT MAIN GATE BY SECURITY OFFICES

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

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

QUOTATIONS MUST BE SUBMITTED ON THE OFFICIAL FORMS - (NOT TO BE RETYPED)

THIS QUOTE IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

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

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE NUMBER FACSIMILE NUMBER CODE NUMBER

CELLPHONE NUMBER

E-MAIL ADDRESS

VAT REGISTRATION NUMBER (if VAT vendor).

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

1A-B-BEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED TO QUALIFY

FOR PREFERENCE POINTS FOR B-BEE]

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

[illegible]

OFFICIAL PRICE PAGE FOR QUOTATIONS		QUOTE NUMBER:
DESCRIPTION:		CREATING SPACE FOR FEMALE PSYCHIATRIC PATIENT
SIGNATURE OF BIDDER		DATE:
[By signing this document, I hereby agree to all terms and conditions]		
CAPACITY UNDER WHICH THIS QUOTE IS SIGNED		

SPECIFICATION



RENOVATION OF EXISTING SPACE TO CONVERT INTO PSYCHIATRIC WARD

AT R.K. KHAN HOSPITAL

1. SCOPE OF CONTRACT

- Design, supply and installation of high density expanded mesh panels to windows, doors and section openings as per the schedule of rates.
- To renovate bathrooms and ablutions as per the schedule of rates.
- Install partitions for consultation rooms at the compound building.
- Demolition of internal walls to create ablutions at the compound building.
- Construct concrete ramp at the entrance to the compound building.

2. SPECIFICATION SUMMARY

2.1. Fencing Panels:

- 2.1.1. The type of fencing to be used for the balcony area must be designed and manufactured to match the existing panels and must include all necessary posts, angles, fixings to complete the installation.

- 2.1.2. The high density product must be installed as per the manufacturer's instructions.

- 2.1.3. The product must have a Zinc-Aluminium anti-corrosion coating and additional PVC coating for corrosion resistance and carry a minimum 10 year guarantee. Colour: Anthracite. Bidder is to provide a specification sheet from the manufacturer/supplier stating the technical specifications of the offered product to ensure that it matches the specification. Failure to submit a specification sheet will result in the bid being disqualified.

- 2.1.4. Fencing to be fixed between concrete slabs with height as shown on site and indicated on the Schedule of Rates

2.2. Window guards:

- 2.2.1. All units must be pre-manufactured and ready to install (no welding is permitted on site).
- 2.1.1. All window guards to be fabricated to sample specification provided for which drawings must be supplied prior to approval.

- 2.1.2. Anodising must conform to SANS 1796 certified applicator. Sample design to be provided.

- 2.1.3. The window guards shall be manufactured with frames, minimum width of 38mm tubular square steel, with wall thickness of 1.6mm (minimum)

- 2.1.4. The window guards shall be manufactured and installed in a manner which allows for ease of access for cleaning and opening. The meshed frame shall be hinged with a locking facility. Hinges are to be mounted on the steel frame, no hinges to be fixed directly to the walls.

- 2.1.5. The burglar guards shall be fixed on a minimum of 6 points with "snap-off" styled tamper-proof bolts, minimum size of 10mm.

- 2.2. Panel expanded mesh Specifications**
- 2.2.1. Wire Diameter:** 6 mm (width) x 4.5mm (thickness of strand)
 - 2.2.2. Framework:** 75mm x 75mm x 1.6mm (thickness)
 - 2.2.3. Coating:** Pre-Galvanized
 - 2.2.4. Coating:** Pre-galvanized
 - 2.2.5. Colour:** galvanized silver

2.3. Gates:

- 2.3.1.** Gates must have framework designed from minimum 38mm to 40mm x 1.6mm thickness square tubing.
- 2.3.2.** Gates must be designed with horizontal lockable latches and have a minimum of 2 custom designed hinges per sash.
- 2.3.3.** The gate hinge shall be custom made with a minimum of 20 mm outside diameter 1.6mm thick walled sleeves with 14mm steel shafts.
- 2.3.4.** Where gates are double sashed, dual lockable latching bolts must be provided and located/ drilled into floors. Metal pipe sleeves shall be secured flush with finished floor level to locate the latches.
- 2.3.5.** The existing glass balcony doors shall be removed and replace with brick and mortar, plastered and painted.

2.4. Renovations to bathrooms and ablutions:

2.4.1. Staff ablution:

2.4.1.1. The existing W/C pan shall be removed and replaced with new complete closed coupled unit.

2.4.1.2. .

2.4.1.3. The light fitting shall be replaced with 280mm bulkhead type fittings.

2.4.2. Patient ablutions:

2.4.2.1. Construct brickwork to create ablution and shower cubicles. Cubicles must be a minimum of 1 metre wide,

2.4.2.2. Ablutions to be a minimum of 1800 mm in length with 2 solid core doors, 900mm (w) x 2 metre (h) with thumb lock system.

2.4.2.3. Supply and install 2 Vandal Proof W/C pan with integrated seat; fitted with 'prison type' Flush Masters

2.4.2.4. Supply and install 2 x shower cubicles complete with shower mixers, shower curtain rods and mosaic tiles.

2.4.2.5. The walls shall be tiled with Glazed tiles, to be 1st Grade 200mm x 200mm matt white code MW4 with PVC edge trim or "Supply Works SW 350 Matte white forma slim branco AC 200mm x200mm ."

2.4.2.6. The walls shall be tiled with Ceramic Tiles, Johnson Granito GN 573 (330mm x 330mm) or approved equivalent.

2.1.1.1. The doors and walls shall be painted with SABS approved acrylics and enamel paints

2.1.1.2. Supply and install stainless steel wash hand basin with single pillar tap complete with waste trap.

2.1.2. Isolation of existing fixtures:

2.1.2.1. Strip and remove wash hand basins and isolate water supplies and waste outlets. Make good all surfaces after removal.

2.1.2.2. Blank off all medical gas outlets.

2.1.2.3. Blanks off all electrical outlets.

2.1.2.4. Relocate light switches to the corridors.

2.1.3. Painting:

2.1.3.1. All existing surfaces are to be cleaned of all dirt, grease, oil rust, scale and fluorescence fungus and all loose flaking paint.

2.1.3.2. All cracks in wall to be exposed and filled, sanded and smoothed down and to be prepared for painting.

2.1.3.3. Damp surfaces must be sealed with a damp shield agent.

2.1.3.4. The colour of the paint shall be as per Department requirements.

2.1.3.5. The contractor is required to apply three coats of paint consisting of 1 coat of undercoat and 2 coats of final finishing coat **painted with SANS and SABS approved paints (provide material safety data sheet)**

2.1.3.6. The final finishing coat shall be a washable sheen finish.

2.1.3.7. Doors, frames and window frames shall be primed and painted with SANS and SABS approved primers and enamel paints.

2.1.3.8. Ceilings shall be painted with 2 coats of a SANS and SABS approved durable PVA paint.

2.1.3.9. In areas where there are plaster board ceilings, surfaces are to be skimmed and repainted.

- 2.1.3.10. All preparation work will be inspected prior to final coat.
- 2.1.3.11. All galvanized window frames must be **paint stripped to bare metal**, primer and paint. Glass is to be cleaned after painting.

3. Renovations at the Compound Building

- 3.1. Partitions:
 - 3.1.1. The dimensions of the cubicle to be installed as per the bill of quantities.
 - 3.1.2. 12mm Moisture resistant Plaster Board tapered edge dry wall partitioning is to be used, the base is to be sealed with sound insulation under the floor track for infection control with cavity batt insulation. All butt joints on plaster board to be covered with 50mm fibre tape and made good with quick dry skimming compound ready for painting.
 - 3.1.3. Finish to be painted with a SABS approved acrylic paint. Recommend a fine stipple coat to avoid seeing skimming of junctions.
 - 3.1.4. Insulation in cavities to conform to Class 1 fire index with a minimum of 50mm thick.
 - 3.1.5. Studling and tracks for partitioning to be galvanized steel and wall thickness to be 76mm finished product.
 - 3.1.6. Aluminium skirting shall be fixed at the base of the partition cubicle, minimum 75mm in height both inside and outside. The skirting shall be fixed with a contact adhesive directly to the unpainted gypsum surface and additionally be riveted to the supporting frame.
 - 3.1.7. The cubicle partition walls in the consulting rooms shall be fixed and boarded up to the existing ceiling level.
 - 3.1.8. The partition section, to be fixed to ceiling level, consists of 1 single door opening.
 - 3.1.9. Each door leaf shall be fitted with 1 aluminium-framed glass with minimum opening sizes of 400mm (height) x 600mm (width), 1.5 metre above floor level. All glass shall be 6mm toughened or armour-plated glass.
 - 3.1.10. All doors shall be solid core timber, 40mm in thickness, and 900mm width.
- 3.2. Brickwork and demolition:
 - 3.2.1.1. The existing change room is identified as the new waiting area. The front facing wall is required to be demolished to create a larger opening to the waiting area.
 - 3.2.1.2. The walls are required to be supported with a concrete Lintel 3000mm x 140mm x 75mm.
 - 3.2.1.3. All demolition work must be finished with a smooth plaster finish and painted.
 - 3.2.1.4. The existing showers and ablutions must be demolished and floors made good to existing floor levels.
 - 3.2.1.5. The area shall be tiled with 300mm x 300mm porcelain tiles.
 - 3.2.1.6. New toilet cubicles shall be designed and installed with the use of "Vitriflex" ablution facilities or other approved "Solid Core" material with formica finish and framework partitioning, fixed with Stainless steel steel Anchors
 - 3.2.1.7. "Classic" Change room Cubicle system consisting of partitions, doors and stiles of waterproof laminated construction with outer skins of vitreous enamel steel sheets bonded to wood particle board,

with overall wall thickness not exceeding 20 mm.

3.2.1.8. The units shall be designed in a manner that provides privacy between male and female as well as the waiting area.

3.2.1.9. The cubicles shall have 2 closed coupled W/C porcelain units.

3.2.1.10. Supply and replace 1 a wash hand basin in the existing location and tile around the basin

3.2.1.11. Construct concrete ramp with 25mpa mixture, 2500mm (W) X 1100mm (L) x 150mm (H) slope.

3.2.2. Staff ablutions: Ground floor

3.2.2.1. The existing hot water tank shall be dismantled and removed to location identified by the maintenance department.

3.2.2.2. A new doorway shall be created with opening size 900mm x 2000mm (h). The door shall be fitted as solid core complete with door lockset and hung with 3 recessed hinges.

3.2.2.3. A new closed couple porcelain W/C unit shall be installed, with a hand wash basin.

3.2.2.4. All toilets shall be fitted with W/C suite as "Vaal Aquasave" - or other approved

3.2.2.5. Wash hand basins shall be Vaal Sola 510 type (or similar approved) with pillar type single elbow action type taps, cobra or similar approved.

3.2.2.6. All waste outlets shall be Cobra 340 chrome plated bottle trap or approved equivalent.

3.3. Consulting Rooms:

3.3.1. Demolish counter top and make good floor surfaces to match existing.

3.3.2. Remove stainless steel sink unit and replace with a single hand wash basin.

SCHEDULE OF RATES

INSTITUTION: R K KHAN HOSPITAL

PROJECT: RENOVATION OF EXISTING SPACE TO CONVERT INTO PSYCHIATRIC WARD

Part A	R		
Part B	R		
Safety fee	R		
ADD Provision for Value Added Tax Allow 15% of SUB-TOTAL	R		
TOTAL: CARRIED TO TENDER FORM	R		

WORK TO BE DONE AND SCHEDULE OF PRICES:
COMPULSORY NOTE:

THIS TOTAL MUST BE COMPLETED IN FULL BY THE CONTRACTOR AND RETURNED TOGETHER WITH THE TENDER FORM.

3. CONDITIONS OF CONTRACT

- 3.1. Contractors are advised to visit the site and take specific measurements before submitting quotes. Measurements and quantities in some areas may be based on approximates and is the tenderers' responsibility to confirm.
- 3.2. Storage of all materials will be at contractors risk.
- 3.3. All necessary safety precautions are to be observed.
- 3.4. The commencement of the works is to be 2 weeks from the date of the official order and duration, milestone dates will be set for completion on each part of the scope of works.
- 3.5. All works is to be guaranteed for 12 months from date of completion.
- 3.6. All materials is to be S.A.B.S. approved.
- 3.7. All works carried out is to be to the entire satisfaction of the CEO or his appointed representative.
- 3.8. All contractors from within the borough of Durban will be considered.
- 3.9. All material removed to be handed over to the maintenance department.
- 3.10. Contractors are advised to be registered with the C.I.D.B. (Minimum grading 1GB) and CSD.
- 3.11. Quotations are to be deposited at the Hospital Main Entrance, Security.

COMPANY STAMP

Name: _____

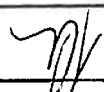
Company: _____

Signature: _____

Compulsory:

- 1) Kindly complete the bill of quantities and the official price page in full.
- 2) Attach proof or recommendations of work done of a similar scope, value and capacity.
- 3) Provide proof of financial capability to undertake the scope of work by means of bank statements or bank guarantees for the value of the contract.

Failure to comply with the above will result in disqualification

CHIEF ARTISAN 

MAINTENANCE DEPARTMENT
R.K. KHAN HOSPITAL
PRIVATE BAG X004
CHATSWORTH
4030

DATE: 18/02/22

8

All the mesh panel and all the mesh panel fixtures shall be on the inside of the fence and not accessible from the outside.					
The mesh panel and the mesh panel fixtures shall be (F.H.G) Fully Hot Dip Galvanised the Polyester Electrostatic (P.E) coating.					
Note					
FIXTURES AND ACCESSORIES					
Spider Clamps fully Galvanised					
Thickness: 3mm					
Length: 38mm					
Width: 30mm					
(304) Stainless Steel Bolts M8					
Thickness: 8mm					
Length: 120mm long					
(304) Stainless Steel Fender Washers M8					
Internal Diameter: 8.4mm					
Outer Diameter: 24mm					
Thickness: 2mm					
(304) Stainless Steel Shear Nuts 8mm 304					
Thread Size: 8mm					
Shear Nut Width: 8mm					
Nut Thickness: 4mm					
2	Supply and install window guards as per specification 1500mm (w) x 2000mm (h)				
3	Supply and install window guards as per specification 800mm (w) x 1300mm (h)	item	1		
4	Supply and install gates as per specification 1280mm (w) x 2950 mm (h)	item	5		
5	Supply and install gates as per specification 975 mm (w) x 2950mm (h)	item	3		
6	Supply and install gates as per specification 1560mm (w) x 2950 mm (h)	m2	1		
7	Supply and install expanded metal wire mesh panel with double gate opening 2000mm (w) x 2950mm (h)	item	1 ea		
Building and plumbing:					
1	Supply and install Vandal Proof W/C pan with integrated seat, fitted with 'prison type' Flush Masters include all waste pipe waste fittings, code 2 copper pipe chased in walls with denzel tape	item	3		
2	Supply and install shower cubicles complete with wall tiles and floor mosaic	m2	10		
3	Supply and install toilet cubicle walls- brick and mortar, plaster complete with wall tiles	m2	4		
4	Supply and install floor tiles to seclusion room and ablutions full body salt and pepper tile	m2	18		
5	Supply and install stainless steel wash hand basin with sing this must include waste pipes code 2 copper pipe and all fittings in all respectie pillar tap complete with waste trap	item	2		
6	Staff abution: The existing W/C pan shall be removed and replaced with new complete closed coupled unit.	m2	1		
7	Install close couple vaal with A1 toilet seat, 110 mm waste pipe and fittings with code 2 copper pipe chased in wall with denzel tape				
8	Connect in existing hot and cold water pipe chase in wall lay Class 2 copper pipe with denzil tape to a mixer from a under wall chrome tape then to a vandal proof shower head allow for all fittings. All material must be SABS	No	1		

9	Tiling of staff ablution	m2	15	
10	Painting of walls	m2	420	
11	Painting of ceilings	m2	145	
12	Health and Safety file	item		
PART A				subtotal

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to quote (includes a price quotation, advertised competitive quote, limited quote or proposal). In view of possible allegations of favouritism, should the resulting quote, or part thereof, be awarded to persons employed by the state or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
- the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and/or adjudication of the quote(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and/or adjudication of the quote.
2. In order to give effect to the above, the following questionnaire must be completed and submitted with the quote.

- 2.1. Full Name of bidder/representative:
- 2.2. Identity Number:
- 2.3. Position occupied in the Company (director, trustee, shareholder?):
- 2.4. Company Registration Number:
- 2.5. Tax Reference Number:
- 2.6. VAT Registration Number:
- 2.7. The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / personal numbers must be indicated in paragraph 3 below.
- 2.8. Are you or any person connected with the bidder presently employed by the state? ☐ YES ☐ NO ☐ TICKET APPLICABLE

- 2.8.1. If so, furnish the following particulars:
- Name of person / director / trustee / shareholder / member:
- Name of state institution at which you or the person connected to the bidder is employed:
- Position occupied in the state institution:
- Any other
- 2.8.2. If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?
- 2.8.2.1. If yes, did you attach proof of such authority to the quote document?
- 2.8.2.2. If no, furnish reasons for non-submission of such proof:
- 2.9. Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?
- 2.9.1. If so, furnish particulars:
- 2.10. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and/or adjudication of this quote?
- 2.10.1. If so, furnish particulars:
- 2.11. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and/or adjudication of this quote?
- 2.11.1. If so, furnish particulars:
- 2.12. Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?
- 2.12.1. If so, furnish particulars:

3. Full details of directors / trustees / members / shareholders.
- NB: The Department Of Health will validate details of directors / trustees / members / shareholders on CSD. It is the suppliers' responsibility to ensure that their details are up-to-date and verified on CSD. If the Department cannot validate the information on CSD, the quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.

4 DECLARATION

1. THE UNDERSIGNED (NAME)..... CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2. I ACCEPT THAT THE STATE MAY REJECT THE QUOTE OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

Name of bidder	Signature	Position	Date
.....			

"State" means -

- a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- b) any municipality or municipal entity;
- c) provincial legislature;
- d) national Assembly or the national Council of provinces; or
- e) Parliament.

"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 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 OF THIS QUOTATION**
- 3.4. 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.
- 3.5. 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.
 - (iii) The bidder must accept full responsibility for the proper execution & fulfillment of all obligations conditions devolving on under this agreement, as the Principal (s) liable for the due fulfillment of this contract.
- 3.7. This quotation will be evaluated based on the 80/20 points system, specification, correctness of information and/or functionality criteria.
- 3.8. Offers must comply strictly with the specification.
- 3.9. Only offers that meet or are greater than the specification will be considered.
- 3.10. Late offers will not be considered.
- 3.11. Expired products will not be accepted. All products supplied must be valid for a minimum period of six months.
- 3.12. Used/ second-hand products will not be accepted.
- 3.13. A bidder not registered on the Central Suppliers Database or whose verification has failed will not be considered.
- 3.14. All delivery costs must be included in the quoted price for delivery at the prescribed destination.
- 3.15. 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.
- 3.16. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.17. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered.
- 3.18. Verification will be conducted to identify if bidders have multiple companies and are cover-quoting for this bid.
- 3.19. 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 is incomplete in any respect, the said supplier meets all specification requirements and is lowest to quote, 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.
- 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.

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

12. PATENT RIGHTS

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

13. PENALTIES

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

14. TERMINATION FOR DEFAULT

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

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

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		20	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;

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			

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

Whether the sub-contractor is an EME or QSE

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.....

7.1.1 If yes, indicate:

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

7. SUB-CONTRACTING

(Tick applicable box)

YES NO

(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.

6.1 B-BBEE Status Level of Contributor: =(maximum of 20 points)

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

5. 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:

4. 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

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

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

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

3. POINTS AWARDED FOR PRICE

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-BBEE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;

 ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

 iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

 iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

 (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

 (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

 (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

 (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS:.....

.....

.....