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KZN HEALTH

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AdvertQuote

KWAZULU-NATAL PROVINCE  
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## Quotation Advert

**Opening Date:** 2022-10-07

**Closing Date:** 2022-10-18

**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** RK KHAN HOSPITAL

**Date Submitted** 2022-10-07

## ITEM CATEGORY AND DETAILS

**Quotation Number:** ZNQ:  
609 /22-23

**Item Category:** Services

**Item Description:** Cleaning of Windows, Ledges and gutters @ RK Khan Hospital

**Quantity (if supplies)** As per Spec

## COMPULSORY BRIEFING SESSION / SITE VISIT

**Select Type:** Compulsory Briefing Session

**Date :** 2022-10-12

**Time:** 12:00pm *[No late comes allowed, No Parking Inside Hospital]*

**Venue:** Nurses Residence - Tv Room

**QUOTES CAN BE COLLECTED FROM:** WEBSITE

**QUOTES SHOULD BE DELIVERED TO:** RK KHAN Hospital - Tender Box - Main Entrance Gate

## ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

**Name:** Maud Khumalo

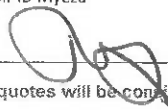
**Email:** maud.khumalo@kznhealth.gov.za

**Contact Number:** 031 459 6300

Finance Manager Name:

Mr ID Myeza

Finance Manager Signature:

  
\_\_\_\_\_

No late quotes will be considered





**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 hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

**2. BIDDER'S DECLARATION**

2.1. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State Institution

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**

2.2.1 If so, furnish particulars: .....

2.3. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars: .....

**3. DECLARATION**

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1. I have read and I understand the contents of this disclosure;
- 3.2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> 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

<sup>1</sup> 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.

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

## GENERAL CONDITIONS OF CONTRACT

## 1. AMENDMENT OF CONTRACT

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

## 2. CHANGE OF ADDRESS

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

## 3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

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

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

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



**CONTRACT DESCRIPTION:  
CLEANING OF WINDOWS, LEDGES AND GUTTERS  
AT R.K. KHAN HOSPITAL**

**NOTES TO CONTRACTORS**

1. Quotations submitted by vendors not registered and verified on the CSD (Central Supplier Database) may be disqualified
2. Respondents / contractors must be registered on C.I.D.B. with grade **1 GB or higher**. (construction industry development board) and have to provide their registration certificates when submitting quotations.

**3. SCOPE OF CONTRACT/WORKS:**

The work consists of, cleaning of internal and external perimeter windows, gutters and ledges at R.K. Khan Hospital at **6 month intervals for a period of 1 year.**

The buildings to be service are (inclusive of door glasses):

- M-Block,
- E and D Block,
- Administration Block,
- Clinics (Ground level-,OPD,SOPD,CASUALTY)
- Card Office
- TCC (THUTHUZELA)
- Maintenance( ground level),
- Security, Transport,
- Boiler House,
- SCM block,
- ARV clinic
- TB Focal
- P-Block (including Pharmacy)
- Doctors Quarters/ Supervisors

The quotation is for the of the External windows, doors including mullions and frames, gutters (on ground level buildings) and ledges (on multi-storey buildings)

The duration and end dates of each clean to be arranged with the Facilities Manager or his duly appointed representative.

All outside glass surfaces which cannot be reached by ladder, must be clean my means scaffolding.

Areas where gutters and ledges are to be cleaned are to be identified and appropriately cordoned off avoiding interruptions to patient care and patient flow.(to be arranged with the hospital prior to commencement)

## CONDITIONS OF CONTRACT

The contractor must be adequately insured to perform the following services:

1. The contractor must clean the inside and outside surfaces of all external perimeter Windows including all window frames.
2. The contractor must provide all the equipment and materials, including ladders up to 14 mtrs high.
3. The Hospital will provide storage facilities for all equipment and materials.
4. All cleaning shall be carried out during normal office hours only (07h30-16h00).
5. The contractor shall ensure that cleaning materials and methods used are not abrasive or detrimental to glass surfaces.
6. The contractor's staff must be suitably dressed at all times. The clothing to be supplied by contractor at it's own expense and bear the identity of the latter.
7. The contractor shall ensure that all work undertaken is strictly supervised and that there is one supervisor on site at all times during the window cleaning
8. Should it appear that the contractor is not executing the contract to the satisfaction of the Hospital's representative , notice shall be given to the contractor to make good such failure or default in a period to be determined by Hospital's representative  
In the event of the contractor failing to make good such default within the specified period, the Hospital reserves the right to deduct 5% of the monthly payment due to the contractor for the month in which the default occur.
9. The contractors staff must conform with the Hospital's security requirements and laid Down, arrangements for the access and exit whilst on the complex.
10. The contractor must indemnify council in respect of liability, loss, claim or proceedings whatsoever due to any act of neglect of the contractor or his servants and of any death, injury or damage whatsoever arising out of the course of by reason of execution of the work.
11. The contractor shall provide all necessary insurances to the satisfaction of The hospital to cover all risk which may arise out of the contract.
12. The contractor must comply all times with the health & safety Act and all other relevant legislation.



## CONDITIONS OF CONTRACT

4. COMPULSORY SITE MEETING:

A **COMPULSORY** SITE MEETING WILL BE HELD FOR ALL CONTRACTORS TO INSPECT AND TO ASCERTAIN THE AMOUNT AND NATURE OF WORK REQUIRED PRIOR TO SUBMITTING THEIR QUOTATION WHERE A PROJECT MANAGER WILL BE IN ATTENDANCE ON THE DATE AND SITE AS DETAILED BELOW. **NOTE: ONLY QUOTATIONS SUBMITTED BY CONTRACTORS WHO HAVE ATTENDED THE COMPULSORY SITE MEETING WILL BE CONSIDERED FOR ACCEPTANCE. THE HOSPITAL RESERVES THE RIGHT TO EXTEND THE QUOTATION DATE OR POSTPONE THE SITE MEETING.**

VENDORS ARRIVING MORE THAT 15 MINUTES AFTER THE OFFICIAL SITE MEETING TIME WILL NOT BE ALLOWED TO PARTICIPATE IN THE MEETING NOR WILL THEY RECEIVE TENDER DOCUMENTS TO COMPLETE.

5. CONTACT DETAILS: <sup>S. Govende</sup> ~~RAZ CHENY~~ - (031) 459 <sup>6120</sup> ~~6209~~ - SCM  
MR.S.A NCOBELA- (031) 459 6005- FACILITIES MANAGER

6. QUOTATIONS MUST BE PLACED IN A SEALED ENVELOPE ENDORSED WITH THE ZNQ NO., NAME OF QUOTATION AND CLOSING TIME AND DATE, AND DEPOSITED IN THE TENDER BOX (**LOCATED AT THE SECURITY ENTRANCE**) APPROPRIATELY LABELLED. (NO FAXED QUOTATIONS PERMITTED)

## CONDITIONS OF CONTRACT

### CONDITIONS OF CONTRACT

1 FIXED-PRICE QUOTATION:

The prices submitted shall hold firm for the duration of the contract and shall not be subject to escalation.

2 ACCEPTANCE OF QUOTATIONS:

The lowest or any quotation will not necessarily be accepted and the right is reserved to accept the whole or part of any quotation.

3 DOUBTS AND DIFFERENCES:

Notwithstanding the stipulations herein specified, the Contractor shall provide for everything which is deemed necessary for the completion of the Contract and all work shall be in compliance with the contract specifications.

4 COMPLIANCE WITH LEGISLATION:

The Contractor is to ensure compliance with the provisions of the OHS Act & all relevant regulations, by all employees of theirs & other contractors on the site.

The Contractor shall comply with all laws relating to wages and conditions generally governing the employment of labour in the Kwa-zulu Natal region.

5 CONSTRUCTION INDUSTRY DEVELOPMENT BOARD:

Respondents / Contractors must be registered on the C.I.D.B. (Construction Industry Development Board) and have to provide proof of registration and their applicable category when submitting quotations.

6 EMPLOYMENT OF LOCAL LABOUR:

*(Where applicable especially in areas of previously disadvantaged groups)*

7 GUARANTEE AND DEFECTS PERIOD:

The Contractor shall guarantee all material and workmanship and shall replace at this own expense any parts which are or become defective (other than from fair wear and tear) or incapable of their normal operation during the Defects liability period which shall commence at Practical Completion and Latent Defects which shall commence after end of defects liability period.

8 INDEMNITY:

The Contractor shall indemnify the Department of Health KZN against all claims, etc., which may arise as a consequence of the execution of the Contract and is required to sign the attached Form of Indemnity on award of the Contract. In the event of injury or damage to the Contractor's personnel or equipment, loss or damage of any portion of the Works, or of materials destined for the Works, public injury, or damage to public property, no claim for damage or responsibility will be accepted by the Hospital.

## CONDITIONS OF CONTRACT

9 PAYMENT:

Valuation dates will be advised by the Systems Manager.  
Invoices must reflect the date of Certification and the amount certified.  
Only original invoices will be processed for payment.

10 PERIOD FOR WHICH QUOTATION HOLDS GOOD:

This Quotation will remain valid for acceptance for a period of 60 days from the returnable date of the Quotation.

11 PREFERENTIAL PROCUREMENT:

The Department will apply their Preferential Procurement Policy which means that vendors could score advantage points for having historically disadvantaged, women or disabled partners (as verified on the Department of Health KZN Supplier Database), as well as functionality.

12 TAX COMPLIANCE:

It is the vendor's duty to ensure that their Tax Clearance Status on The City's Vendor Database is at all times kept up to date. A Respondent with an "Expired" Tax Clearance status will not be considered for Contract award. No payment will be effected if the Hospital is not in possession of a valid Tax Clearance Certificate.

13 DEFAULT:

Should it appear to the Hospital that the Contractor is not executing the Contract in accordance with the true intent and meaning thereof, or that he is refusing or delaying to execute the Contract or in the event of any other failure or default by the Contractor, then and in any such events the Hospital may give notice in writing to the Contractor to make good the failure or default, and should the Contractor fail to comply with the notice within the period specified therein, then and in such case the Hospital shall, without prejudice to any of its rights under the Contract, be at liberty forthwith to perform such works as the Contractor may have neglected to do, or to take the Contract wholly or in part out of the Contractor's hand and order from any other person. The Contractor shall be responsible for any loss the Hospital may sustain by reason of such action as the Hospital may take in terms of this Clause.

14 RESPONSIBILITY OF THE CONTRACTOR:

The onus rests with the successful contractor that he/she is aware of all the Defects and to **verify the measurements when quoting for this contract as no Additional payments outside this quotation will be made.**

Contractors should be represented at the site visit/clarification meeting by a person who is suitably Qualified and experienced to comprehend the implications of the work involved. Contractors or their official representatives who fail to complete and sign the Site attendance register will render their quotation liable for disqualification.

## CONDITIONS OF CONTRACT

### 17 NON-RESPONSIVENESS OF QUOTE: COMPULSORY REQUIREMENTS

Quotations will be considered non-responsive if, inter alia:

- the quotation is not in compliance with the Scope of Work;
- the Contractor has not completed the returnable quotation document in NON ERASABLE INK.
- the Contractor has not completed and signed Returnable Schedules:-
  1. Form of Offer Activity/Pricing Schedule
  2. Activity/Pricing Schedule
  3. Schedule of Specification Rates
- the Contractor is not CIDB registered;
- NO Public Liability Insurance
- Fall safety protection and proof of safety training
- No valid up to date tax clearance certificate;
- The contractor has failed to achieve the minimum points required of conditions of contract functionality.
- the Contractor has failed to clarify or submit any supporting documentation within the time for submission stated in the Employer's written request.

## Special Terms and Conditions

### 1. SCOPE OF THE WORKS: CLEANING OF INTERNAL AND EXTERNAL PERIMETER WINDOWS, LEDGES AND GUTTERS AT R.K. KHAN HOSPITAL.

The work comprises of cleaning of internal and external perimeter windows, ledges and gutters at R.K. Khan Hospital.

### 2. PRELIMINARIES:

#### 2.1 EXISTING PREMISES/FACILITIES :

The extent of the work to be done must be determined prior to commencing of work by inspecting all premises with the Maintenance manager/ Systems Manager and an agreed work schedule with locations must be drawn up before work can start.

#### 2.2 GENERAL REQUIREMENTS:

#### 2.3 PROVISION OF / AVAILABLE FACILITIES:

Toilet, water, electricity or storage facilities are available and the Respondent is to ensure facilities are used appropriately.

#### 2.4 DURATION:

It is a requirement of this contract that the works shall be completed within a period of 1 month from the date of receipt of the order, inclusive of any time required to provide proof of the required insurance cover, but excluding the year end break and special non-working days falling outside thereof.

#### 2.5 COMPLETION AND HANDING-OVER PROCEDURE:

It is the responsibility of the Contractor to do his own quality checks and snagging in order to ensure that the completed Works comply with the Specification in every respect. On completion of the Works or agreed section of the Works, the Contractor shall notify the Systems Manager/Cleaning Supervisor who will in turn snag the work and issue a Snag List. This list may need to be produced from several snagging inspections as may be necessary or convenient.

Thereafter, and upon notification by the Contractor of completion of the snagged items, Systems Manager/Cleaning Supervisor shall re-inspect these items in order to de-snag them. Only upon the de-snagging of all items on the List or those snag items in an agreed section of the Works, shall the Works, or such section of the Works as agreed upon, be deemed to be complete for handing over purposes. Until such a completed state is achieved, the Works, or those sections of the Works as defined, shall remain under the Contractors responsibility and insured by him.

#### 2.6 PENALTIES:

If the Quotation Adjudication points awarded to the Contractor are later found to be based on incorrect or false information, or the conditions pertaining to the award of points are not met, the Contractor shall be responsible for the determined cost incurred.

It is the responsibility of the Contractor to do his own snagging to ensure that the installations comply with the specification. On completion, the Project Engineer will snag the work and then de-snag after allowing a reasonable period for the Contractor to satisfactorily rectify any snags.

**2.7 PRICING:**

This is a fixed price Quotation. Any price increase of whatsoever nature, influencing the Contractors cost of executing the Works, will be borne by the Contractor who shall be deemed to have made allowance for this in his quotations price.

For the valuation of interim payments, extras and omissions, the Respondents Rates as priced in the attached Schedule shall apply. Rates are to allow for all sundries including preliminary and general requirements.

**2.8 CONTINGENCIES:**

The contingency sum as provided for on the Form of Offer is for use at the sole discretion and direction of the employer, and which may be deducted in whole or part if not required.

**2.9 Storage of Materials:**

The Contractor will be permitted, to store materials on site only in the area demarcated and agreed by the Hospital on handing over the site to the Contractor. The Contractor will be required at all times to keep the site in a neat and orderly fashion.

**2.10 Delivery of Materials:**

The Contractor will be required to take all possible precautions to avoid damage to the institutions" property and to prevent obstructions on any normal access route within the property.

**2.11 Security of the Works:**

The Contractor is responsible for his own security regarding materials stored on site, for his own and labourer's security and for the work in general for the duration of the contract. Costs relating to any security and insurances the contractor may require are to be included in the net tender.

## HEALTH & SAFETY REQUIREMENTS

1. The Contractor is to ensure compliance with the provisions of the OHS Act & all relevant regulations, by all employees of theirs & other contractors on the site.
2. The Contractor is to refer to the list of known or anticipated dangers, given hereunder, or hazards relating to work.
  - 3.1 Electrical Machines & Power Tools used.
  - 3.2 Hazardous compounds / liquids
  - 3.3 Fall protection.
  - 3.4 Access scaffolding or suspended platforms for external façade.
  - 3.5 Materials Hoist/s or Lifting Machines.
  - 3.6 Waste removal safely.
  - 3.7 (other)
4. Environmental concerns that need to be addressed include:
  - 4.1 Noise caused by work.
  - 4.2 Effect on adjoining buildings, roads, services, etc.
  - 4.3 Pedestrian/public safety.
  - 4.4 The use of visible signage and barricades.
5. All employees are to be instructed & trained by a competent person regarding any hazard identified on site, and the related work procedure.

Schedule of Rates

NO.	AREA	First Service	Second Service	Subtotal
1.	M-Block	R	R	R
2.	E and D Block,	R	R	R
3.	Administration Block,	R	R	R
4.	Clinics(Groundlevel- OPD,SOPD,CASUALTY)	R	R	R
5.	Card Office	R	R	R
6.	TCC (THUTHUZELA)	R	R	R
7.	Maintenance( ground level),	R	R	R
8.	Security, Transport,	R	R	R
9.	Boiler House,	R	R	R
10.	SCM block,	R	R	R
11.	ARV clinic	R	R	R
12.	TB Focal	R	R	R
13.	P-Block(including Pharmacy)	R	R	R
14.	Doctors Quarters/ Supervisors	R	R	R
		<b>Grand Subtotal</b>		<b>R</b>
		<b>Add 15% VAT</b>		<b>R</b>
		<b>TOTAL COST</b>		
		<b>(CARRIED TO PRICE PAGE)</b>		<b>R</b>



## 11. TAX INVOICE

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

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

## 12. PATENT RIGHTS

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

## 13. PENALTIES

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

## 14. TERMINATION FOR DEFAULT

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

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

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

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

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

**1. GENERAL CONDITIONS**

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

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

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

1.3 Points for this quote shall be awarded for:

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

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

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

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

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

**2. DEFINITIONS**

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

- P<sub>s</sub> = Points scored for price of bid under consideration
- P<sub>t</sub> = Price of bid under consideration
- P<sub>min</sub> = price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING  
applicable box)

(Tick

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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7.1 Will any portion of the contract be sub-contracted?

7.1.1 If yes, indicate:

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

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

(Tick applicable box)

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

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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Designated Group: An EME or QSE which is at least 51% owned by:	EME	QSE
Black people	√	√
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

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

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

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

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

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
.....

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

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

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-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 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.

<b>WITNESSES</b>
1. ....
2. ....

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