

AdvertQuote



**KWAZULU-NATAL PROVINCE**  
HEALTH  
REPUBLIC OF SOUTH AFRICA

Quotation Advert

Opening Date:

Closing Date:

Closing Time: 11:00

**INSTITUTION DETAILS**

Institution Name:

Province: KwaZulu-Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required

Date Submitted

**ITEM CATEGORY AND DETAILS**

Quotation Number: ZNQ:

Item Category:

Item Description:

Quantity (if supplies)

**COMPULSORY BRIEFING SESSION / SITE VISIT**

Select Type:

Date:

Time:

Venue:

QUOTES CAN BE COLLECTED FROM:

QUOTES SHOULD BE DELIVERED TO:

**ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:**

Name:

Email:

Contact Number:

Finance Manager Name:

MR BS MBOKORJ

Finance Manager Signature:



No late quotes will be considered



**health**

Department:  
Health  
PROVINCE OF KWAZULU-NATAL

St Mary's KwaMagwaza Hospital , Magwaza Road (8-9 KM)  
Private Bag X 808 Melmoth 3835  
Tel.: 035 450 8258 /450 8248, Fax.: 035 450 8253  
Email.: andile.shandu@kznhealth.gov.za  
Email.:Thoba.zulu@kznhealth.gov.za  
[www.kznhealth.gov.za](http://www.kznhealth.gov.za)

St Mary's KwaMagwaza Hospital  
Supply Chain Management

Enquiries: SCM Office  
Date: 05 September 2022  
Tel. no.: 035 450 8248  
Ref. no.: KMG 217-22-23

### INVITATION TO QUOTE

ATT: SERVICE PROVIDER  
FROM: KWAMAGWAZA HOSPITAL  
RE: SUPPLY AND INATALL SELF BUNDED FUEL DIESEL STORAGE TANK UNIT AT  
KWAMAGWAZA HOSPITAL  
You are cordially requested to give all-inclusive quotation for the above mentioned item:

| NO. | ITEM DESCRIPTION  | QUANTITY | COMPLIANT TO SPECIFICATION |    |
|-----|---|----------|----------------------------|----|
|     |   |          | YES                        | NO |
| 1.  | Supply and install new-self banded fuel diesel storage tank unit.<br>-The contractor shall supply and install the 10 000L diesel tank at kwaMagwaza hospital.<br>-The tender shall cover the cost of supplying, installing, constructing the plinth and making the necessary connection.<br>-The tank shall be linked to the generator using the correct pipe.<br>-For all export requirements, the constructor shall be the responsible party for all freight related services in accordance to foreign trade regulations whining south Africa, if tank to be imported.<br>-Construct tank foundation, externa catchment and separator kits with civil works grouting.<br>-Supply and install the 10 000L self-banded tank.<br>-Product to commissioning of works.<br>-Provide lightning protection for the tank.<br>-Commissioning of equipment.<br>-It is recommended that the constructor conduct the commissioning training and hang over of equipment supplied in order to honour warranty to | 01       |                            |    |

|  |  |  |  |
|--|--|--|--|
| <p>equipment and ensure site installation with operation equipment requirement are functional and implemented within regulated standard.</p> <p>-A commissioning fee, a chargeable expense and component to labour travel and accommodation, if necessary (contractor's direction)</p> <p>-Local council approvals must be submitted for this project, if necessary.</p> <p>-Warranty-equipment and workmanship shall be guaranteed for a period of 12 months from date of takeover by customer.</p> |  |  |  |
|--|--|--|--|

**SCM REQUIRED DOCUMENTS TO BE ATTACHED**

| <b>DOCUMENTS REQUIRED</b> |   | <b>YES</b> | <b>NO</b> |
|---------------------------|---|------------|-----------|
| Annexure A                | CIBD Grading: 1ME or above  |            |           |
| Annexure B                | Correctly filled specification/schedule of rates with calculation tallying. |            |           |
| Annexure C                | Copy of trade test for diesel Mechanical/electrical/fitting and turning     |            |           |
| Annexure D                | Clear brochure of the tank to be installed.                                 |            |           |

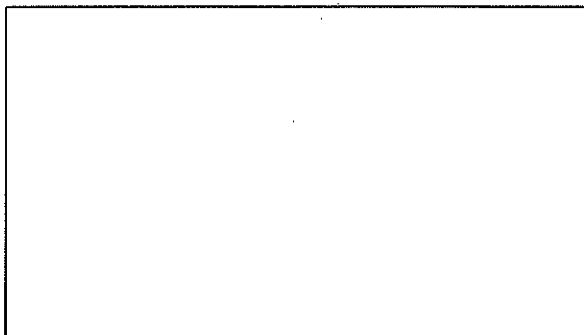
**TO BE SIGNED BY THE SUPPLIER UPON COMPLETION:**

I, the undersigned (**initial and surname**): \_\_\_\_\_

Certify that the information furnished above is correct. I also accept that this information will be used in the evaluation process and that my bid/quote may be rejected or accepted based on the information I furnished.

**Signature:** \_\_\_\_\_ **Position:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**SUPPLIER COMPANY STAMP:**



**STANDARD QUOTE DOCUMENTATION OVER R30 000.00**

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: Kwamagwaza hospital

DATE ADVERTISED: 2022-09-19 CLOSING DATE: 2022-09-29 CLOSING TIME: 11:00

FACSIMILE NUMBER: N/A E-MAIL ADDRESS: quotations.kwamagwaza@kznhealth.gov.za

PHYSICAL ADDRESS: KwaMagwaza Road Melmoth 3835

QUOTE NUMBER: ZNQ / KMG / 217 / 22 - 23

DESCRIPTION: SUPPLY AND INSTALL NEW SELF BUNDED FUEL DIESEL TANK STARGAE AT KWAMAGWAZA HOSIPTAL

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

CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO. M A A A

UNIQUE REGISTRATION REFERENCE

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|

DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS)

KwaMagwaza Road Melmoth 3835

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.

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) YES NO

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





**KWAZULU-NATAL PROVINCE**  
HEALTH  
REPUBLIC OF SOUTH AFRICA

**DIRECTORATE:**

Private Bag X808, Melmoth, 3835

**KwaMagwaza Hospital**

Tel: 035 450 8200

## **DEPARTMENT OF HEALTH**

### **PROVINCE OF KWAZULU-NATAL**

**FACILITY NAME: KWAMAGWAZA HOSPITAL**

**PROJECT DESCRIPTION: SUPPLY AND INSTALL A 10000L DIESEL TANK**

**REQUIRED CIDB GRADING: 1 ME or above**

#### **QUOTATION DOCUMENT**

**DEPARTMENT OF HEALTH**

**Project Leader: Zinhle Shange**

**Telephone No: 035 450 8312**

**Email: [nokuthula.qwabe@kznhealth.gov.za](mailto:nokuthula.qwabe@kznhealth.gov.za)**



## **PART ONE - INVITATION TO QUOTE AND QUOTATION CONDITIONS**

### **ATTENTION:**

Dear Sir/Madam

### **DEPARTMENT OF HEALTH: QUOTATION: KWAMAGWAZA HOSPITAL: SUPPLY AND INSTALL A 10000L DIESEL TANK**

1. On behalf of the Province of KwaZulu-Natal Department of Health, we hereby invite you to quote for the above service, in accordance with the terms and conditions stipulated on this document.
2. Please note that the quotation must be deposited in a sealed envelope endorsed with the Tenderer's name, the Contact Number and the Due Date, in the bid box situated at (street address), KwaMagwaza Hospital on or before the date stipulated on the advert.
  - 2.1 The use of correcting fluid, e.g. "Tippex" etc. will lead to the automatic disqualification of the Quotation.
  - 2.2 Only the original document duly signed and completed in its entirety, will be given consideration.
  - 2.3 Suppliers' quotations may be facsimile or photocopied, refer to advert.
  - 2.4 Labour hours, kilometres, nights out shall be included as part of material and equipment quoted for. Material and Equipment prices shall be firm for ninety (90) days from date of quotation.
  - 2.5 Only additions or omissions arising from written authorised variations, or documented delays caused by circumstances beyond the contractor's control will be accepted as a valid variation in cost.
3. **THE QUOTATION SHALL BE FULLY DETAILED AND INCLUDE THE FOLLOWING IN THE BOQ:**
  - 3.1 Subtotal
  - 3.2 15% VAT and Grand Total.
4. Kindly complete the attached document and return all pages as per paragraph above.





## **QUOTATION DOCUMENT CONTENTS**

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The Contractor is required to check these documents and drawings and the number of pages listed above which together form the Contract Agreement document. The Contractor shall satisfy himself that this document is complete in accordance with the above schedule and if any pages or drawings are found to be missing, or duplicated, shall immediately request the Engineer to rectify the discrepancy. No liability will be admitted by the Employer in respect of errors in the Contractors quote due to the foregoing.



## **PART TWO (A) - SCHEDULE OF RETURNABLES**

| <b>Returnable</b>  | <b>Returned (Yes/No) – to be filled in by contractor</b> |
|--|--|
| Proof required grading: 1 ME or above  |  |
| Copy of trade test for diesel mechanic/electrical/fitting and turning          |  |
| Correctly filled specification / schedule of rates with calculations tallying. |  |
| Clear brochure of the tank to be installed                                     |  |

Failure to submit the required returnables under PART TWO (A) will disqualify the service provider.





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### **PART THREE - CONDITIONS OF CONTRACT**

These Works shall be carried out in accordance with the Terms and Conditions as specified in this document regarding installation.



## **PART FOUR - TECHNICAL SPECIFICATION**

- 4.1 All electrical work is to be carried out in accordance with the Department of Health Standard Specification for the Electrical Equipment and Installation for Electrical Services.
- 4.2 All low voltage switchgear and control gear assemblies are to comply to SABS 1473 Part 1 - 1989 / IEC 439 - 1 1985, SANS 10142 and all applicable SANS standards.
- 4.3 The Contractor should fully familiarise himself with these documents prior to quoting.
- 4.4 An Electrical Certificate of Compliance, in accordance with the OHS Act, will be required for all Electrical Works.

### **GENERAL**

- 4.5 This Technical Specification shall be read in conjunction with all other sections of the specification and cognisance shall be taken of the clauses relevant to this particular installation, whether any specific clauses are referred to or not.

### **TANK SPECIFICATION**

- 4.1 Size - 10000L self bunded diesel tank
- 4.2 Use - Designed for stationary (static) storage. Not designed to be moved with liquid in the tank.
- 4.3 Filling - Designed to be nozzle filled only.
- 4.4 - Top mounted lockable spill containment box with tank fill / dipstick point.
- 4.5 Fittings - Numerous additional DN50 (2") Sockets for mounting of monitoring and dispensing equipment.
- 4.6 Vent - DN50 (2") Vent Pipe - total height from the ground 4m - supplied with Gauze Element.
  - Use of a Donaldson TRAP Filter to prevent the ingress of dust and water into your tank.
- 4.7 Interstitial Dip - Interstitial Space Dip Point supplied with aluminium dipstick.
- 4.8 Forklift Pockets - 4 Way Forklift Pockets
- 4.9 Lifting Lugs - Crane lifting lugs - Fully certified Crane Lifting Lugs, tank can be lifted when full of liquid.
- 4.10 Mechanical contents gauge
- 4.11 The outer tank must hold 110% of the inner tank's capacity.
- 4.12 Inner tank is fully baffled to allow transport with liquid in the tank.
- 4.13 Manufactured from heavy duty mild steel.
- 4.14 Paint Colour RAL9003 Signal White/Tanks are sandblasted. Primer. 2nd Coat. Final Coat. Finished dry film thickness no less than 180 um.



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- 4.15 Innovative tank in tank design. The inner tank can be removed from the outer tank for maintenance and cleaning.
- 4.16 Mechanical contents gauge.
- 4.17 Fully lockable lid on gas struts with vandal proof lock housing.
- 4.18 Generator hose suction and return points.
- 4.19 Secure hose entry and exit ports.
- 4.20 Removable lid for ease of maintenance.
- 4.21 Supplied with all required statutory decals.
- 4.22 The material used must be SABS approved.
- 4.23 3 x 25mm Suction Points c/w suction tubes and foot valves / 3 x 25mm Return Points / a dedicated Dip and Fill Point and 80mm Vent Outlet.
- 4.24 Supply and install steel bollard.



## **PART FIVE - PARTICULAR SPECIFICATION**

### **5. PARTICULAR SPECIFICATION**

#### **5.1 GENERAL REQUIREMENTS**

Tenderers are to make special note of the following:

The whole installation shall be in accordance with the Occupational Health and Safety Act 85 of 1993 and all regulations framed therein shall be carried out to the satisfaction of the Department of Health.

Competent workmen skilled in their trade shall carry out all work. Quality shall be of the best standard practice and all workmanship will be subject to the approval of the Department of Health.

The work shall at all times, for the duration of the contract, be carried out under the supervision of a skilled and competent representative of the Contractor, who will be able and authorized to receive and carry out instructions on behalf of the Contractor. A sufficient number of workmen shall be employed at all times to ensure satisfactory progress of the work.

All apparatus, component parts, fittings and materials employed in the execution of the Contract shall be new and unused and shall be the latest type or pattern of the particular manufacture employed. S.A.B.S. mark bearing items shall be used wherever possible.

The complete installation must be guaranteed against defective parts and workmanship for a period of twelve months after the date of issue of the Completion Certificate. This period shall run concurrently with the maintenance period.

Rates are to include for commissioning and testing of the complete installation and handing over in working order ready for use.

Tenderers are advised to visit the site and acquaint themselves fully with the site conditions and nature and full extent of work involved prior to submitting their tender. Claims on the grounds of insufficient information in such respects or otherwise will not be entertained by the Administration.

The Administration reserves the right to make emergency repairs to keep the equipment in operation without voiding the Contractor's Guarantee, nor relieving the Contractor of his responsibility during the guarantee period when, after proper notice, the Contractor fails to attend to such emergency repairs. All costs incurred by the Administration under these circumstances will be for the account of the Contractor.



## **5.2 SCOPE OF WORKS**

This specification calls for:

- The Contractor shall supply and install the 10000L diesel tank at KwaMagwaza Hospital. The tender shall cover the cost of supplying, installing, constructing the plinth and making the necessary connections.
- The tank shall be linked to the generator using the correct pipe.
- For all export requirements, the contractor shall be the responsible party for all freight related services in accordance to foreign trade regulations within South Africa, if tank to be imported.
- Construct tank foundation, external catchment and separator kits with Civil Works and Grouting.
- Supply and install the 10000L self-bunded tank.
- Product for commissioning of works.
- Provide lightning protection for the tank.
- Commissioning of equipment:
  - It's recommended that the contractor conducts the commissioning, training and hand over of equipment supplied in order to honour warranty to equipment and ensure site installation with operational requirements are functional and implemented within regulated standard.
  - A commissioning fee, a chargeable expense and component to labour, travel and accommodation, if necessary (contractor's discretion).
- Local council approvals must be submitted for this project, if necessary.
- Warranty - equipment and workmanship shall be guaranteed for a period of 12 months from date of takeover by customer.

## **5.3 PROGRAM OF WORKS**

A program shall be submitted prior to the commencement of any work.

## **5.4 DESCRIPTION OF WORK**

The work is mainly supplying and delivery of the diesel tank with a bit of construction work wherein a plinth will be constructed as per the tanks works.

## **5.6 TESTING AND COMMISSIONING**

All installation shall be tested and commissioned.





## **PART SIX - SCHEDULE OF RATES**

### **6.1 ITEMS AND PRICING**

The Department reserves the right to place an order for any quantities of items included in the Schedules. The Schedule of Rates must also not be assumed to include and describe every detail of the supply requirement, but must be taken and read in conjunction with the other parts of the document. Thus the supplier shall not have claim for further payment in respect of any order which may be described or implied in the contract, although apparently no corresponding items are given in the Schedule of Rates. The supplier shall be deemed to have satisfied himself before quoting as to the correctness and sufficiency of his quote for the contract and of the rates and prices stated in the Schedule of Rates.

### **6.2 TAX AND DUTIES**

Prices, quoted and paid, must include all customs, excise and import duties, and any other tariffs or taxes levied by the government or statutory body having jurisdiction on the goods provided under this contract, including Value Added Tax (applicable to the current rate).

### **6.3 RATES**

Except where provision is made in the Schedule of Rates, the rates and prices inserted shall be the full rates and prices for the service delivered described under the respective items and shall cover all labour, transport, overhead charges and profit, etc. as well as the general liabilities, obligations and risks arising out of the Conditions of Contract, the overhead charges and profit being spread proportionately over the rates of the relative items in the Schedule of Rates.



**PART SEVEN - BILL OF QUANTITIES**

| <b>KWAMAGWAZA HOSPITAL: INSTALLATION OF 10000L DIESEL TANK</b>  |  |                |          |      |       |
|---|--|----------------|----------|------|-------|
| <p><b>NOTE:</b> All rates for items contained in this Schedule of Prices must be computed <b>including</b> the applicable Value Added Tax but include labour, material, mark-up, overheads, transport costs, etc. The Administration reserves the right to Negotiate prices in the quotation. The work has to be approved by Engineer before processing the payment.<br/>There will be a 10% retention on the payments which will be held by the Department for 12 months until the warranty/guarantee period lapses.</p> |  |                |          |      |       |
| <p><b>All rates quoted shall be inclusive of transport, labour and profit. The bidders are advised that the above service to be finished within a 2 months from the day of the official order.</b></p>  |  |                |          |      |       |
| No.   | Description  | Unit           | Quantity | Rate | Total |
| <b>1</b>  | <b><u>REMOVAL OF EXISTING TANK</u></b>   |                |          |      |       |
| 1.1   | Remove existing tank and mount it in position recommended by hospital  | Item           | 1        |      |       |
| <b>2</b>  | <b><u>EXCAVATIONS AND CUT OUT</u></b>  |                |          |      |       |
| 2.1   | Cut out existing plinth to cast plinth for the new tank as per the dimensions of tank (estimated 5m long x 3m width – to be remeasured)  | m <sup>2</sup> | 15       |      |       |
| 2.2   | Excavation in soft material not exceeding 5m long x 3m wide x 0.3m deep  | m <sup>3</sup> | 4.5      |      |       |
| 2.3   | Drill wall to allow for piping to go through wall to the internal of the generator house.  | Item           | 1        |      |       |
| 2.4   | Surplus material from excavations and/or stock piles on sites to a dumping site to be located by the contractor  | m <sup>3</sup> | 4.5      |      |       |
| <b>3</b>  | <b><u>PRECAST PLINTH</u></b>   |                |          |      |       |
| 3.1   | Construct a concrete plinth with reinforcing of 20MPa strength, reinforced.<br>NOTE: To be placed on level ground to avoid cracks and shall be inspected by the Departmental Engineer before offloading.   | Item           | 1        |      |       |
| <b>4</b>  | <b><u>SUPPLY, INSTALLATION AND COMMISSIONING OF INSTALLATION OF TANK</u></b>   |                |          |      |       |
| 4.1   | Supply, install and commission the 10000L tank as per the specification under "PART FOUR – TECHNICAL SPECIFICATION" and must be linked to the generator tank through piping as recommended by OEM, must be protected by a steel encasing. Distance does not span more than 5m. | Item           | 1        |      |       |
| 4.2   | Provide adequate lightning protection for the tank as advised by OEM.  | Item           | 1        |      |       |
| 4.3   | Supply and install stainless steel bollard, supplied with a fixed pin lock for convenience, supplied with lugs for locking with padlock, rubber stoppers for soft landing when lowered and can be lowered in forward and backward position.                                    | Item           | 1        |      |       |
| <b>5</b>  | <b><u>Maintenance manuals.</u></b><br>Compile and provide three (3) maintenance manuals.   | Item           | 1        |      |       |



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|             |   |      |   |          |          |
|-------------|---|------|---|----------|----------|
| 6           | <b>Certificate of compliance</b><br>On completion of the works, a COC must be issued to the Department's Inspectorate staff in terms of the Occupational health and Safety Act 1993 | Item | 1 |          |          |
| 7           | <b>Provisional amount for installation of fuel pump including piping</b>  | Item | 1 | R 20 000 | R 20 000 |
| SUB TOTAL   |   |      |   |          | R        |
| VAT @ 15%   |   |      |   |          | R        |
| GRAND TOTAL |   |      |   |          | R        |



## **BILL OF QUANTITIES**

### **PREAMBLE TO THE BILL OF QUANTITIES**

1. All prices shall be quoted in the currency of the Republic of South Africa and will be held to be firm. Only where exchange rates have been stated in the quotation document, as at two weeks (14 days) prior to closing date of this quotation, will such exchange rate fluctuation be taken into account in the variation of the cost of the imported items/equipment.
2. The Tenderer shall enter a price against each item in the schedule of prices. If the Tenderer fails to enter a price against any item in the schedule of prices the relevant cost of such item shall be regarded as being covered by other prices in the schedule of prices.
3. **The prices quoted against each item of these schedules shall cover the full inclusive cost of everything required for the execution of the work under the item plus an apportionment of any cost involved in meeting the obligations and liabilities imposed by the conditions of contract and in complying with the specifications.**
4. The prices quoted for the supply of plant and equipment shall include for all handling, loading, transporting and off-loading required for the delivery of the plant and equipment to the site, including in the case of off-site storage for double handling at the store.
5. The prices quoted for erection and installation shall include for all handling, loading, transporting and off-loading, to take plant and equipment to place on site where required, erection, installation, painting, commissioning, operating, testing, adjusting, handing over in proper working order and guarantee for a period of 12 months, all as specified.
6. The tendered rates and amounts must exclude Value Added Tax (VAT) but must include all levies, other taxes and duties on items to which they apply. Separate provision has been made in the Summary of Schedule of Prices for the purpose of VAT.
7. The Schedule of Prices shall be completed and signed in **black ink**. Corrections must be done by deleting, re-writing and initialling next to the amendment.
8. Electrical and Mechanical work is not measured according to the Standard Procedures of Building Work.



## GENERAL CONDITIONS OF CONTRACT

### 1. AMENDMENT OF CONTRACT

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

### 2. CHANGE OF ADDRESS

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

### 3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

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

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

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

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

### 5. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS

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

### 6. SAMPLES

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

### 7. COMPULSORY SITE INSPECTION / BRIEFING SESSION

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

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

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

### 8. STATEMENT OF SUPPLIES AND SERVICES

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

### 9. SUBMISSION AND COMPLETION OF SBD 6.1

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

### 10. TAX COMPLIANCE REQUIREMENTS

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

## 11. TAX INVOICE

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

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

## 12. PATENT RIGHTS

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

## 13. PENALTIES

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

## 14. TERMINATION FOR DEFAULT

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

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



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

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

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

**1. GENERAL CONDITIONS**

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

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

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

1.3 Points for this quote shall be awarded for:

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

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

|  | <b>POINTS</b> |
|--|---------------|
| <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> | <b>100</b>    |

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:

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

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

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

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

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

**5. BID DECLARATION**

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

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

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

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

**7. SUB-CONTRACTING applicable box)**

(Tick

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

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

7.1.1 If yes, indicate:

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

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

(Tick applicable box)

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

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

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

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

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]

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

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
.....

9.6 COMPANY CLASSIFICATION [TICK APPLICABLE BOX]

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

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

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

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

|           |
|-----------|
| WITNESSES |
| 1. ....   |
| 2. ....   |

|                                     |
|-------------------------------------|
| .....<br>SIGNATURE(S) OF BIDDERS(S) |
| DATE: .....                         |
| ADDRESS.....<br>.....<br>.....      |