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Shabane Thabisile - ?



KZN HEALTH

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#### AdvertQuote



### Quotation Advert

Opening Date: 2022-09-30

Closing Date: 2022-10-07

Closing Time: 11:00

#### INSTITUTION DETAILS

Institution Name: Ladysmith hospital

Province: KwaZulu-Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required: LADYSMITH REGIONAL HOSPITAL

Date Submitted: 2022-09-29

#### ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ: LSH1205/22/23

Item Category: Goods

Item Description: LAY FLOOR TILES AT DRIEFONTEIN CLINIC  
CIDB 1GB

Quantity (if supplies)

#### COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Compulsory Briefing Session

Date: 2022-10-04

Time: 2:00 pm

Venue: DRIEFONTEIN CLINIC LADYSMITH

QUOTES CAN BE COLLECTED FROM: ATTACHED:DOWNLOAD FROM WEBSITE AND BRING TO SITE BRIEFING

QUOTES SHOULD BE DELIVERED TO: 36 MALCOM ROAD , LADYSMITH 3370(MAIN GATE TENDER BOX)

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

Name: T.SHABANE

Email: ladysmith.quotation@kznhealth.gov.za

Contact Number: 036 638 0135

Finance Manager Name: XL Ntuli

Finance Manager Signature: 

No late quotes will be considered



**KWAZULU-NATAL PROVINCE**

HEALTH  
REPUBLIC OF SOUTH AFRICA

LADYSMITH REGIONAL HOSPITAL

**DIRECTORATE: FINANCE**

Private Bag x9928, Ladysmith, 3370

36 Malcom Rd, Ladysmith, 3370

Tel: 036 638 2111 Fax: 036 638 0135

[www.kznhealth.gov.za](http://www.kznhealth.gov.za)

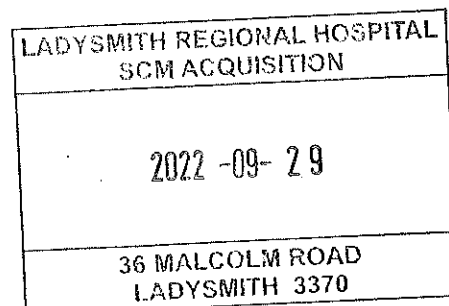
SCM

TERMS OF REFERENCE FOR THIS QUOTATION NUMBER LSH1205/22/23

DESCRIPTION: LAY FLOOR TILES AT DRIEFONTEIN CLINIC

Suppliers are to take note of the following:-

1. Documents are attached on this advert
2. Document must be downloaded on the website (no documents will be distributed at site briefing)
3. Suppliers must bring the document on the site briefing for it to be stamped and signed (no documents will be signed outside the meeting)
4. Suppliers to make sure they sign attendance register at the site briefing.
5. Suppliers to take note of the CIDB 1GB grading requirement for this quotation.
- 6. Only suppliers that attended the site briefing and compliant with requirements will be considered for this quotation.**





health

Department:

Health

**PROVINCE OF KWAZULU-NATAL**

LSH 1205 / 22 / 23

## LADYSMITH REGIONAL HOSPITAL

LAY FLOOR TILES AT DRIEFONTEIN CLINIC

Closing Date & Time : 07 October 2022 @ 11h00am  
Contract Period : 60 Days  
Site Briefing Date : 04 October 2022 @ 14h00pm in  
Venue : Driefontein Clinic  
Contact Person : S.A. ZWANE  
Technical Person : Z.M.A. GULIWE (036-638 0269)  
Contact Telephone : 036 638 0097  
Number

**DOCUMENTS DELIVERED BY HAND MUST BE DEPOSITED IN THE QUOTATION BOX SITUATED IN:**

36 MALCOM ROAD LADYSMITH 3370	THE QUOTATION BOX IS AVAILABLE ON THE FOLLOWING DAYS AND TIMES: MONDAYS TO FRIDAYS 07:30 - 16:00
-------------------------------------	--

**DOCUMENTS POSTED SHALL BE ADDRESSED TO:**

LADYSMITH REGIONAL HOSPITAL  
PRIVATE BAG X 9928  
LADYSMITH, 3370

**NAME OF TENDERER:** \_\_\_\_\_

**CENTRAL SUPPLIER DATABASE REGISTRATION NO.:** \_\_\_\_\_

CENTRAL SUPPLIER DATABASE REGISTRATION CLASSIFICATION :( Tick (✓) applicable block)

VALIDATED SUPPLIER

CENTRAL SUPPLIER  
DATABASE:







**KWAZULU-NATAL PROVINCE**  
 HEALTH  
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**PROVINCE OF KWAZULU-NATAL  
 DEPARTMENT OF HEALTH  
 ZNQ NO-----: UTHUK-H- FUNDED FROM CAT "C"  
 UTHUK-H- LADYSMITH REGIONAL L HOSP. /22**

APPOINTMENT OF CONTRACTOR TO CARRY OUT,  
 SUPPLYING OF LABOUR AND SABS APPROVED MATERIALS  
 TO LAY FLOOR TILES AT DRIFORTAIN CLINIC TO THE AREAS AND CONSULTING ROOMS LISTED BELOW  
 300MMX300MMX8.5MM OR 10MM FULL BODIES' NON-SLIP RESISTANT TILES FIXED ON 19MM  
 BEDDING ON SCREED AND IT MUST BE SALT AND PAPER.

- Closing Date & Time** : \_\_\_\_\_ @ 11h00
- Contract Period** : **Four Weeks.**
- Validity Period** : \_\_\_\_\_ Days
- Technical Contact Person** : **Mr. Z. Guliwe**
- Contact Telephone Number** : **036-6772111**
- On Site Inspection** : \_\_\_\_\_ @ 10h00

**DOCUMENTS DELIVERED BY HAND MUST BE DEPOSITED IN THE QUOTATION BOX SITUATED IN:**

THE TENDER-BOX LADYSMITH REGIONAL HOSPITAL MALCOLM ROAD, LADYSMITH,3370	THE QUOTATION BOX IS AVAILABLE ON MONDAYS TO FRIDAY - EXCESS PERMISSION WILL BE OBTAINED FROM THE MAIN GATE SECURITY.
--	--

**N.B.: TENDER BOX WILL BE CLEARED AT 1100Hrs ON THE CLOSING DATE.**

*Name of Tenderer* \_\_\_\_\_  
 \_\_\_\_\_

**BID FOR APPROVAL BY THE DEPARTMENTAL BID SPECIFICATION COMMITTEE**

**REFERENCE: ZNQ \_\_\_\_\_-H-  
 ENQUIRIES: MR. GULIWE  
 DATE: \_\_\_\_\_**



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**1. PROJECT SPECIFICATIONS**

**1.1 SCOPE OF CONTRACT**

This Contract is for the execution of the project indicated above.

**1.2 CONTRACT DRAWINGS**

Drawing N/A

**1.3 CONDITIONS OF CONTRACT AND PRELIMINARIES**

**1.3.1 PERIOD OF CONTRACT**

Four (04) *weeks* as the Contract Period for the completion of the Work from date of Site handover.

1.3.1.1 **NB. Contractor will be given seven (7) working days to resume his/her duties after the order with order number has been issued. Failer to do so, an evaluation committee will re-evaluate and re-issue the order to the next following contractor on condition that contractor meets all the requirements and will be able to resume.**

**1.3.2 CONTRACT GUARANTEE:**

Damage to the existing buildings - Bidders to note that any damages done or occurring to any of the buildings will be repaired at the expense of the contractor/ Tenderer. **Laying of floor tiles must** be done to the satisfaction of the KwaZulu- Natal Department of Health (infrastructure).

Bidders are advised to visit the site prior to tendering and to acquaint themselves with the nature of the work to be done and access to the sitting of the existing buildings etc., as no claim whatsoever will be allowed on the grounds of ignorance of the conditions under which the work will be executed.

**1.3.3 GUARANTEE PERIOD**

The guarantee period for the completion of the Structure indicated above and all materials must be a minimum of Five (05) years from the date of final delivery.

**1.3.3.1 PENALTY FOR NON COMPLETION**

Penalties of 5 % a day shall apply for non-completion.

**1.3.4 SITE AND MODE OF PROCEDURE**

The work or services contained in this contract will be carried out on the site of the existing **Grounds** The Bidder is advised that the existing premises (**Drefontain clinic**) will be fully occupied throughout the period of the contract, and that the minimum amount of disruption to services is of the utmost importance.



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### **1.3.5 SATISFACTORY INSTALLATION**

The whole project shall be carried out in accordance with the South African Bureau of Standards Code of Practice for the application of National Building Regulations, the KZNPA Standard Preambles to all Trades, the KZNPA General Specification, the South African Bureau of Standards Code of Practice and the Occupational Health and Safety Act and Regulations 85/1993 as amended.

### **1.3.7 GENERAL**

The Bidders / Contractors will be responsible for Laying of Floor Tiles work associated with contraction. Cleaning of the entire area is compulsory and shall be added to the schedule of works and must be to the satisfaction of the KwaZulu-Natal Department of Health.

## **2. TECHNICAL SPECIFICATION**

### **2.1 GENERAL**

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 project, whether any specific clauses are referred to or not.

#### **2.1.1 SCOPE**

Supply labour and materials to complete **Laying of Floor tiles**. All Materials which are used are to comply to original manufactures standards. Bidders are to ensure that all materials shall be handed over to Systems manager for inspection and approval before assuming of duty, any materials which do not comply will not be accepted, it is compulsory to communicate with Systems Manager for any clarities which may be required. Bidders are to note that

**NB. NO PART PAYMENT WILL BE GRANTED IN THIS CONTRACT, CONTRACTOR TO COMPLETE WORKS TO THE SATISFACTION OF THE CLINIC AND SUBMIT INVOICE FOR PAYMENT.**





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### 2.1.2 WORK TO BE CARRIED OUT

#### 2.1.2.1 Laying of floor tiles at Drefontain Clinic

## 3. SCHEDULE OF RATES

### PREAMBLE TO SCHEDULE OF RATES

#### 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 tendering as to the correctness and sufficiency of his tender for the contract and of the rates and prices stated in the Schedule of Rates.

#### Tax and Duties

Prices, tendered 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).**

#### 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.



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Item	DESCRIPTION	UNIT	QTY	RATE/ UNIT		TOTAL	
				R	c	R	c
	<p><b>NOTE:</b></p> <p>1) All rates for items contained in this Schedule of Prices must be computed <b>excluding</b> the applicable Sales Tax.</p> <p>2) Where items are described as "Or other approved", approval must be obtained prior to tendering or submission of documents.</p> <p>3) All rates quoted shall be inclusive of transport, labour and profit.</p> <p>4) <u>NOTES:</u> All rates quoted shall be inclusive of transport, labour and profit. The bidder is advised that the buildings are occupied and interruptions to the electrical installation must be kept to an absolute minimum.</p> <p>5) THE DEPARTMENT WILL NOT BE RESPONSIBLE FOR ANY MISTAKES AND SPOILED DOCUMENTS</p> <p>6) ALL ENQUIRIES ABOUT THE PRINTING SHOULD BE LEASED WITH MAINTENANCE DEPARTMENT LADYSMITH REGIONAL HOSPITAL</p>						
	<p><b>PROVINCE OF KWAZULU-NATAL DEPARTMENT OF HEALTH ZNQ NO-----: UTHUK-H- FUNDED FROM CAT "C" UTHUK-H- LADYSMITH REGIONAL L HOSP. /22</b></p> <p>APPOINTMENT OF CONTRACTOR TO CARRY OUT, SUPPLYING OF LABOUR AND SABS APPROVED MATERIALS TO LAY FLOOR TILES AT DRIFORTAIN CLINIC TO THE AREAS AND CONSULTING ROOMS LISTED BELOW 300MMX300MMX8.5MM OR 10MM FULL</p>						

	BODIES' NON-SLIP RESISTANT TILES FIXED ON 19MM BEDDING ON SCREED AND IT MUST BE SALT AND PAPER.						
	<p>Remove existing damaged vinyl sheeting to all areas listed below and dispose it to an approved dumping area and disposal certificate must be attached to an invoice when submitting for payment.</p> <p><b>NB.</b> Failer to do so payment will not be Processed.</p> <p><b>PROCEDURE</b></p> <ul style="list-style-type: none"> <li>➤ Clean and prepare the floor for new tiles apply key coat and allow to cure and dry for at list</li> <li>➤ 24 hours before applying new tile fix and lay new tiles.</li> <li>➤ Supply labour and materials to lay floor tiles 300mmX300mmx8.5mm or 10mm full bodies non-slip resistant tiles fixed on 19mm bedding on screed and flush pointed with "TAL SUREEROOF" water proof joining compound, "TAL GOLD STAR" adhesive and TAL FINE EPOXY Grouting</li> <li>➤ Contractor can choose nylon cross spacers but s normally 4mm gives you better finishing</li> <li>➤ Contractor must also allow cleaning chemicals to clean and seal the fixed tiles</li> <li>➤ <b>NB.</b> Scatting of 100mm with cream edges PVC</li> </ul>						
	<b><u>AREAS ARE AS FOLLOWS:</u></b>						
01	Delivery Room 39 SQM		01				
02	Bathroom 5 SQM		01				
03	Passage 164 SQM		01				
04	Waiting area 43 SQM		01				
05	Store Room 3 SQM		01				
06	Duty Room 9 SQM		01				
07	Pharmacy 12 SQM		01				
08	Consulting Acute 13 SQM		01				
09	Consulting Room MCWH 13 SQM		01				
10	Procedure Room Isolated 18 SQM		01				

11	Emergence room 13 SQM		01				
12	Ablution 7SQM		01				
13	02 bed ward 39 SQM		01				
<b>Carried To Collection Summary</b>						<b>PS 1</b>	<b>R</b>



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**COLLECTION SUMMARY**

**NOTE:**

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

Collection Summary PS 1	R		
Collection Summary PS 2	R		
SUB-TOTAL "A"	R		
ADD Provision for Value Added Tax Allow 14% of SUB-TOTAL "A"	R		
<b><u>TOTAL: CARRIED TO TENDER FORM</u></b>	R		



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**IMPORTANT**  
*THIS FORM IS ONLY TO BE INCLUDED AND COMPLETED WHEN APPLICABLE TO THE QUOTATION.*

**OFFICIAL BRIEFING SESSION / SITE INSPECTION CERTIFICATE**

Site/building/institution involved:

Quotation No.:

Service:

\*\*\*\*\*

THIS IS TO CERTIFY THAT..... OF (STATE NAME OF  
TENDERER)..... VISITED AND INSPECTED THE SITE  
ON..... (DATE) AND IS THEREFORE FAMILIAR WITH THE CIRCUMSTANCES AND THE SCOPE OF  
THE SERVICE TO BE RENDERED.

.....  
SIGNATURE OF TENDERER OR AUTHORISED REPRESENTATIVE

DATE: .....

.....  
SIGNATURE OF DEPARTMENTAL REPRESENTATIVE

DEPARTMENTAL STAMP:

DATE: .....

.....  
SIGNATURE OF DEPARTMENTAL REPRESENTATIVE

DEPARTMENTAL STAMP:

DATE: .....



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**MINIMUM REQUIREMENTS FOR THE PROJECT**

1. CIDB Grading 1GB.
2. 3X Handing over Certificate for laying projects of Tiles with amount of R125'000 or above
3. 3 X Purchase Order for laying of tiles project with amount of R125. 000 or above
4. Completion Certificate for laying of tiles projects amount of R125.000 or above
5. Valid Tax Clearance Certificate
6. Proof of registration with CSD

NB unskilled labour must be from the community of Drefontain area.

**Declaration**

I have read with understanding and agree to all terms and conditions and requirements printed on this document.

I/We undertaken to complete the project within three (04) week

Tenderer \_\_\_\_\_

Signature \_\_\_\_\_ Position \_\_\_\_\_

**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.

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  YES take place
- (ii) Date 04 / 10 / 2022 Time 14 : 00PM Place DRIEFONTEIN CLINIC

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

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

- 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
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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-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.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
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<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p> <p>ADDRESS.....</p> <p>.....</p> <p>.....</p>
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