

### Quotation Advert

Opening Date:

Closing Date:

Closing Time: 11:00

#### INSTITUTION DETAILS

Institution Name:

Province:

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:

Item Category:

Item Description:

#### 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:

Finance Manager Signature: 

No late quotes will be considered

ZNQ! 474/22-23

STANDARD QUOTE DOCUMENTATION OVER R30 000.00

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: RK KHAN HOSPITAL  
 DATE ADVERTISED: 23 SEPTEMBER 2022 CLOSING DATE: 04 OCTOBER 2022 CLOSING TIME: 11:00  
 FACSIMILE NUMBER: 031 403 7333 E-MAIL ADDRESS: maud.khumalo@kznhealth.gov.za  
 PHYSICAL ADDRESS: 336 RK K HAN CIRCLE - WESTCLIFF - CHATSWORTH - 4092 - RK KHAN HOSPITAL

QUOTE NUMBER: ZNQ / RKK / 474 / 22 - 23

DESCRIPTION: RENOVATION TO CASUALTY

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

DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS)  
 336 RK KHAN CIRCLE - WESTCLIFF - CHATSWORTH - 4092  
 RK KHAN HOSPITAL

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 B-BBEE]

DESCRIPTION: RENOVATION TO CASUALTY

SIGNATURE OF BIDDER ..... DATE.....  
 [By signing this document, I hereby agree to all terms and conditions]

CAPACITY UNDER WHICH THIS QUOTE IS SIGNED.....

Item No	Quantity	Description	Brand & model	Country of manufacture	Price	
					R	c
1	AS PER	RENOVATION TO CASUALTY				
	SPEC					
		AS PER ATTACHED SPEC				
		N.B : DECLARATION FORMS,CSD NO.,UNIQUE REG				
		SUBMIT BBBEE VERIFICATION CERTIFICATE OR				
		SWORN AFFIDAVIT,THE CERTIFICATE MUST BE				
		SANAS APPROVED, MUST BE SUBMITTED WITH				
		QUOTATION				
		N.B : SAMPLE TO BE PROVIDED UPON REQUEST				
		BY INSTITUTION VIA EMAIL UPON REQUEST THE				
		SAMPLE MUST BE DROPPED WITHIN 5 WORKING				
		DAYS, FAILUER TO SUBMIT UPON REQUEST				
		PERIOD THE SUPPLIER WILL BE DUSQUALIFIED				
		VALUE ADDED TAX @ 15% (Only if VAT Vendor)				
		TOTAL QUOTATION PRICE (VALIDITY PERIOD 60 Days)				

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

<b>Enquiries regarding the <u>quote</u> may be directed to:</b> Contact Person: <u>N MAKHAYE</u> ..... Tel: <u>031 459 6301</u> ..... E-Mail Address: <u>nomsa.makhaye@kznhealth.gov.za</u> .....	<b>Enquiries regarding <u>technical information</u> may be directed to:</b> Contact Person: <u>K.S PILLAY</u> ..... Tel: <u>031 459- 6145</u> .....
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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.

Table with 3 columns: 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

1 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.

2 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.

# SPECIFICATION



## RENOVATION TO CASUALTY

### AT R.K. KHAN HOSPITAL

#### 1. SCOPE OF CONTRACT

- a) Demolish cubicle walls and make good tampered surfaces
- b) Widen door openings and secure with lintels.
- c) Isolate all existing electrical services.
- d) Renew vinyl flooring
- e) Tile section outside the resuscitation room
- f) Construct concrete platform outside Eye Clinic.
- g) Supply and install awning as per the specifications
- h) Replace broken glass
- i) Plaster and paint area leading to Casualty/ Card Office.
- j) Renovate area for proposed Psych containment.
- k) Upgrade information counter area

#### 2. SPECIFICATION SUMMARY

##### Casualty (ex-SOPD)

##### 2.1. DEMOLITION AND REPAIRS

- 2.1.1. Demolish 3 cubicle walls, repair ceilings with Gypsum @ board to be skimmed at joints.
- 2.1.2. Widen door openings and secure with concrete lintel 3000mm x 140mm x 75mm.
- 2.1.3. Plaster and make good all surfaces.
- 2.1.4. All electrical outlets to be raised terminated and isolated in 4 x 4 flush mounted junction boxes.
- 2.1.5. Strip, remove and replace vinyl flooring. All joints in the vinyl shall be welded at the seams. Vinyl shall match the existing colour and 2mm in thickness.
- 2.1.6. Demolish walls for psych containment at stock room. Remove all sanware and make good all surfaces.
- 2.1.7. Remove split-type air conditioner and return to the maintenance department.
- 2.1.8. Plaster and paint all surfaces
- 2.1.9. **Doors :**
  - 2.1.9.1. Install doors with framework for existing Resuscitation room. Doors to be solid core timber double doors with solid meranti frames, painted and with 2-lever SABS approved mortice locks. The existing Door openings are 1500mm wide.
  - 2.1.9.2. The existing doors at new Psych containment area shall be solid core timber with 500mm x 500mm armour-plated glass viewing panels.
- 2.1.10. **Burglar proofing:**
  - 2.1.10.1. All units must be pre-manufactured and ready to install (no welding is permitted on site).
  - 2.1.10.2. All window guards and gates to be fabricated to sample specification provided for which drawings must be supplied prior to approval.

ZUBI-494/22-23

- 2.1.10.3. Anodising must conform to SANS 1796 certified applicator. Sample design to be provided.
- 2.1.10.4. The window guards and gates shall be manufactured with frames, minimum width of 38mm tubular square steel, with wall thickness of 1.6mm (minimum)
- 2.1.10.5. The window guards shall be manufactured and installed in a manner which allows for ease of access for cleaning and opening. The meshed frame shall be hinged with a locking facility. Hinges are to be mounted on the steel frame, no hinges to be fixed directly to the walls.
- 2.1.10.6. The burglar guards shall be fixed on a minimum of 6 points with "snap-off" styled tamper-proof bolts, minimum size of 10mm.

### 2.1.11. Painting:

- 2.1.11.1. All existing surfaces are to be cleaned of all dirt, grease, oil rust, scale and fluorescence fungus and all loose flaking paint.
- 2.1.11.2. All cracks in wall to be exposed and filled, sanded and smoothed down and to be prepared for painting.
- 2.1.11.3. Damp surfaces must be sealed with a damp shield agent.
- 2.1.11.4. The colour of the paint shall be as per Department requirements.
- 2.1.11.5. The contractor is required to apply three coats of paint consisting of 1 coat of undercoat and 2 coats of final finishing coat **painted with SANS and SABS approved paints (provide material safety data sheet)**
- 2.1.11.6. The final finishing coat shall be a washable sheen finish.
- 2.1.11.7. Doors, frames and window frames shall be primed and painted with SANS and SABS approved primers and enamel paints.
- 2.1.11.8. Ceilings shall be painted with 2 coats of a SANS and SABS approved durable PVA paint.
- 2.1.11.9. In areas where there are plaster board ceilings, surfaces are to be skimmed and repainted.
- 2.1.11.10. All preparation work will be inspected prior to final coat.
- 2.1.11.11. All galvanized window frames must be **paint stripped to bare metal**, primer and paint. Glass is to be cleaned after painting.

### 2.2. Tiling

- 2.2.1. Floor Tiles to be used shall be 300 x 300x 8,3 -8,5 full bodied Porcelain Tiles in compliance with UPEC specifications with joints varying from 3mm -5mm (Colour to be uniform light colour Salt and Pepper range) manufactured by Johnson.
- 2.2.2. The existing vinyl floor shall be stripped and removed off site.

### 2.3. Eye Clinic

#### 2.3.1. Awning structure

- 2.3.1.1. Area of sheeting to be installed is 5 metre (width) x 10 metre (length) – 50m<sup>2</sup>
- 2.3.1.2. The roof sheeting shall be Zinc-aluminium sheeting industrial **0.58mm** 'Klip Lock 700 or Craftlock (green in colour- colour facing upwards).
- 2.3.1.3. All roof supporting cross-members shall be a minimum of 100mm, galvanized channelled steel.
- 2.3.1.4. Gutters shall be extruded aluminium epoxy coated type with extruded down pipes discharging into the existing storm water drains.

**2.3.1.5.** The gutters are to be fixed to the galvanized cross members.

**2.3.1.6.** All sheeting sections fixed against building walls must be properly waterproofed to prevent any leaks.

**2.3.2. Concrete Plinth**

**2.3.2.1.** Concrete plinth to be 8 metre (length) x 5 metre (width) x 200 mm in thickness.

**2.3.2.2.** Concrete to be 25 MPA with 12mm reinforced bar grid.

**2.3.2.3.** Ground must be treated with a weed-killing chemical to prevent regrowth.

**2.3.2.4.** Build brick and mortar stair and platform outside admissions office.

**2.3.3. Glass**

**2.3.3.1.** Glass to be replaced must be SABS approved laminated safety glass minimum 6.38 mm in thickness.

**2.3.3.2.** Galvanized frames to be cleaned thoroughly and glass to be installed using putty for steel frames.

**2.3.3.3.** Once the putty is applied and dried, paint shall be applied to match the existing colours.

**2.3.4. Card office**

**2.3.4.1.** Plaster and spalling: the corroded reinforcing shall be cleaned using a de-rusting compound and treated with an oil-based steel primer (etching primer or equivalent)

**2.3.4.2.** The surfaces must be plastered and painted with a weatherproof paint.

**2.3.5. Information Counter.**

**2.3.5.1.** Remove existing counter top and install new post form 32mm bevelled edged counter top.

**2.3.5.2.** Install Perspex screen above counter. Screen to be mounted on aluminium framework.

**2.3.5.3.** Provide Perspex signage indicating service.

**2.3.5.4.** Install shelving below counter top. Shelving to be marine plywood with edging and vinyl coated.



### 3. SCHEDULE OF RATES

ITEM NO	DESCRIPTION- RENOVATION OF CASUALTY		QUANTITY	RATE	AMOUNT
1.	Demolish cubicle walls and make good tampered surfaces	m <sup>2</sup>	50	R	R
2.	Widen door openings and secure with lintels.	M <sup>2</sup>	8	R	R
3.	Supply and install concrete lintel 3000mm x 140mm x 75mm.	item	2	R	R
4.	All electrical outlets to be raised terminated and isolated in 4 x 4 flush mounted junction boxes.	item	6	R	R
5.	Strip, remove and replace vinyl flooring 2mm in thickness.	M <sup>2</sup>	100	R	R
6.	Supply and install tiles as per spec (include strip existing vinyl)	M <sup>2</sup>	25	R	R
7.	Paint walls, ceilings and doors	M <sup>2</sup>	400	R	R
8.	25 MPA Concrete plinth to be 8 metre (length) x 5 metre (width) x 200 mm in thickness.	M <sup>3</sup>	8	R	R
9.	Build brick and mortar stair and platform outside admissions office.	M <sup>3</sup>	2	R	R
10.	Awning sheeting to be installed is 5 metre (width) x 10 metre (length) – Zinc-aluminium sheeting industrial <b>0.58mm</b> 'Klip Lock 700 or Craftlock	m <sup>2</sup>	50	R	R
11.	Replace broken glass -730mm x 1175mm SABS approved laminated safety glass minimum 6.38 mm in thickness.	item	7	R	R
12.	Replace broken glass - 1200mm x 320mm SABS approved laminated safety glass minimum 6.38 mm in thickness.	item	3	R	R
13.	Apply de-rusting compound to corroded reinforce steel and treat with an oil-based steel primer (etching primer or equivalent)	M <sup>2</sup>	3	R	R
14.	Plaster spalling at Card Office.	M <sup>2</sup>	20	R	R
15.	Paint walls with a weatherproof paint.	M <sup>2</sup>	20	R	R
<b>Subtotal A</b>					R

ITEM NO	DESCRIPTION- RENOVATION OF CASUALTY		QUANTITY	RATE	AMOUNT
1.	Supply and install doors to opening 1500mm (h) x 2000mm (w)	Item	2	R	R
2.	Supply and install doors at new Psych containment area shall be solid core timber with 500mm x 500m armour-plated glass viewing panels.	Item	2	R	R
3.	Supply and install window guards as per the technical specification [1300 mm (W) x 1500mm (h)]	item	4	R	R
4.	Supply and install gates as per the technical specification [800 mm (W) x 2000mm (h)]	Item	2	R	R
5.	Supply and install door window guards as per the technical specification [600 mm (W) x 600mm (h)]	item	2	R	R
6.	Remove existing counter top and install new post form 32mm bevelled edged counter top. <b>600mm width x 3600mm (L)</b>	ITEM	1	R	R
7.	Supply and install perspex/ aluminium counter top screen- 5mm thick clear Perspex 1200mm (h) x 3600mm (length)	Item	1	R	R
8.	Install shelving below counter top. Shelving to be marine plywood with edging and vinyl coated. <b>600mm width x 3600mm (L)</b>	item	1	R	R
9.	Strip and remove split type air conditioner	Item	1	R	R
10.	Replace broken glass - 1200mm x 320mm SABS approved laminated safety glass minimum 6.38 mm in thickness.	Item	3	R	R
<b>Subtotal B</b>					R

Subtotal A	R		
Subtotal B	R		
Safety file	R		
ADD Provision for Value Added Tax Allow 15% of SUB-TOTAL	R		
<b>TOTAL: CARRIED TO TENDER FORM</b>	<b>R</b>		

**4. CONDITIONS OF CONTRACT**

- 4.1. Contractors are advised to visit the site and take specific measurements before submitting quotes. Measurements and quantities in some areas may be based on approximates and is the tenderers' responsibility to confirm.
- 4.2. Storage of all materials will be at contractors risk.
- 4.3. All necessary safety precautions are to be observed.
- 4.4. The commencement of the works is to be 2 weeks from the date of the official order and duration
- 4.5. All works is to be guaranteed for 12 months from date of completion.
- 4.6. All materials is to be S.A.B.S. approved.
- 4.7. All works carried out is to be to the entire satisfaction of the CEO or his appointed representative.
- 4.8. All material removed to be handed over to the maintenance department.
- 4.9. Contractors are advised to be registered with the C.I.D.B. (**Minimum grading 1GB, 1SC, 1SG**) and CSD.
- 4.10. Quotations are to be deposited at the Hospital Main Entrance, Security.

COMPANY STAMP

Name: \_\_\_\_\_

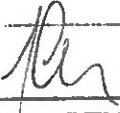
Company: \_\_\_\_\_

Signature: \_\_\_\_\_

**Compulsory:**

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

**Failure to comply with the above will result in disqualification**

CHIEF ARTISAN 

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

DATE: 14/04/2022

## 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		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 √	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.

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

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