Quotation Advert

Opening Date:

04/12/2023

Closing Date:

08/09/2023

Closing Time:

11:00

INSTITUTION DETAILS

Institution Name:

Ladysmith Hospital

Province:

KwaZulu-Natal

Department of entity:

Department of Health

Division or section:

Supply Chain Management

Place where goods/

service is required:

Ladysmith Regional Hospital

Date Submitted:

01/12/2023

ITEM CATEGORY AND DETAILS

Quotation number:

LSH1078/23/24

Item Category:

Goods

Item Description:

Stationery Items

Quantity:

VARIOUS

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type:

Not applicable

Time:

Not applicable

Venue:

Not applicable

QUOTES CAN BE COLLECTED FROM:

Download from KZN Health Website

QUOTATION MUST BE DEPOSITED ON THE TENDER BOX NEXT TO MAIN SECURITY GATE OR EMAIL:Ladysmith.quotation@kznhealth.gov.za

ENQUIRIES REGARDING ADVERT MAY BE DIRECTED TO:

Name:

N.Myelase

Email:

Ladysmith.quotation@kznhealth.gov.za

Contact number: 036-638 0242

Finance Manager Name:

Finance Manage signature:



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CAPACITY UNDER WHICH THIS QUOTE IS SIGNED:

OFFICIAL PRICE PAGE FOR QUOTATIONS OVER R2 000.01 LSH1078 /23 _24 QUOTE NUMBER: ZNQ / LSH STATIONARY ITEMS DESCRIPTION: PREFERENCE POINTS WILL BE ALLOCATED ACCORDING TO THE IMPLEMENTATION OF SPECIFIC GOALS IN TERMS OF PPR 2022: POINTS ALLOCATED 20 Promotion of enterprises owned by Youth PRICE COUNTRY OF BRAND & UNIT OF MANUFACTUR DESCRIPTION ICN NUMBER QUANTITY MODEL MEASURE A3 LAMINATING FILE POUCHES 2 UNIT (PACKET OF 100) SAMPLE ATTACHED, SEE NEXT PAGE UNIT DATE STAMP (ADDRESS+DATEWITH 5 TELEPHONE NUMBER (60X40MM) SAMPLE ATTACHED, SEE NEXT PAGE A3 PHOTOCOPY PAPER 2 BOX SAMF 14TH EDITION 2020 4 UNIT REFERENCE TEXBOOK SAPC VALUE ADDED TAX @ 15% (Only if VAT Vendor) TOTAL QUOTATION PRICE (VALIDITY PERIOD 90 Days) DOES THIS OFFER COMPLY WITH THE SPECIFICATION? YES / NO YES / NO IS THE PRICE FIRM? YES / NO DOES THE ARTICLE CONFORM TO THE S.A.N.S. / S.A.B.S, SPECIFICATION? STATE DELIVERY PERIOD (E.G. 3 DAYS, 1 WEEK) SIGNATURE OF BIDDER: NAME OF BIDDER: [By signing this document, I hereby agree to all terms and conditions]

DATE: ___

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For files, cards and
photos

photos

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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 B	IDDER'S DEC	LARATION
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2.1. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise, employed by the state?

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.

| FILL NAME | IDENTITY NUMBER | NAME OF STATE INSTITUTION |

FULL NAME	IDENTITY NUMBER	NAME OF STA	TE INSTITUTION
	·		
			14-1111
			2a VEE
Do you or any person connected	with the bidder, have a relationship with any p	erson who is employed by the procuring	institution ² ? YES

2.2.1.	If so, furnish particulars:		
2.3.	Does the bidder or any of its directors / trustees / shareholders / menterprise have any interest in any other related enterprise whether	nembers / partners or any person having a controlling interest in the er or not they are bidding for this contract?	YES / NO
2.3.1.	If so, furnish particulars:		, ,
3	DECLARATION		
	t the condensate and tenance)	in submitting the accompanying hid	do hereby make

3.1. I have read and t understand the contents of this disclosure;

the following statements that I certify to be true and complete in every respect:

- 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 consortium³ 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 8E 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, afternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

^{2 &}quot;Procuring institution" refers to all institutions under the Accounting Officer of the Department of Health.

³ 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.



5.6. Quotation documents must not be included in packages containing samples. Such quotations may be rejected as being invalid.

S. 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,
 - 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
 - (i) 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 instituti	on has determi	ined that a compu	ilsory site meeting Will	Il not take place.
(ii) Date:	1		Time:	: Place:
Institution Stamp:				Institution Site Inspection / briefing session Official:
				Full Name:
				Signature:
				Date:

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

12 PATENT RIGHTS

12.1. 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.
- 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 whote 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 falls 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.



SBD 6.1.

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

GENERAL CONDITIONS 1.

- The following preference point systems are applicable to invitations to tender: 1.1.
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- The applicable preference point system for this tender is the 80/20 preference point system. 1.2.
- Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for: 1.3.
 - (a) Price; and
 - (b) Specific Goals.
- The maximum points for this tender are allocated as follows: 1.4.

		POINTS
PRICE		80
SPECIFIC GOALS		20
Total points for Price and S	pecific Goals	100

- Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be 1.5 interpreted to mean that preference points for specific goals are not claimed.
- The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim 1,6, in regard to preferences, in any manner required by the organ of state.

DEFINITIONS

- (a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES 3.

POINTS AWARDED FOR PRICE 3.1.

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS 3.1.1.

A maximum of 80 or 90 points is allocated for price on the following basis:

$$P_{S} = 80 \left(1 - \frac{P_{t} - P_{min}}{P_{min}} \right)$$
OR
$$P_{S} = 90 \left(1 - \frac{P_{t} - P_{min}}{P_{min}} \right)$$

Where

= Points scored for price of tender under consideration Ps

Pί = Price of tender under consideration

Pmin = Price of lowest acceptable tender

FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT 3.2.

POINTS AWARDED FOR PRICE 3.2.1.

A maximum of 80 or 90 points is allocated for price on the following basis:

$$P_{S} = 80 \left(1 + \frac{P_{t} - P_{max}}{P_{max}}\right)$$
OR
$$P_{S} = 90 \left(1 + \frac{P_{t} - P_{max}}{P_{max}}\right)$$

Where

= Points scored for price of tender under consideration

= Price of tender under consideration

Pmax = Price of highest acceptable tender



POINTS AWARDED FOR SPECIFIC GOALS.

- In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender;
- In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference 4.2. point system applies, an organ of state must, in the tender documents, stipulate in the case of-
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

	The specific goal/s allocated points in	n terms of this tender alloc	nts ated 20	Number of points <u>claimed</u> (80/20 system)
Promo	tion of enterprises owned by Youth	2)	
	DECLARATION WITH REGARD TO COMPANY/FIRM			
1.3.	Name of company/firm:			
1.4.	Company registration number:			
4,5,	TYPE OF COMPANY/ FIRM [tick applicable box] Partnership/Joint Venture / Consortium One-person business/sole propriety			

- ☐ Close corporation
- Public Company
- ☐ Personal Liability Company
- □ (Pty) Limited
- □ Non-Profit Company
- ☐ State Owned Company
- I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that: 4.6.
 - The information furnished is true and correct;
 - The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have -
 - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

	SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:		
DATE:		
ADDRESS:		