



Quotation Advert

Opening Date: 11/01/2023
Closing Date: 24/01/2023

Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: EG & Usher Memorial Hospital
Province: KwaZulu-Natal
Department of entity: Department of Health
Division or section: Central Supply Chain Management
**Place where goods/
service is required:** EGUMH Maintenance
Date Submitted: 11/01/2023

ITEM CATEGORY AND DETAILS

Quotation number: ZNQ: EGU110/2022/2023
Item Category: Services
Item Description: Maintenance of Garden and Ground
Quantity (if supplies): 06 Months Period

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Compulsory Site Meeting
Date: 17/01/2023
Time: 11:h00
Venue: EGUMH ANC Boardroom

QUOTES CAN BE COLLECTED FROM: Are downloadable from the website

QUOTES SHOULD BE DELIVERED TO: 57 Cnr of Elliot St, & The Avenue Rd Kokstad

ENQUIRIES REGARDING ADVERT MAY BE DIRECTED TO:

Name: Mr L. Doko

Email: Lwazi.doko@kznhealth.gov.za

Contact number: 0397973100

Finance Manager Name: Mrs N. Ndlobeni **Finance Manager Signature** 



KWAZULU-NATAL PROVINCE

**HEALTH
REPUBLIC OF SOUTH AFRICA**

SPECIFICATION FOR MAINTENANCE (LANDSCAPING) AND CLEANING OF GARDENS AND GROUNDS AT E.G & USHER MEMORIAL HOSPITAL

HOURS OF ATTENDANCE MUST BE MONDAY TO FRIDAY EXCLUSIVE OF PUBLIC HOLIDAYS

CONTRACT DURATION: 06 (Six) Months

NUMBER OF CLEANERS REQUIRED: 10 Personnel

Monday to Friday (Day shift) :07h00 to 16h00 (Subject to be review with management of each institution)

Cost per Shift R.....

Cost of Labour in Respect of Wages remuneration for staff

i. Total Cost of Labour per Month R.....Per Month

ii. Overheads and other Cost R.....Per Month

iii. Value Added Tax (VAT) R.....

TOTAL BID PRICE FOR i) & ii) INCL VAT R.....Per Month

NB: It is the duty of the Service Provider to ensure that the number of workers as stipulated on the specification or terms of reference is always present at all times, where staff is not on duty, the Service Provider must make provision for relievers.

The total cost must include direct costs and indirect costs. Service providers to comply with bargaining council rate as prescribed by bargaining council. Failure to comply will result in your bid being disqualified.

Lunch/ meals/ teas breaks will be negotiated with the Institutional Management. Hours of attendance stipulated above may change as a result thereof.

COMPULSORY SITE INSPECTION / BRIEFING SESSION

(Bidders who fail to attend the compulsory meeting will be disqualified from the evaluation process)

DATE : 17 JANUARY 2023

TIME : 11H00

VENUE : E.G & Usher Memorial Hospital, Anti-Natal Clinic Boardroom

1. SCOPE OF WORK

Areas of responsibility are as follows:

- 1.1 Garden maintenance of all garden areas within defined property area
- 1.2 Mowing of all grassed areas including nature strips at the property
- 1.3 Rubbish and debris to be removed from all areas within property
- 1.4 Sweeping/blowing of all pathways, ground gutters & driveways of all refuse following completion of cutting areas within property
- 1.5 Trimming and pruning of trees including trees/shrubs within the branch and those overhanging any pedestrian path or walkway according to Council regulations.
- 1.6 Removal and replacement of fallen/dead trees/shrubs/plants within property (as requested and quoted)
- 1.7 Weeds are to be removed from all areas within the property and weed control to be maintained
- 1.8 Contractor to submit Job Safety Analyses sheets and Material Safety Data Sheets for all works.
- 1.9 All garden refuse to be removed from site on a weekly basis in line with the accepted waste management practises or municipal bylaws.

Weed Definition

Any plant that is unwanted, non-native, or classed as a noxious weed is to be removed and disposed of.

2. SPECIFICATIONS

Grassed area Maintenance

- 2.1 Prior to mowing all grassed areas are to be cleared of paper, rubbish, large stones, tree branches and other obstacles.
- 2.2 All grassed areas including nature strips adjoining the property are to receive the attention required on each scheduled visit.
- 2.3 Grass & weeds are to cut to a height considered normal for grassed areas or as directed (approx. 50 – 70mm). Height of grass and weeds are not to exceed 150mm.
- 2.4 Lawn edges to buildings, paths, fences or other structures and garden beds are to be trimmed and to the level with the adjacent mowed area.
- 2.5 Edges shall be trimmed to reveal the edge of the path, kerb and fence lines.
- 2.6 Grass around trees and shrubs in lawn area to be trimmed to the butt of the tree or shrub.
- 2.7 At these locations (with approval) spraying of herbicides may be used to control the grass, particular care to be taken not to ring bark and tree or bush.
- 2.8 Pathways, ground gutters and gutters are to be swept/blown clean after the completion of mowing.
- 2.9 All grassed areas to be mowed in accordance with relevant Job Safety Analysis where required.
- 2.10 Any recommendations for improvements to property lawn/grassed areas are to be discussed with relevant site manager.

Garden Bed Maintenance (Gardening and Weeding)

- 2.11 Garden beds are to be kept in a well presented, neat fashion
- 2.12 Weeds and suckers are to be removed from all garden beds, ground gutters, car parks and other areas within property area.
- 2.13 All shrubs/bushes/plants are to be pruned and shaped where required with relevant Job Safety Analysis.
- 2.14 All rubbish within garden beds is to be removed and taken off site

Tree Work (Other than that in the regular garden maintenance)

- 2.15 Tree branches are to be trimmed to provide a vertical clearance from the drive way and car parking surfaces of 4 metres (unless otherwise specified for special requirements)

- 2.16 Trees and shrubs are to be pruned to a height of 4 metres to avoid interference to pedestrians, cars, cyclists and vehicles
- 2.17 Corridor clearance at entry/exit to site / property to be maintained for the safety of pedestrians / vehicle traffic.
- 2.18 Fallen trees, shrubs and dead foliage are to be cut out and removed as requested by the institution. Upon removal of shrubs, replacement works are to be put in place with the agreement of institution
- 2.19 All mature & juvenile trees are to be pruned in accordance with relevant Job Safety Analysis' (As per your JSA's regarding safe use of chainsaws, chippers, etc.) and environmental standards.
- 2.20 Trained personnel to carry out advanced tree works at the request of Institution.

Car park / Pathway Maintenance

- 2.22 All rubbish is to be removed and taken off site.
- 2.23 Leaves and rubbish that have accumulated against buildings, walls, pathways, drains shall be picked up and removed.
- 2.24 Weed control is to be established through the use of herbicides in all car park/pathway areas (as per the Job Safety Analysis)
- 2.25 Poison application will adhere to all departments of primary industry standards
- 2.26 Ivy control in problem areas (fences etc.) is to be dealt with accordingly.
- 2.27 At completion of works, all areas are to be cleaned of garden refuse to ensure areas are free of leaf litter, grass, dirt, etc.
- 2.28 Monthly inspections of drains/pits/gutters/etc. are to be performed with each maintenance visit and reported on when work is required, as excess build-up of leaves and twigs can impede water flow.
- 2.29 When necessary, areas are to be serviced and cleaned as agreed upon by Institution.

Mulching

- 2.30 The Contractor is to maintain all mulched areas within the property, using general bush mulch.
- 2.31 Mulch is to be kept to a level of 50 – 75mm – with regular turning to keep mulch aerated (every 2nd visit).
- 2.32 Mulch top-ups to be applied every 6 months to establish appropriate levels.

Site Clean-up

- 2.33 During the course of the works the Contractor shall keep the site in a clean and safe condition.
- 2.34 The contractor is directly responsible to ensure the work site/area is kept neat at all times and must be totally cleaned up on completion of the works by the contractor.
- 2.35 The contractor will be recalled to carry out a clean-up at the contractors' cost and time if found otherwise.

Perimeter fence

- 2.36 The interior area around perimeter must be cleared of alien vegetation; weeds and vines growing on mesh fencing must be poisoned and removed.
- 2.37. 1 metre inside and outside area around perimeter fence must be kept clear as stipulated by the institution.

Site Improvements and Periodical Replanting Works

The Contractor will provide from time to time recommendations on improving the site's garden beds, lawn/grass areas and what else will improve the property appearance.

SAFETY

OH&S Requirements

- 2.38 Personnel to wear appropriate personal protective equipment (PPE) as each job requires –e.g. gloves, safety boots, earmuffs, safety clothing.
- 2.39 All safety procedures as outlined in JSAs are to be adhered to for the protection of not only the worker, but for any relevant personnel & the public also.
- 2.40 All staff to undergo medical surveillance twice per annum.

2.41 Letters of good standing with Department of Labour in terms of Occupational Health and safety must be submitted.

2.41 MACHINERY AND MANNING REQUIREMENTS

The company must itemise the machinery/other equipment that their company will utilise at the Institution to successfully execute the contract and service record of such machinery must be supplied by the service provider to the institution/ facility.

MACHINERY/EQUIPMENT	QUANTITY
1. Grass Cutting Machines (Industrial Type of Machines)	05
2. Shovel Round Nose Heavy Duty	04
3. Spade heavy Duty	04
4. Fork (Steel)	04
5. Rake Lasher Rubber	08
6. Bowsaw 600mm	02
7. Knife Cane Lasher P/Handle	03
8. Axe with handle 410mm	03
9. Axe 1.5kg with handle	03
10. Hose Pipe 20mm x 20m	03
11. Hedge Shear 260x3.5mm	03
12. Wheel Barrow	02
13. Ladder Aluminum 10 Step	02
14. Chainsaw	01
15. Bakkie	01

2.4.2 OVERHEADS

List of overheads

2.4.3 LIST OF ALL ACCESSORIES

ACCESSORIES	QUANTITY

11. UNIFORM AND PROTECTIVE CLOTHING

Staff uniform must be supplied on by the contractor. Service provider must ensure each staff is provided with the following:

- a) Full Uniform
- b) Name tag with full description of staff identity
- c) Safety boots
- d) Heavy duty gloves/ shoulder elbow length gloves
- e) Goggles
- f) Disposable aprons

*Note: a) Bidders must note that cleaning equipment and machinery must be supplied by the service provider.
 (b) Quantities will be determined by the size of the institution and that all Equipment must be SABS/CE approved.*

Staff must be trained before the commencement date of the contract on the use of chemicals and cleaning procedures.

Monthly updates/reports/meeting regarding cleaning of the premises must be handed over to the Manager of the Institution or Artisan Superintendent.

Any poison used must not be harmful to the soil, bird live and insect life and not to kill off the existing grasses.

NB: CONTRACTOR MUST ATTACH A VALID BARGAINING COUNCIL FOR CONTRACT CLEANING SERVICE INDUSTRY KWAZULU-NATAL CERTIFICATE OF REGISTRATION: AGE NOT MORE THAN 2 YEARS

List of Clinics to be services when need arise

Name of the Clinic	Kilometres
Greater Kokstad Clinic	1km
Franklin Clinic	26km

OBJECTIVE EVALUATION CRITERIA:

The Department will evaluate quotation received before the closing date and time using four (4) phases, these are peremptory requirements, should the bidder fail to comply, the bid will regarded as non-responsive and be disqualified, namely:

- Phase 1: Minimum Compulsory Requirements
- Phase 2: Pre-qualification criteria for preferential procurement
- Phase 3: Technical Evaluation/Functionality
- Phase 4: Price and Preference Points System

Phase 1: Minimum Compulsory Requirements

NO.	REQUIREMENTS	COMPULSORY FOR PHASE 1	COMPULSORY FOR TENDER	FOR OFFICIAL USE ONLY
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EG & USHER HOSPITAL SPECIFICATION FOR MAINTENANCE AND CLEANING OF GARDENS AND GROUNDS

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			EVALUATION PURPOSES FOR PHASES 3 AND 4	YES	NO	N/A
1. Prospective tenderers MUST ensure that the following Sections of the quotation document MUST be completed/adhered to, in ALL respects to qualify for the next stage of evaluation:						
1.1	Standard Quote Document	Yes	Yes			
1.2.	Official Price page	Yes	Yes			
1.3	Declaration of Interest SBD 4	Yes	Yes			
1.4	Special Contract Conditions (SCC)	Yes				
1.3	Preference Points Claimed (SBD 6.1.)	Yes	Yes			
1.6	Terms of Reference [TOR] OR (Specification)	Yes				
2. Prospective tenderers MUST provide the following as Mandatory Requirements: Main Contractor						
2.1	The Consortium/ Joint Venture/ Partnership agreement, if applicable. (Certified Copies).	Not Applicable	Not Applicable			
2.2	A B-BBEE Status Level Verification Certificate/Sworn Affidavit	Yes	Yes			
2.3	Current letter of good standing for COIDA with valid reference number (to be verified online)	Yes	Yes			
2.4	Proof of Business Address (Preferably a Utility Bill, or alternatively, a Letter from the Ward Councillor) of the Main Contractor	Yes	Yes			

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Phase 2: Pre-qualification criteria for preferential procurement

The Department has identified the following prequalification criteria in respect of this bid:

1. A Tenderer having a stipulated Level 1 B-BBEE status level of contributor

Phase 3: Technical Evaluation / Functionality Criteria

No.	EVALUATION CRITERIA	WEIGHTING	SCORING (FOR OFFICIAL USE)
1.	COMPANY EXPERIENCE	20	
1.1	<p>Years of experience in cutting grass or gardens and grounds services</p> <ul style="list-style-type: none"> ○ 3 Years or more : 20 Points ○ Less than 3 years : 10 Points ○ No proof of experience : 05 Points <p>Returnables:</p> <ol style="list-style-type: none"> 1. Detailed company profile demonstrating proven experience. 2. Attach letter, contract or service level agreement for at least two traceable trade <p>References to support your experience</p>	20	
2.	FINANCIAL CAPACITY	30	
2.2	<p>Financial Capacity: Submit Letter of Good Standing from the bank indicating turnover in the past 6 months (NB: Not the current bank balance). This is to demonstrate financial capabilities of the applicant to effectively and efficiently execute the contract: Turnover amounts are scored as follows:</p> <ul style="list-style-type: none"> ✓ R50,000.00 or more for the past 6 months : 30 Points ✓ Less than R50 000.00 for the past 6 months : 15 Points ✓ No proof/letter of turnover : 05 Points 	30	
3.	LOCALITY	40	
3.1.	<p>PROOF OF LOCAL BUSINESS ADDRESS</p> <ul style="list-style-type: none"> • Greater Kokstad Municipality : 40 points • Harry Gwala District: 20 Points • No proof of offices in the above municipalities : 05 points <p>Returnables:</p> <ol style="list-style-type: none"> 1. Utility Bill / Lease Agreement for the company with Business Address / Letter from the Municipality LED Unit 	40	
4.	ROLL-OUT PLAN	10	
	<p>Detailed roll-out plan on how to execute the contract</p> <ul style="list-style-type: none"> • Project rollout activities: 10 Points 		

MINIMUM QUALIFYING SCORE(A Bidder that fails to obtain the 70 minimum qualifying score for functionality as indicated in the bid document is not an acceptable tender and will not proceed to the next phase 4 for Price and Preference Points System).

Phase 4: Price and Preference Points

The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R500 000 (all applicable taxes included); and
- Points for this bid shall be awarded for:

Price; and Status Level of Contributor.

The maximum points for this bid are allocated as follows:

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

STATUS LEVEL OF CONTRIBUTOR:

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

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

Failure on the part of a bidder/tenderer to submit proof of Status Level of Contributor together with the bid, this will be interpreted to mean that preference points for Status Level of Contributor is not being claimed, and zero (0) points will be allocated for B-BBEE.

The department reserves the right to require additional information to the bidder/tenderer, either before a quotation is awarded or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the department.

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 interest¹ 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 consortium² 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 workitem (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 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 WILL take place
- (ii) Date 17 /01 /2023 Time 11 :00 Place ANC BOARDROOM

<p>PROVINCIAL ADMINISTRATION E.G. AND USHER MEMORIAL HOSPITAL</p> <p style="text-align: center; font-size: 1.2em;">17 JAN 2023</p>	<p>Institution Site Inspection / briefing session Official</p> <p>Full Name: <u>T. W. HLOPHE</u></p> <p>Signature: _____</p> <p>Date: <u>17 January 2023</u></p>
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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 points 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 CSI, 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 is issued;
- (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

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.

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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
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	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;

1. The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that proper record-keeping is essential for the integrity of the financial system and for the ability to detect and prevent fraud. The text notes that without reliable records, it would be difficult to track the flow of funds and identify any irregularities.

2. The second part of the document outlines the specific requirements for record-keeping. It states that all transactions must be recorded in a clear and concise manner, using a standardized format. This includes recording the date, amount, and purpose of each transaction. The document also mentions that records should be kept for a minimum of five years, unless otherwise specified by law.

3. The third part of the document discusses the role of internal controls in ensuring the accuracy of records. It explains that internal controls are designed to prevent errors and fraud by establishing a system of checks and balances. This includes separating duties, requiring authorization for transactions, and conducting regular audits. The text stresses that strong internal controls are a key component of a robust financial system.

4. The fourth part of the document addresses the challenges of record-keeping in a complex and rapidly changing environment. It notes that the volume and variety of transactions have increased significantly in recent years, making it more difficult to maintain accurate records. The document suggests that the use of technology, such as automated accounting systems, can help to address these challenges by streamlining the record-keeping process and reducing the risk of human error.

5. The fifth and final part of the document concludes by reiterating the importance of record-keeping and the need for continuous improvement. It encourages organizations to regularly review and update their record-keeping practices to ensure they remain effective and compliant with the latest regulations. The document ends with a statement of confidence that by following these guidelines, organizations can ensure the accuracy and integrity of their financial records.

6. The first part of this section discusses the importance of maintaining accurate records of all transactions. It emphasizes that proper record-keeping is essential for the integrity of the financial system and for the ability to detect and prevent fraud. The text notes that without reliable records, it would be difficult to track the flow of funds and identify any irregularities.

7. The second part of this section outlines the specific requirements for record-keeping. It states that all transactions must be recorded in a clear and concise manner, using a standardized format. This includes recording the date, amount, and purpose of each transaction. The document also mentions that records should be kept for a minimum of five years, unless otherwise specified by law.

8. The third part of this section discusses the role of internal controls in ensuring the accuracy of records. It explains that internal controls are designed to prevent errors and fraud by establishing a system of checks and balances. This includes separating duties, requiring authorization for transactions, and conducting regular audits. The text stresses that strong internal controls are a key component of a robust financial system.

9. The fourth part of this section addresses the challenges of record-keeping in a complex and rapidly changing environment. It notes that the volume and variety of transactions have increased significantly in recent years, making it more difficult to maintain accurate records. The document suggests that the use of technology, such as automated accounting systems, can help to address these challenges by streamlining the record-keeping process and reducing the risk of human error.

10. The fifth and final part of this section concludes by reiterating the importance of record-keeping and the need for continuous improvement. It encourages organizations to regularly review and update their record-keeping practices to ensure they remain effective and compliant with the latest regulations. The document ends with a statement of confidence that by following these guidelines, organizations can ensure the accuracy and integrity of their financial records.

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_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{min} = price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1:4 AND 4.1

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

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

7. SUB-CONTRACTING
applicable box)

(Tick

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

7.1.1 If yes, indicate:

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

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

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.

WITNESSES
1.
2.

..... SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS.....