



KWAZULU-NATAL PROVINCE

HEALTH
REPUBLIC OF SOUTH AFRICA

Quotation Advert

Opening Date: 25/01/2023

Closing Date: 01/02/2023

Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: RK Khan Hospital

Province: KwaZulu-Natal

Department of entity: Department of Health

Division or section: Central Supply Chain Management

**Place where goods/
service is required:** RK Khan Hospital

Date Submitted: 25/01/2023

ITEM CATEGORY AND DETAILS

Quotation number: Zng: 819/22-23

Item Category: Goods

Item Description: Provision of Garden and Grounds Services (06 Months)

Quantity (if supplies): As Per Spec

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Complusory Briefing

Date: 27/01/2023

Time: 11:00 a.m(No late comers allowed)

Venue: Nurses Reidence TV Room / Dinning hall

QUOTES CAN BE COLLECTED FROM: Website

QUOTES SHOULD BE DELIVERED TO: RK Khan Hospital – Tender Box

ENQUIRIES REGARDING ADVERT MAY BE DIRECTED TO:

Name: Maud Khumalo

Email: maud.khumalo@kznhealth.gov.za

Contact number: 031 459-6300

Finance Manager Name: Mr ID Myeza Finance Manager Signature

ZNQ-819/22-23

STANDARD QUOTE DOCUMENTATION OVER R30 000.00

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: RK KHAN HOSPITAL

DATE ADVERTISED: 25 JANUARY 2023 CLOSING DATE: 01 FEBRUARY 2023 CLOSING TIME: 11:00

FACSIMILE NUMBER: 031 403 73333 E-MAIL ADDRESS: maud.khumalo@kznhealth.gov.za

PHYSICAL ADDRESS: 336 RK K HAN CIRCLE - WESTCLIFF - CHATSWORTH - 4092

QUOTE NUMBER: ZNQ / RKK / 819 / 22 - 23

DESCRIPTION: PROVISION OF GARDEN AND GROUNDS SERVICE @ RK KHAN HOSPITAL AND GATE WAY CLINIC

CONTRACT PERIOD: 06 MONTHS (if applicable) VALIDITY PERIOD 60 Days SARS PIN:

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

UNIQUE REGISTRATION REFERENCE

Grid for unique registration reference with dashes in some cells.

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)

Fields for bidder details: NAME OF BIDDER, POSTAL ADDRESS, STREET ADDRESS, TELEPHONE NUMBER, FACSIMILE NUMBER, CELLPHONE NUMBER, E-MAIL ADDRESS, VAT REGISTRATION NUMBER.

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: PROVISION OF GARDEN AND GROUNDS SERVICE @ RK KHAN HOSPITAL AND GATE WAY CLINIC

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 SPEC	PROVISION OF PORTERING AND MESSENGER SERVICES @ RK KHAN HOSPITAL & GATEWAY CLINIC (06 MONTHS)				
		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				
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

<p>Enquiries regarding the quote may be directed to:</p> <p>Contact Person: N MAKHAYE Tel: 031 459 6301</p> <p>E-Mail Address: nomsa.makhaye@kznhealth.gov.za</p>	<p>Enquiries regarding technical information may be directed to:</p> <p>Contact Person: N.T.A DUMAKUDE Tel: 031 459-6018/59</p>
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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.



DIRECTORATE:

SUPPLY CHAIN MANAGEMENT

Claude Govender

Supply officer – Demands

Postal Address : Private Bag X004, Chatsworth, 4030

Physical Address : 1 R. K. Khan Circle, Westcliff, Chatsworth

Tel: 031 459 6120 Fax: 031 403 02 17

Email address : Swamival.Govender@kznhealth.gov.za

www.kznhealth.gov.za

GARDEN AND GROUNDS SERVICE AT R.K KHAN HOSPITAL AND GATEWAY CLINIC - PERIOD 03 APRIL TO 30 SEPTEMBER 2023

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

CONTRACT DURATION 06 MONTHS

NUMBER OF CLEANERS REQUIRED: 10 STAFF

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

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.

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

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 Practices 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 ob 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.



2.42 MACHINERY AND MANNING REQUIREMENTS

The company must itemize the machinery/other equipment that their company will utilize 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. The tenderer who fail to submit this information will be treated as non-responsive, and the tender will be disqualified.

MACHINERY/EQUIPMENT	QUANTITY
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2.4.3. LIST OF ALL ACCESSORIES

ACCESSORIES	QUANTITY
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2.43. OVERHEADS

List of overheads



EVALUATION CRITERIA:

The Department will evaluate quotation received before the closing date and time using four (4) phases,

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

Phase 1: Administrative Compliance Requirements

Note: This relates to compulsory and mandatory returnable documents to be fully completed, signed initialed and submitted as directed. The non-compliant returnable documents will be treated as non-responsive, the tender will be disqualified, and will not proceed to the next phase of evaluation.

NO.	REQUIREMENTS	COMPULSORY FOR PHASE 1	FOR OFFICIAL USE ONLY	
			YES	NO
1.1	Fully Completed Standard Quotation Document	Yes		
1.2.	Fully Completed Official Price Page	Yes		
1.3	Fully Completed Bidder's Disclosure SBD 4	Yes		
1.4	Fully Completed Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017 (SBD 6.1.)	Yes		
1.5	Fully Completed Special Contract Conditions Of Quotations	Yes		
1.6	Initialed General Conditions of Contract (GCC)	Yes		
1.7	Initialed Terms of Reference [TOR] OR (Specification)	Yes		
1.8	The Consortium/ Joint Venture/ Partnership agreement, if applicable. (Certified Copies if applicable).	Yes (If applicable)		

Phase 2: Pre-qualification criteria for preferential procurement, in terms of PPR 2017, 4 (1) (a)

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

Note: This relates to pre-qualification criteria in terms of PPR 2017, a tender who fails to return the below stated



documents will be treated as non-responsive, the tender will be disqualified, and will not proceed to the next phase of evaluation.

NO.	REQUIREMENTS	RETURNABLES FOR PHASE 2	FOR OFFICIAL USE ONLY	
			YES	NO
a	Valid B-BBEE status level certificate issued by an authorized body or person	Yes		
b	Valid Sworn Affidavit As Prescribed By The B-BBEE Codes Of Good Practice	Yes		
c	any other valid requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act;	Yes		

Phase 3: Technical Evaluation / Functionality Criteria

No.	EVALUATION CRITERIA	WEIGHTING	SCORING (FOR OFFICIAL USE)
1.	COMPANY EXPERIENCE	30	
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 : 30 Points ○ Less than 3 years : 15 Points ○ No proof of experience : 0 Points <p>Returnable:</p> <ol style="list-style-type: none"> 1. Detailed company profile demonstrating proven experience. 2. Attach copy of appointment letter or order or contract agreement or service level agreement of at least two previous or current traceable trade references to support your Experience. <p>Note: The Department reserves the right to check authenticity of information provided, a tenderer who fail to submit returnable documents will not score points.</p>	30	
2.	FINANCIAL CAPACITY	40	
2.2	<p>Financial Capacity:</p> <p>Submit Letter from your Accounting Officer (Professionally Registered Accountant) confirming turnover for the past 6 months or a valid letter from recognized financial institution committing to support your company with funding (NB: Not the current bank balance). This is to demonstrate financial capabilities of the applicant to effectively and efficiently execute the contract: These letters must reflect turnover or financial support of</p> <ul style="list-style-type: none"> ✓ R300,000.00 or more : 40 Points ✓ Less than R300 000.00 : 20 Points ✓ No proof/letter of turnover : 0 Points 	40	



	Note: The Department reserves the right to check authenticity of information provided, a tenderer who fail to submit returnable documents will not score points.		
3.	PROJECT ROLL-OUT PLAN	30	
	The tenderer must submit detailed project roll-out plan on how they intend to execute the contract with the following minimum requirements <ul style="list-style-type: none">• Project Inception and Initiation : 10 Points• Project Launch and Execution : 10 Points• Project Performance and Monitoring : 10 Points• No information 0 Points	30	
MINIMUM QUALIFYING SCORE(A tendered that fails to obtain the 70 minimum qualifying score for functionality as indicated in the quotation document is not an acceptable tender and will not proceed to the next phase of the evaluation).			

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 R50 000 000 (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.

BILL OF QUANTITY - GARDEN AND GROUND SERVICES : R.K. KHAN HOSPITAL AND GATEWAY CLINIC FOR APRIL 2023 TO SEPT 2023

<u>DESCRIPTION</u>	<u>NUMBER OF EMPLOYEES</u>	<u>NUMBER OF RELIEF EMPLOYEES</u>	<u>BASIC SALARY PER EMPLOYEE</u>	<u>TEAM LEADER ALLOWANCE</u>	<u>LEAVE PAY PER EMPLOYEE</u>	<u>SICK LEAVE PAY PER EMPLOYEE</u>	<u>GROSS SALARY PER EMPLOYEE</u>	<u>TOTAL</u>
<u>1</u> DAY-SHIFT : MONDAY TO SUNDAY 06H00 TO 18H00	9	2	R		R		R	
<u>3</u> DAY-SHIFT TEAM LEADER: MONDAY TO SUNDAY 06H00 TO 18H00	1		R		R		R	
<u>4</u> EMPLOYEE UNIFORM	10							
<u>5</u> EMPLOYEE BADGE	10							
<u>6</u> MISCELLANEOUS COST TO COMPANY INCLUSIVE OF TOOLS AND MACHINERY								
<u>7</u> PROFIT								
							SUB-TOTAL	R
							ADD 15% VAT	R
							GRAND TOTAL	R

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
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;

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:

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

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

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

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

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

5. BID DECLARATION

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

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

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

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

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

(Tick

YES	<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)

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

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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Designated Group: An EME or QSE which is at least 51% owned by:	EME	QSE
Black people	√	√
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

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

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 **TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]**

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

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....
.....

9.6 **COMPANY CLASSIFICATION [TICK APPLICABLE BOX]**

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

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

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

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

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