Quotation Advert

Opening Date:

14/12/2023

Closing Date:

20/12/2023

Closing Time:

11:00

INSTITUTION DETAILS

Institution Name:

Nkonjeni Hospital

Province:

KwaZulu-Natal

Department of entity:

Department of Health

Division or section:

Central Supply Chain Management

Place where goods/ service is required: Nkonjeni Hospital

Date Submitted:

14/12/2023

ITEM CATEGORY AND DETAILS

Quotation number:

ZNQ: NKO 511 A/23/24

Item Category:

Goods

Item Description:

Urgent goetech test & drilling of bore-hole for length of 200m down

Quantity (if supplies):

01 Units

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type:

Not applicable

Date:

Time

Venue:

Nkonjeni Hospital

QUOTES CAN BE COLLECTED FROM:

Download from website

QUOTES SHOULD BE DELIVERED TO:

Nkonjeni Hospital situated at security main gate

ENQUIRIES REGARDING ADVERT MAY BE DIRECTED TO:

Name:

Mr S.W Buthelezi

Email:

N/A

Contact number: 035 873 0013

Finance Manager Name:

Miss G.N Ngcobo Finance Manager Signature



	S OF QUOTATION
FACSIMILE NUMBER: N/A E-MAIL AD	DDRESS: N/A
PHYSICAL ADDRESS: NKONJENI HOSPITAL, EKUDUBEKENI	I RESERVE, MAHLABATHINI, 3865
QUOTE NUMBER: ZNQ / NKO / 5011 A / 23	_ 24 VALIDITY PERIOD:90 DAYS
DATE ADVERTISED: 14/12/2023 CLOSING	DATE: 20/12/2023 CLOSING TIME: 11:00
DESCRIPTION: URGENT GOETECH TESH & DRILLING C	OF BORE-HOLE FOR THE LENGTH OF 200M DOWN
CONTRACT PERIOD (IF APPLICABLE):	
DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS): NKONJENI HOSPITAL TENDER BOX NEXT TO O.P.D ENT	RANCE
	· · · · · · · · · · · · · · · · · · ·
ENQUIRIES REGARDING THE QUOTE MAY BE DIRECTED TO: . CONTACT PERSON: Mr S.W BUTHELEZI	TELEPHONE NUMBER: 035 873 0013
E-MAIL ADDRESS: N/A	
ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED CONTACT PERSON: Mr M.L MTSHALI	TELEPHONE NUMBER: 035 873 0013
E-MAIL ADDRESS: N/A	 :
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 POLI REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC	ICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
	RS OF BIDDER MUST BE FURNISHED I IN YOUR QUOTE BEING DISQUALIFIED)
NAME OF BIDDER:	THE TOOK GOOD E BEING DIOGRAPHICEDY
E-MAIL ADDRESS:	
POSTAL ADDRESS:	
STREET ADDRESS:	
TELEPHONE NUMBER:	FACSIMILE NUMBER:
CELLPHONE NUMBER:	SARS PIN:
VAT REGISTRATION NUMBER (If VAT vendor):	
CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO.	M A A A
UNIQUE REGISTRATION REFERENCE:	



OFFICIAL PRICE PAGE FOR QUOTATIONS OVER R2 000.01

QUOTE NUMBER:

ZNQ / NKO

,5011 A

, 23 _24

DESCR	IPTION:	

Race – Full/partia	l/combination of	of points alloca	ted to companies at least 51% owned by Black People			20	
ICN NUMBER	QUANTITY	UNIT OF MEASURE	DESCRIPTION	BRAND & MODEL	COUNTRY OF MANUFACTUR	PRICE	
		100112			E	R	C
	01 Unit		URGENT GOETECH TESH & DRILLING				_
			OF BORE-HOLE FOR THE LENGTH OF				
			200M DOWN AT UKHUKHO CLINIC	· ·			
			(SPECIFICATION ATTACHED)				
	-	-		-			_
				4			
	-			-		-	_
					1		
		-					_
VALUE ADDED	TAX @ 15%	(Only if VAT	Vendor)	-			
TOTAL QUOTA	TION PRICE	(VALIDITY P	ERIOD 90 Days)				
IS THE PRICE	FIRM?		SPECIFICATION? S.A.N.S. / S.A.B.S. SPECIFICATION?			YES	/ N / N / N
STATE DELIVE	RY PERIOD (E.G. 3 DAYS	, 1 WEEK)	i			
NAME OF BIDE	en.		SIGNATURE OF B				





BIDDER'S DISCLOSURE

PURPOSE OF THE FORM

NAME OF BIDDER

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 Pestricted Suppliers, that person will automatically be discussified

	BIDDER'S DECLARATION								
	Is the bidder, or any of its directors / trust enterprise, employed by the state?	stees / shareholders / members / partners or a	ny person having a controlling interest 1 in the YES /						
1.	If so, furnish particulars of the names, inc shareholders / members/ partners or any	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						
	Do you, or any person connected with the	ne bidder, have a relationship with any person	who is employed by the procuring institution?						
1.	If so, furnish particulars:	·							
	Does the bidder or any of its directors / tr enterprise have any interest in any other	rustees / shareholders / members / partners o r related enterprise whether or not they are bid	r any person having a controlling interest in the YES /						
1.	If so, furnish particulars:								
	DECLARATION								
	I, the undersigned,(name)								
	the following statements that I certify to b	be true and complete in every respect:	in submitting the accompanying bid, do hereby ma						
	I have read and I understand the content	ts of this disclosure;							
	I understand that the accompanying bid v	will be disqualified if this disclosure is found no	ot to be true and complete in every respect;						
	The bidder has arrived at the accompany	ying bid independently from, and without cons	ultation, communication, agreement or arrangement with any						
		tween partners in a joint venture or consortiun							
	specifications, prices, including methods,	, factors or formulas used to calculate prices.	ements with any competitor regarding the quality, quantity, market allocation, the intention or decision to submit or not to articulars of the products or services to which this bid invitation						
	The terms of the accompanying bid have time of the official bid opening or of the ar	e not been, and will not be, disclosed by the bi awarding of the contract.	dder, directly or indirectly, to any competitor, prior to the date an						
	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.								
	I am aware that, in addition and without p are suspicious will be reported to the Cor of the Competition Act No 89 of 1998 and	prejudice to any other remedy provided to com mpetition Commission for investigation and po d or may be reported to the National Prosecut the public sector for a period not exceeding te	nbat any restrictive practices related to bids and contracts, bids to possible imposition of administrative penalties in terms of section ing Authority (NPA) for criminal investigation and or may be en (10) years in terms of the Prevention and Combating of Corru						
RTI	IFY THAT THE INFORMATION FURNISHI	ED IN PARAGRAPHS 1, 2 and 3 ABOVE IS (CORRECT.						
CEI	PT THAT THE STATE MAY REJECT THE	E DID OD ACT ACAINST ME IN TEDMS OF F	ADACDADU COL DEMA COM INCTRUCTION OF COCAGO						

POSITION

SIGNATURE

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

GCC

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter,

- The General Conditions of Contract will form part of all bid/quotation documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

1 Definitions

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. "GCC" means the General Conditions of Contract.
- 1.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. "Project site," where applicable, means the place indicated in bidding documents.
- 1.21. "Purchaser" means the organization purchasing the goods.
- 1.22. "Republic" means the Republic of South Africa.
- 1.23. "SCC" means the Special Conditions of Contract.
- 1.24. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2 Application

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3 Genera

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za



4 Standards

4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5 Use of contract documents and information; inspection.

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6 Patent rights

6.1. The supplier shall indemnify 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.

7 Performance security

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8 Inspections, tests and analyses

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9 Packing

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10 Delivery and documents

- 10.1. Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2. Documents to be submitted by the supplier are specified in SCC.

11 Insurance

11.1. The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.



12 Transportation

12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13 Incidental services

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
 - (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the 13.2.

 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14 Spare parts

As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15 Warranty

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16 Payment

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

17 Prices

17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18 Contract amendments

18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19 Assignment

19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20 Subcontracts

20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21 Delays in the supplier's performance

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

STANDARD QUOTATION DOCUMENT FOR QUOTATIONS ABOVE R2 000.01



- Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of
- Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase 21.6. supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22

Subject to GCC Clause 25, 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, 22.1. 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. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

Termination for default

- 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 23.1. in whole or in part:
 - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 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 23.2. 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. However, the supplier shall continue performance of the contract to the extent not terminated.
- 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 23.3. such supplier from doing business with the public sector for a period not exceeding 10 years.
- If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the 23.4. stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the 23.5. enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following 23.6. information:
 - (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

Anti-dumping and countervailing duties and rights

When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such antidumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount whichmay be due to him.

25

- Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an 25 1
- If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall 25.2. seek all reasonable alternative means for performance not prevented by the force majeure event.

26

The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or 26.1. remedy which has accrued or will accrue thereafter to the purchaser.

Settlement of Disputes 27

If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the 27.1. parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

DIRECTORATE:

Ekudubekeni Reserve, Mahlabathini, 3865 Private Bag X509, Mahlabathini, 3865 Tal. 035 873 0013 Fax. 035 873 0031

Nkonjeni District Hospital

GEOTECH TEST AND DRILLINGOF BOREHOLE FOR THE LENGTH OF 200M DOWN AT UKHUKHO CLINIC

(TECHNICAL SPECIFICATIONS)

Institution :Nkonjeni Hospital

PROJECT SPECIFICATION

The work to be carried out in terms of this section of the project comprises the service also supplying and installation of the materials necessary, as per the Schedule of Rates

1.1. SCOPE OF WORK

1.1.1 Supply and fit the correct pump if necessary

1.1.2 Connect to the borehole to an existing Steel Tank pipe line

PART 2

GEOTECH TEST AND DRILLINGOF BOREHOLE FOR THE LENGTH OF 200M DOWN AT UKHUKHO CLINIC

2.1 TECHNICAL SPECIFICATION

This TECHNICAL SPECIFICATION shall be read in conjunction with all other sections of the PECIFICATION and cognisance shall be taken of the clauses relevant to this particular service.

Whether any specific clauses are referred to or not. NB. Contract period for this work 15 days.

3. MATERIALS

3.1. Proprietary materials where specified are to be of the brand specified or other approved by the Department.

3.2 The materials are to be brought to the site for verification and approval by the hospital maintenance supervisor.

3.3 All materials, if and when required by the Department, will be subject to tests by South African Bureau of Standards.

SCHEDULE OF RATES

4. WORK TO DONE AND SCHEDULE OF PRICES: NKONJENI HOSPITAL

	PEOOPIPTION	UNIT	QTY	RET	E/UNIT	_	TAL
em	DESCRIPTION			R	С	R	C
em	NOTE: All rates for items contained in this Schedule of Prices Must be filled excluding the applicable Value Added Tax. All prices shall include labour and transport. The Administration reserves the right to Negotiate prices in the Bill of Quantities 1. The contractor to provide their own water and electricity 2. The contractor is not allowed to sleep on site 3. The contractor is not allowed to work during the weekends 4. All rubbles must be removed and the contractor to comply with OHS Act 5. The contractor to give a safety plan 6. Contractor to register with CIDB 7. Must have BEEE Certificate 8. Previous reference of work is required (Completion Certificate).				C	R	С
	INSTITUTION: NKONJENI HOSPITAL PROPRIETARY ARTICLES: All equipment and material used in this contract shall be that which is specified or other approved.						
	De that which is specified or care.					-	+
Caa	tech Test, Borehole Kit, Screen PS 1					-	+
1	Gootech Test	4			_	+	+
1.1	Do a Geotech Test service to pin point the nearest underground water within the Clinic vicinity and issue a report	unit	1				
		-	_				
	Borehole Kit	unit	1				
1	Drilling of Borehole for the length of 200m down in an identify point			-	_	_	
2	Supply and fit 2.2Kw Borehole Kit 220V(pump, motor	unit				+	1
3	Supply and fit 10mm cable supply to the nearest DB	m	30			_	
Λ	Supply and fit water to Steel tank pipe line system	m	45			_	-
5	Supply and fit all accessories to borehole system	unit	1			_	_
4	Supply and fit water to Steel tank pipe line system	unit					

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INSTITUTION: NKONJENI HOSPITAL

PROJECT: GEOTECH TEST AND DRILLINGOF BOREHOLE FOR THE LENGTH OF 200M DOWN AT UKHUKHO CLINIC

NOTE:

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

Collection Summary PS 1	R	
SUB-TOTAL	R	
ADD Provision for Value Added Tax Allow 15% of SUB-TOTAL		
TOTAL: CARRIED TO FORM	R	



DIRECTORATE:

Name of Directorate: Nkonjeni District Hospital

Postal Address Private Bag x509 Mahlabathini 3865 Physical Address Ekudubekeni Reserve, Mahlabathini, 3865 Tel: 035 873 0013 Fax: 035 873 0031 Email address:

www.kznhealth.gov.za

GENERAL QUOTATIONS Evaluation Criteria for quotations above R2 000.00

NKO 511 A/23/24: Urgent goetech test & drilling of bore-hole for length of 200m down

All offers received shall be evaluated on the following:

1. Specifications:

Only offers that meet specification and special terms and conditions in all aspects as stipulated in the bid document shall be considered.

Offers better than specification are considered to be compliant with the specification

2. Correctness of information and other imperative areas to be considered:

- a. All information required in the bid document must be accurate and duly completed including all appropriate signatures.
- b. Non-compliance with any requirements from this document and terms and conditions attached may results to elimination from further evaluation process.
- The institution is under no obligation to accept the lowest or any quotation.
- The price quoted must include VAT (jf VAT vendor) and remain firm for the contract period.
- The bidder must ensure the correctness and validity of quote.
- The bidder must be registered on Central Supplier Database.
- Supplier must not be on Database of tender defaulters.
- The bidder must not be registered on Suppliers restriction database.
- Late quotations will not be considered
- All pages of the tender documents must be initialled or signed

3. Compulsory administrative compliance requirements that must be submitted with the bid document.

- Signed declaration of interest (SBD4)
- Central Suppliers Database number (MAAA and Unique number)
- BEEE certificate/affidavit
- CIPC Certificate
- Race Full/partial/ combination of points may be allocated to companies at least 51% Owned by Black People

4. Preferential point system

The 80/20 preference point system will be applicable to this bid & the points will be allocated as follows Price

Specific goal Total points for price and Specific goal 100

Contract duration and delivery period

The required goods and services are anticipated to be delivered within a period of 20 days unless unforeseen circumstances may arise and reported timeously.

It is imperative to complete the delivery period field on the quotation form. All quotations returned with blank field delivery period will be disqualified.

Note: For purposes of comparison and in order to ensure a meaningful evaluation, bidders must submit detailed information in substantiation of compliance to the evaluation criteria mentioned. Should the space provided not adequate, bidders are kindly requested to add extra pages.