

Que a tion Advert

Opening Date: Closing Date:

09/02/2023 16/02/2023

Closing Time:

11:00

INSTITUTION DETAILS

Institution Name:

KwaMashu (1

Province:

KwaZulu-Na |

Department of entity:

Department

ealth

Division or section:

Central Supp

hain Management

Place where go service is required:

Date Submitted:

09/02/2023

ITEM CATEGORY AND DETAILS

Quotation number:

ZNQ MAS 2 0 !2/23

Item Category:

Goods

Item Description:

Supply Wh∈ cairs

Quantity (if supplies):

27 Unit

COMPULSORY BRIEFING SESSION / SEE //ISIT

Select Type:

Not applical :

Date:

N/a

Time:

N/a

Venue:

QUOTES CAN BE COLLECTED FROM:

I ZN HEALTH WEBSITE

QUOTES SHOULD BE DELIVERED TO:

I ∋ar Security gate at Tender Box

ENQUIRIES REGARDING ADVERT MAY | DIRECTED TO:

Name: LINDIWE

Email: Lindiwe.ngobese@kznhealth.go 2

Contact number: 031 501 1723

Finance Manager Name: A. BEKWA I r nce Manager Signature 4840



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73.4	3	TESTA) TEMPO E piteli yeara ayaa ka ayaa ayaa ayaa ayaa ayaa aya
YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT	K	IAMASHU CHC
FACSIMILE NUMBER: E.	d	NDDRESS: linndiwe.ngobese@kznhealth.gov.za
PHYSICAL ADDRESS: P61 MKHIWANE ROAD KWAMA	-	4360
QUOTE NUMBER: ZNQ / MAS / 270	2	. 23 VALIDITY PERIOD: 60 DAYS
DATE ADVERTISED: 09/02/2023 CI	3	3 DATE: 16/02/2023 CLOSING TIME: 11:00
DESCRIPTION: SUPPLY WHEELCHAIR INDOORS/)\ ~	ACTIVE
CONTRACT PERIOD (IF APPLICABLE): ONCE OFF	_	
DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS DROP NEAR SECURITY GATE TENDER BOX		
P 61 MKHIWANE ROAD KWAMASHU	_	
ENQUIRIES REGARDING THE QUOTE MAY BE DIRECTED TO: CONTACT PERSON: LINDIWE NGOBESE E-MAIL ADDRESS: lindiwe.ngobese@kznhealth.gov.za	-	TELEPHONE NUMBER: 031 501 1723
E WINE / IDDINGOO.	~	
ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIF		D TO:
CONTACT PERSON:	-	TELEPHONE NUMBER:
E-MAIL ADDRESS:	-	
Bidders should ensure that quotes are delivered timeously to the	n	t 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 -	(TO BE RETYPED)
THIS QUOTE IS SUBJECT TO THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRAC	F	TO THE PARTY OF TH
2.11.5.741.5.741.6.741.6.3.1.1.3.1.1.3.1.1.3.1.1.3.1.1.3.1.1.3.1.1.3.1.1.3.1.1.3.1.1.3.1.1.3.1.3.1.3.1.3.1.3.1	E- (See	ngayangaanggasan ang pingganas mgayangaanggasangganas magganas
NAME OF BIDDER:	_	
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.		MAAA
UNIQUE REGISTRATION REFERENCE:	-	
	_	



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NIOTE NUMBE	D. 7110	/ MAS	, 270	2	_23	esululelisis			
QUOTE NUMBE					\$MAgazanda-Mahahananawa				.:
DESCRIPTION:	SUPF	LY VVHEE	LCHAIR INDOORS/)\ 	ACTIVE				
REFERENCE PO	INTS WILL BE	ALLOCATED.	ACCORDING TO THE IMPLI	ä	ATION OF SPECIFIC GOALS	IN TERMS OF	PPR 2022:	POINTS ALLO	CATED
Promotion of ente	rprises localed	f in a specific re	egion for work to be done or	n -	es to be rendered in that region	on 		20	
]	UNIT OF	1	-		BRAND &	COUNTRY OF	PRICE	
ON NUMBER	QUANTITY	MEASURE	DESCRIPTION	_		MODEL	MANUFACTUR E	ន	G
01	6	UNIT	Supply wheelchair:	J.	ors/low-active 51 cm				
02	15	UNIT	Wheelchairs indoo	/	v-active 41cm basic				
03	6	UNIT	Wheelchairs inc)	/low-active 46cm				
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ALUE ADDED	TAX @ 15%	Only if VAT \	/endor)	-)		
OTAL QUOTAT	ION PRICE (VALIDITY PE	RIOD 60 Days)	-	***************************************				
S THE PRICE F	RM?		PECIFICATION?	- 7	ON?			YES	6 / NO 6 / NO 6 / NO
STATE DELIVER	Y PERIOD (E	E.G. 3 DAYS,	1 WEEK)						
IAME OF BIDDE	R:			-	SIGNATURE OF BIDD		1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1	and one different	
ADACITY I IIIN	-	UIO OLIOTE II	e plotten.		[By signing this docum	си, г негеру	agree to all terms	and conduions)	



B)I 'S DISCLOSURE

1	PURPOSE OF THE FORM					
	Any person (natural or juristic) may make an offer or offers in impartiality, and ethics as enshrined in the Constitution of the or of the bidder to make this declaration in respect of the detail:	· · c it u	of this invitation to bid. In line with the principles of transparency, accountability, lic of South Africa and further expressed in various pieces of legislation, it is required ed hereunder.			
	Where a person/s are listed in the Register for Tender Defaul from the bid process.	3	d / or the List of Restricted Suppliers, that person will automatically be disqualified			
2	BIDDER'S DECLARATION					
2.1.	is the bidder, or any of its directors / trustees / shareholders / enterprise, employed by the state?	H,	ers / partners or any person having a controlling interest ¹ in the YES / NO			
2.1.1.	If so, furnish particulars of the names, individual identity numl	3	ad, if applicable, state employee numbers of sole proprietor/ directors / trustees /			
	shareholders / members/ partners or any person having a cor FULL NAME IDENT	7	interest in the enterprise, in table below. MBER NAME OF STATE INSTITUTION			
		_				
		_				
2.2.	Do you, or any person connected with the bidder, have a reta	18	o 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 / shareholder enterprise have any interest in any other related enterprise w	r h	mbers / partners or any person having a controlling interest in the or not they are bidding for this contract?			
2.3.1,	If so, furnish particulars:	_				
3	DECLARATION					
	I, the undersigned.(name) the following statements that I certify to be true and complete	8	in submitting the accompanying bid, do hereby make y respect:			
3.1. 3.2. 3.3.	I have read and I understand the contents of this disclosure; I understand that the accompanying bid will be disqualified if The bidder has arrived at the accompanying bid independent competitor. However, communication between partners in a j	. i	closure is found not to be true and complete in every respect; and without consultation, communication, agreement or arrangement with any ture or consortium ² will not be construed as collusive bidding.			
3.4.	In addition, there have been no consultations, communication specifications, prices, including methods, factors or formulas submit the bid, bidding with the intention not to win the bid an relates.	а Ю	nements or arrangements with any competitor regarding the quality, quantity, a calculate prices, market allocation, the intention or decision to submit or not to itions or delivery particulars of the products or services to which this bid invitation			
3.5.	The terms of the accompanying bid have not been, and will n time of the official bid opening or of the awarding of the contri	χ	lisclosed by the bidder, directly or indirectly, to any competitor, prior to the date and			
3,6,	There have been no consultations, communications, agreems relation to this procurement process prior to and during the bi	s n	arrangements made by the bidder with any official of the procuring institution in process except to provide clarification on the bid submitted where so required by the			
3.7.	institution; and the bidder was not involved in the drafting of t I am aware that, in addition and without prejudice to any othe are suspicious will be reported to the Competition Commissic	3 r)	ifications or terms of reference for this bid. by provided to combat any restrictive practices related to bids and contracts, bids that vestigation and possible imposition of administrative penalties in terms of section 59			
	of the Competition Act No 89 of 1998 and or may be reported restricted from conducting business with the public sector for Activities Act No 12 of 2004 or any other applicable legislation	ti €	National Prosecuting Authority (NPA) for criminal investigation and or may be d not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt			
I CERT	IFY THAT THE INFORMATION FURNISHED IN PARAGRAPH	1,	and 3 ABOVE IS CORRECT.			
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAIN PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN M		T I/	E IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON EMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.			
	NAME OF BIDDER SIGNATURE	-	POSITION DATE			
	wer, by one person or a group of persons holding the majority of the equity of an of the enterprise,	q	3, alternatively, the person/s having the deciding vote or power to influence or to direct the course and			
	or the enterprise. renture or Consortium means an association of persons for the purpose of combine	Įŧ	expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.			



GENERAL C DITIONS OF CONTRACT

GCC

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable
- To ensure that clients be familiar with regard to the rights and (ii)

In this document words in the singular also mean in the plural and vice

- · The General Conditions of Contract will form part of all bid/qu
- Special Conditions of Contract (SCC) relevant to a specific bi General Conditions of Contract, Whenever there is a conflict,
- vernment bids, contracts and orders; and
- tions of all parties involved in doing business with government. di
- and words in the masculine also mean in the feminine and neuter.
- documents and may not be amended.
- ild be compiled separately for every bid (if applicable) and will supplement the
- ivisions 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 biddi
- 1.2. "Contract" means the written agreement entered into between including all attachments and appendices thereto and all doci
- 1.3. "Contract price" means the price payable to the supplier unde
- 1.4. "Corrupt practice" means the offering, giving, receiving, or so: process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterp
- 1.6. "Country of origin" means the place where the goods were mi when, through manufacturing, processing or substantial and I substantially different in basic characteristics or in purpose or
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of t
- 1.9. "Delivery ex stock" means immediate delivery directly from st
- 1.10. "Delivery into consignees store or to his site" means delivered conditions of the contract or order, the supplier bearing all ris:
- 1.11. "Dumping" occurs when a private enterprise abroad market it which have the potential to harm the local industries in the RS
- 1.12. "Force majeure" means an event beyond the control of the su may include, but is not restricted to, acts of the purchaser in i and freight embargoes.
- 1.13. "Fraudulent practice" means a misrepresentation of facts in o any bidder, and includes collusive practice among bidders (pr levels and to deprive the bidder of the benefits of free and op
- 1.14. "GCC" means the General Conditions of Contract.
- "Goods" means all of the equipment, machinery, and/or other 1.15.
- 1.16. "Imported content" means that portion of the bidding price reg imported (whether by the supplier or his subcontractors) and such as landing costs, dock dues, import duty, sales duty or c handling charges to the factory in the Republic where the sur
- 1.17. "Local content" means that portion of the bidding price which
- 1 18 "Manufacture" means the production of products in a factory i activities.
- 1.19. "Order" means an official written order issued for the supply c
- 1.20. "Project site," where applicable, means the place indicated in 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 su installation, commissioning, provision of technical assistance. supplier covered under the contract.
- 1.25. "Written" or "in writing" means handwritten in ink or any form

- aments for the receipt of bids.
- irchaser and the supplier, as recorded in the contract form signed by the parties, incorporated by reference therein.
- ontract for the full and proper performance of his contractual obligations.
- of any thing of value to influence the action of a public official in the procurement
- road is subsidized by its government and encouraged to market its products
- own or produced or from which the services are supplied. Goods are produced
- ssembly of components, a commercially recognized new product results that is
- rom its components
- ract or order.
- ually on hand.
- nloaded in the specified store or depot or on the specified site in compliance with the
- charges involved until the supplies are so delivered and a valid receipt is obtained.
- s on own initiative in the RSA at lower prices than that of the country of origin and
- and not involving the supplier's fault or negligence and not foreseeable. Such events
- reign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions
- influence a procurement process or the execution of a contract to the detriment of
- r after bid submission) designed to establish bid prices at artificial non-competitive
- petition.
- als that the supplier is required to supply to the purchaser under the contract.
- ad by the cost of components, parts or materials which have been or are still to be
- costs are inclusive of the costs abroad, plus freight and other direct importation costs milar tax or duty at the South African place of entry as well as transportation and
- overed by the bid will be manufactured.
- ncluded in the imported content provided that local manufacture does take place.
- ibour, materials, components and machinery and includes other related value-adding
- 3 or works or the rendering of a service.
- g documents.
- the goods, such as transportation and any other incidental services, such as
- g, catering, gardening, security, maintenance and other such obligations of the
- ronic or mechanical writing.

Application

- 2.1. These general conditions are applicable to all bids, contracts the granting or acquiring of rights, but excluding immovable p
- 2.2. Where applicable, special conditions of contract are also laid
- 2,3. Where such special conditions of contract are in conflict with
- ders including bids for functional and professional services, sales, hiring, letting and
- , unless otherwise indicated in the bidding documents.
- o cover specific supplies, services or works.
- general conditions, the special conditions shall apply.

General

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



Standards

- The goods supplied shall conform to the standards mentioned 4.1.
- 5 Use of contract documents and information; inspection.
- 5.1. The supplier shall not, without the purchaser's prior written co pattern, sample, or information furnished by or on behalf of th supplier in the performance of the contract. Disclosure to any necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser's prior written cc = e purposes of performing the contract.
- 5,3, Any document, other than the contract itself mentioned in GC the purchaser on completion of the supplier's performance ur
- 5.4. The supplier shall permit the purchaser to inspect the supplie appointed by the purchaser, if so required by the purchaser.
- bidding documents and specifications.
- disclose the contract, or any provision thereof, or any specification, plan, drawing,
- naser in connection therewith, to any person other than a person employed by the
- imployed person shall be made in confidence and shall extend only so far as may be
- make use of any document or information mentioned in GCC clause 5.1 except for
- se 5.1 shall remain the property of the purchaser and shall be returned (all copies) to contract if so required by the purchaser.
- rds relating to the performance of the supplier and to have them audited by auditors

6 Patent rights

- 6.1. The supplier shall indemnify the purchaser against all third-pa of the goods or any part thereof by the purchaser.
- ms of infringement of patent, trademark, or industrial design rights arising from use

Performance security

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

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 subject to inspection, the premises of the bidder or contractor or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the biddin decided that inspections shall be carried out, the purchaser s testing authority concerned.
- 8.4, If the inspections, tests and analyses referred to in clauses 8. the inspections, tests and analyses shall be defrayed by the ${\mathfrak f}$
- 8.5. Where the supplies or services referred to in clauses 8.2 and services are accepted or not, the cost in connection with thes
- 8.6, Supplies and services which are referred to in clauses 8.2 an
- 8.7. Any contract supplies may on or after delivery be inspected, t contract. Such rejected supplies shall be held at the cost and and forthwith substitute them with supplies which do comply i returned at the suppliers cost and risk. Should the supplier fa further opportunity to substitute the rejected supplies, purcha-8.8.
- The provisions of clauses 8.4 to 8.7 shall not prejudice the ric or to act in terms of Clause 23 of GCC.

- endered should at any stage during production or execution or on completion be e open, at all reasonable hours, for inspection by a representative of the Department
- ments and no mention is made in the contract, but during the contract period it is
- ilf make the necessary arrangements, including payment arrangements with the
- 3.3 show the supplies to be in accordance with the contract requirements, the cost of ıl
- not comply with the contract requirements, irrespective of whether such supplies or ctions, tests or analyses shall be defrayed by the supplier.
- nd which do not comply with the contract requirements may be rejected.
- or analyzed and may be rejected if found not to comply with the requirements of the the supplier who shall, when called upon, remove them immediately at his own cost
- requirements of the contract. Failing such removal the rejected supplies shall be wide the substitute supplies forthwith, the purchaser may, without giving the supplier
- supplies as may be necessary at the expense of the supplier. e purchaser to cancel the contract on account of a breach of the conditions thereof,

Packing

- 9.1. The supplier shall provide such packing of the goods as is reindicated in the contract. The packing shall be sufficient to wi temperatures, salt and precipitation during transit, and open s remoteness of the goods' final destination and the absence o
- 9.2 The packing, marking, and documentation within and outside provided for in the contract, including additional requirements
- o prevent their damage or deterioration during transit to their final destination, as
- , without limitation, rough handling during transit and exposure to extreme
- Packing, case size and weights shall take into consideration, where appropriate, the handling facilities at all points in transit.
- ckages shall comply strictly with such special requirements as shall be expressly 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 accord $-\pi$ documents to be furnished by the supplier are specified in SC
- 10.2. Documents to be submitted by the supplier are specified in S
- ith the terms specified in the contract. The details of shipping and/or other

11 Insurance

- 11.1. The goods supplied under the contract shall be fully insured i acquisition, transportation, storage and delivery in the manne
- ly convertible currency against loss or damage incidental to manufacture or



Transportation 12

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

13 Incidental services

- The supplier may be required to provide any or all of the folio 13.1.
 - (a) performance or supervision of on-site assembly and/or c
 - (b) furnishing of tools required for assembly and/or maintena (c) furnishing of a detailed operations and maintenance mar
 - performance or supervision or maintenance and/or repai shall not relieve the supplier of any warranty obligations
 - (e) training of the purchaser's personnel, at the supplier's plants
- 13.2 Prices charged by the supplier for incidental services, if not in and shall not exceed the prevailing rates charged to other pa
- ervices, including additional services, if any, specified in SCC:
- signing of the supplied goods;
- the supplied goods;
- each appropriate unit of the supplied goods;
- supplied goods, for a period of time agreed by the parties, provided that this service
- his contract; and
- for on-site, in assembly, start-up, operation, maintenance, and/or repair of the
- in the contract price for the goods, shall be agreed upon in advance by the parties
- the supplier for similar services.

14 Spare parts

- As specified in SCC, the supplier may be required to provide 14.1. manufactured or distributed by the supplier:
 - such spare parts as the purchaser may elect to purchase obligations under the contract; and
 - in the event of termination of production of the spare par
 - (i) Advance notification to the purchaser of the pending
 - (ii) following such termination, furnishing at no cost to the
- all of the following materials, notifications, and information pertaining to spare parts
- he supplier, provided that this election shall not relieve the supplier of any warranty
- ation, in sufficient time to permit the purchaser to procure needed requirements; and
- haser, the blueprints, drawings, and specifications of the spare parts, if requested

15

- 15.1. The supplier warrants that the goods supplied under the cont recent improvements in design and materials unless provided contract shall have no defect, arising from design, materials, specifications) or from any act or omission of the supplier, the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after t at the final destination indicated in the contract, or for eightee country, whichever period concludes earlier, unless specified
- 15.3. The purchaser shall promptly notify the supplier in writing of a
- 15.4. Upon receipt of such notice, the supplier shall, within the periparts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defecaction as may be necessary, at the supplier's risk and expensupplier under the contract.

- new, unused, of the most recent or current models, and that they incorporate all
- vise in the contract. The supplier further warrants that all goods supplied under this
- manship (except when the design and/or material is required by the purchaser's develop under normal use of the supplied goods in the conditions prevailing in the
- ds, or any portion thereof as the case may be, have been delivered to and accepted
- nonths after the date of shipment from the port or place of loading in the source
 - ise in SCC.
- ms arising under this warranty.
- cified in SCC and with all reasonable speed, repair or replace the defective goods or
- nin the period specified in SCC, the purchaser may proceed to take such remedial
- without prejudice to any other rights which the purchaser may have against the

16 Payment

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

17 Prices

- 17.1. Prices charged by the supplier for goods delivered and servic bid, with the exception of any price adjustments authorized in
- ormed under the contract shall not vary from the prices quoted by the supplier in his
- ir 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 sha
- ade except by written amendment signed by the parties concerned.

19 19.1. The supplier shall not assign, in whole or in part, its obligation of

- inform under the contract, except with the purchaser's prior written consent.

20

- 20.1. The supplier shall notify the purchaser in writing of all subcon the original bid or later, shall not relieve the supplier from any
- awarded under this contracts if not already specified in the bid. Such notification, in r or obligation under the contract.
- 21 Delays in the supplier's performance
- 21.1. Delivery of the goods and performance of services shall be rr contract.
- 21.2 If at any time during performance of the contract, the supplier and performance of services, the supplier shall promptly notif as practicable after receipt of the supplier's notice, the purch: performance, with or without the imposition of penalties, in wl
- 21.3 No provision in a contract shall be deemed to prohibit the obt authority.
- 21.4. The right is reserved to procure outside of the contract small supplier's point of supply is not situated at or near the place v
- the supplier in accordance with the time schedule prescribed by the purchaser in the
- subcontractor(s) should encounter conditions impeding timely delivery of the goods urchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon
- all evaluate the situation and may at his discretion extend the supplier's time for
- se the extension shall be ratified by the parties by amendment of contract.
- of supplies or services from a national department, provincial department, or a local
- es or to have minor essential services executed if an emergency arises, the
- ne supplies are required, or the supplier's services are not readily available.



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

22 Penalties 22.1.

- Subject to GCC Clause 25, if the supplier fails to deliver any i the purchaser shall, without prejudice to its other remedies ur delivered price of the delayed goods or unperformed services delivery or performance. The purchaser may also consider te
- the goods or to perform the services within the period(s) specified in the contract,
- econtract, deduct from the contract price, as a penalty, a sum calculated on the
- the current prime interest rate calculated for each day of the delay until actual

Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for brein whole or in part:
 - (a) if the supplier fails to deliver any or all of the goods within purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) unc
- (c) if the supplier, in the judgment of the purchaser, has eng 23.2. In the event the purchaser terminates the contract in whole o appropriate, goods, works or services similar to those undeliv goods, works or services. However, the supplier shall continu
- 23.3. Where the purchaser terminates the contract in whole or in pa such supplier from doing business with the public sector for a 23.4.
- If a purchaser intends imposing a restriction on a supplier or a more than fourteen (14) days to provide reasons why the env stipulated fourteen (14) days the purchaser may regard the ir
- 23.5. Any restriction imposed on any person by the Accounting Offi to any other enterprise or any partner, manager, director or o enterprise of the first-mentioned person, and with which enter / Authority actively associated. 23.6.
- If a restriction is imposed, the purchaser must, within five (5)
 - the name and address of the supplier and / or person res
 - (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 centra 23.7 If a court of law convicts a person of an offence as contempla 2004, the court may also rule that such person's name be enon the Register, the person will be prohibited from doing busi The National Treasury is empowered to determine the period the Act the Register must be open to the public. The Register

- - on of the contract pursuant to GCC Clause 23.
- contract, by written notice of default sent to the supplier, may terminate this contract
- ariod(s) specified in the contract, or within any extension thereof granted by the
- a corrupt or fraudulent practices in competing for or in executing the contract.
- t, the purchaser may procure, upon such terms and in such manner as it deems
- no the supplier shall be liable to the purchaser for any excess costs for such similar
- rmance of the contract to the extent not terminated.
- purchaser may decide to impose a restriction penalty on the supplier by prohibiting
- not exceeding 10 years.
- son associated with the supplier, the supplier will be allowed a time period of not
- restriction should not be imposed. Should the supplier fail to respond within the
- penalty as not objected against and may impose it on the supplier.
- uthority will, at the discretion of the Accounting Officer / Authority, also be applicable
- rson who wholly or partly exercises or exercised or may exercise control over the
- r person the first-mentioned person, is or was in the opinion of the Accounting Officer
- ; days of such imposition, furnish the National Treasury, with the following
- it by the purchaser;
- 24 Anti-dumping and countervailing duties and rights 24.1. When, after the date of bid, provisional payments are required required or imposed, or for the amount of any such increase. otherwise be due to the contractor in regard to supplies or se
- ase of suppliers or persons prohibited from doing business with the public sector.
- sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of
- on the Register for Tender Defaulters. When a person's name has been endorsed
- ith the public sector for a period not less than five years and not more than 10 years,
- riction and each case will be dealt with on its own merits. According to section 32 of
- perused on the National Treasury website.
- payment or anti-dumping or countervailing right is increased i dumping or countervailing right is abolished, or where the am difference shall on demand be paid forthwith by the contracto any other contract or any other amount whichmay be due to t
- itidumping or countervailing duties are imposed, or the amount of a provisional
- ect of any dumped or subsidized import, the State is not liable for any amount so
- after the said date, such a provisional payment is no longer required or any such anti-
- such provisional payment or any such right is reduced, any such favourable State or the State may deduct such amounts from moneys (if any) which may
- vhich he delivered or rendered, or is to deliver or render in terms of the contract or

25 Force Majeure

- 25.1, Notwithstanding the provisions of GCC Clauses 22 and 23, th termination for default if and to the extent that his delay in per event of force majeure. 25,2,
- lier shall not be liable for forfeiture of its performance security, damages, or ice or other failure to perform his obligations under the contract is the result of an
- If a force majeure situation arises, the supplier shall promptly directed by the purchaser in writing, the supplier shall continu seek all reasonable alternative means for performance not pr
- he purchaser in writing of such condition and the cause thereof. Unless otherwise rform its obligations under the contract as far as is reasonably practical, and shall
- If by the force majeure event.

26 Termination for insolvency

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

Settlement of Disputes

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



e or difference by such mutual consultation, then either the purchaser or the supplier

mediation. No mediation in respect of this matter may be commenced unless such



- If, after thirty (30) days, the parties have failed to resolve their may give notice to the other party of his intention to comment notice is given to the other party.
- 27.3, Should it not be possible to settle a dispute by means of med
- 27.4. Mediation proceedings shall be conducted in accordance with
- 27.5. Notwithstanding any reference to mediation and/or court proc
 - (a) the parties shall continue to perform their respective obli-
 - (b) the purchaser shall pay the supplier any monies due the
- 28 Limitation of liability
- 28.1. Except in cases of criminal negligence or willful misconduct, a
 - (a) the supplier shall not be liable to the purchaser, whether loss of production, or loss of profits or interest costs, proand/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, wl provided that this limitation shall not apply to the cost of
- he case of infringement pursuant to Clause 6;

les of procedure specified in the SCC.

s herein

С

ar. Я

t may be settled in a South African court of law.

under the contract unless they otherwise agree; and

- ract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use,
- nat this exclusion shall not apply to any obligation of the supplier to pay penalties
- under the contract, in tort or otherwise, shall not exceed the total contract price,
- g or replacing defective equipment.

- 29 Governing language
- The contract shall be written in English. All correspondence a 29.1. written in English.
- er documents pertaining to the contract that is exchanged by the parties shall also be

- 30 Applicable law
- 30.1. The contract shall be interpreted in accordance with South Af - it
 - ivs, unless otherwise specified in SCC.

- 31
- 31.1 Every written acceptance of a bid shall be posted to the supp ordinary mail to the address furnished in his bid or to the addi
- 31.2 posting of such notice.
- cerned by registered or certified mail and any other notice to him shall be posted by
- tified later by him in writing and such posting shall be deemed to be proper service of
- The time mentioned in the contract documents for performing y at after such aforesaid notice has been given, shall be reckoned from the date of
- 32 Taxes and duties
- A foreign supplier shall be entirely responsible for all taxes, st 32.1.
- 32.2. A local supplier shall be entirely responsible for all taxes, duti
- 32.3. No contract shall be concluded with any bidder whose tax me tax clearance certificate, submitted by the bidder. This certific
- ities, license fees, and other such levies imposed outside the purchaser's country.
- nse fees, etc., incurred until delivery of the contracted goods to the purchaser.
- e not in order. Prior to the award of a bid the Department must be in possession of a st be an original issued by the South African Revenue Services.
- 33 National Industrial Participation (NIP) Programme
- 33.1.
- The NIP Programme administered by the Department of Trac reductor shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices
- 34.1. in terms of section 4 (1) (b) (iii) of the Competition Act No. 89 by an association of firms, is prohibited if it is between parties in collusive bidding (or bid rigging).
- 34.2. If a bidder(s) or contractor(s), based on reasonable grounds $\boldsymbol{\varepsilon}$ referred to above, the purchaser may refer the matter to the (as contemplated in the Competition Act No. 89 of 1998.
- 34,3, If a bidder(s) or contractor(s), has I have been found guilty by may, in addition and without prejudice to any other remedy pr whole or part, and / or restrict the bidder(s) or contractor(s) from / or claim damages from the bidder(s) or contractor(s) concer
- 8, as amended, an agreement between, or concerted practice by, firms, or a decision â
 - prizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved
- ince obtained by the purchaser, has / have engaged in the restrictive practice
- ition Commission for investigation and possible imposition of administrative penalties
- impetition Commission of the restrictive practice referred to above, the purchaser
- for, invalidate the bid(s) for such item(s) offered, and I or terminate the contract in
- ducting business with the public sector for a period not exceeding ten (10) years and

SPECIAL 3 NITIONS OF CONTRACT

scc

AMENDMENT OF CONTRACT 1.

1.1.

Any amendment to or renunciation of the provisions of the cc-a shall at all times be done in writing and shall be signed by both parties.

CHANGE OF ADDRESS

- 2.1. Bidders must advise the Department of Health (institution who change from the time of bidding to the expiry of the contract.
 - t offer was submitted) should their address (domicilium citandi et executandi) details

GENERAL CONDITIONS ATTACHED TO THIS QUOTATIO 3.

- 3.1. The Department is under no obligation to accept the lowest o
- 3,2, The Department reserves the right to communicate in writing regarding technical aspects of the offer, to obtain confirmation unit error has been made, to investigate the vendor's standin-
- 3.3 ALL DECISIONS TAKEN BY THE DEPARTMENT ARE FIN.
- 3.4. The price quoted must include VAT (if VAT vendor).
- 3.5. Should a bidder become a VAT vendor after award or during Department as the service provider made an offer during the from registered VAT vendors as originally stated on the quote
- 3.6. The bidder must ensure the correctness & validity of the quot that the price(s), rate(s) & preference quoted cover all fo the bidder's risk;
- (ii) it is the responsibility of the bidder to confirm receipt of the 3.7. The bidder must accept full responsibility for the proper exect
- Principal (s) liable for the due fulfilment of this contract. 3.8. This quotation will be evaluated based on the 80/20 points sy 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
- Late offers will not be considered. 3.11
- 3,12, Expired product/s will not be accepted. All products supplied 3.13.
- Used/ second-hand products will not be accepted.
- 3.14. A bidder not registered on the Central Suppliers Database or 3.15.
- All delivery costs must be included in the quoted price for deli 3.16. Only firm prices will be accepted. Such prices must remain fir considered
- 3.17. In cases where different delivery points influence the pricing. 3.18
- In the event of a bidder having multiple quotes, only the chea 3.19. Verification will be conducted to identify if bidders have multip
- 3.20. In such instances, the Department reserves the right to imme corruption and acquisition fraud.

- uole.
- ndors in cases where information is incomplete or where there are obscurities
- ces or preference claims in cases where it is evident that a typing, written, transfer or
- bility to complete the supply/service satisfactorily.
 - CLUDING THE AWARD OR CANCELLATION OF THIS QUOTATION.
- elementation of a contract, they may not request the VAT percentage from the
- they were not registered as a VAT vendor. The Department is only liable for any VAT
- ork/item (s) & accept that any mistakes regarding the price (s) & calculations will be at
- station and to keep proof thereof.
- fulfilment of all obligations conditions devolving on under this agreement, as the
- specification, correctness of information and/or functionality criteria. All required
- sidered.
- ∋ valid for a minimum period of six months.
- verification has failed will not be considered.
- the prescribed destination.
- ne contract period. Non-firm prices (including rates of exchange variations) will not be
- rate pricing schedule must be submitted for each delivery point.
- cording to specification will be considered.
- panies and are cover-quoting for this bid.
- disqualify such bidders as cover-quoting is an offence that represents both

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS RI 4 NING THE COMPLETION OF THIS QUOTATION.

- 4.1. Unless inconsistent with or expressly indicated otherwise by t masculine gender shall include the feminine and the neuter.
- 4.2 Under no circumstances whatsoever may the quotation/bid fc but an original signature must appear on such photocopies.
- 4.3. The bidder is advised to check the number of pages and to sa
- 4.4. Quotations submitted must be complete in all respects. Howe preference points or price, is incomplete in any respect, the s preference points and price, the Department reserves the rigi
- 4.5. Any alteration made by the bidder must be initialled; failure to
- 4.6. Use of correcting fluid is prohibited and may render the respo
- 4.7. Quotations will be opened in public as soon as practicable aff
- 4.8. Where practical, prices are made public at the time of openin 4.9.
- If it is desired to make more than one offer against any individ indication thereof must be stated on the schedules attached.
- 4.10. The Department is under no obligation to pay suppliers in par

5. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERE 5.1.

- Quotation shall be lodged at the address indicated not later the quotation documents.
- Each quotation shall be addressed in accordance with the dir 5.2. the name and address of the bidder, the quotation number ar relating to any quotation other than that shown on the enveloinvalid
- 5.3. All quotations received in sealed envelopes with the relevant time of the quotation/bids. Where, however, a quotation is rec envelope, it shall be opened, the quotation number ascertains
- 5.4. A specific box is provided for the receipt of quotations, and no quotation will be considered.

- text, the singular shall include the plural and vice versa and with words importing the
- retyped or redrafted. Photocopies of the original bid documentation may be used,
- mself that none are missing or duplicated.
- nere it is identified that information in a bidder's response, which does not affect the
- plier meets all specification requirements and scores the highest points in terms of
- quest the bidder to complete/ submit such information. may render the response invalid.
- alid.
- closing time of quotation.
- itions
- n, such offers should be given on a photocopy of the page in question. Clear
- ork done if the supplier can no longer for fulfil their obligation.

TATIONS

- closing time specified for their receipt, and in accordance with the directives in the
- in the quotation documents and shall be lodged in a separate sealed envelope, with
- ng date indicated on the envelope. The envelope shall not contain documents
- is provision is not complied with, such quotations/bids may be rejected as being
- on numbers on the envelopes are kept unopened in safe custody until the closing open, it shall be sealed. If it is received without a quotation/bid number on the
- envelope sealed and the quotation number written on the envelope
- tion found in any other box or elsewhere subsequent to the closing date and time of



5.	Quotation documents must not be included in packages co	nti	n iamples. Such quo	tations may be rejected as being invalid.
6.			,	amone may be rejected as being invalid.
6.	 In the case of the quote document stipulating that samples the institution. (This decreases the time of safety and storal if such bidder wins the contract. If a company's who has not won the quote requires the contract. 	ge	·	II be informed in due course when samples should be provided to by the respective institution). The bidders sample will be retained
6.2	(ii) it samples are not collected within three months of close	e	f stipulated on the	e the institution in writing of such. erves the right to dispose of them at their discretion. document, set specification when requested, their offer will be rejected. All
7. 7.1	COMPULSORY SITE INSPECTION / BRITEING SESSION	n,		
	(i) The institution has determined that a compulsory site n		d from the evaluatio	n process.
	(ii) Date: / /		will not take p	lace,
Ins	itution Stamp:	ſί	:	Place:
,,,,,,	indusori Starrip;	•	institution t	Site Inspection / briefing session Official:
-			Full Name:	•
			Signature:	
			1	
			Date:	
8.	STATEMENT OF SUPPLIES AND SERVICES	•		
8.1.	The contractor shall, when requested to do so furnish at	,	numa Raja da K	
	may, without prejudice to any other rights which it may have,	3 li	 supplies delivered or inquiries at the expe 	services executed. If he/she fails to do so, the Department anse of the contractor to obtain the required particulars.
9. 9.1,	SUBMISSION AND COMPLETION OF SBD 6.1			to obtain the required particulars.
S. I,	Should a bidder wish to qualify for preference points they muse required, will result in such a bidder not being considered for	С	plete a SBD 6.1 docur	nent. Fallure by a bidder to provide all relevant information
	utilized. Any changes after the closing date will not be considered.	fi X	nce point's allocation. or that particular quote	
10	TAX COMPLIANCE REQUIREMENTS			
10.1,	In the event that the tax compliance status has failed on CSE the tax compliance status of the supplier.	İŧ	ie suppliers' responsib	ility to provide a SARS pin in order for the institution to validate
10.2.	In the event that the institution cannot validate the suppliers' I considered and passed over as non-compliant according to N	c		Il as the Central Suppliers Database the
11	TAX INVOICE			() = 13. // .
11.1.	A lax invoice shall be in the currency of the Republic of South (i) the name, address and registration number of the supplier (ii) the name and address of the recipient; (iii) an individual activities.	ří	and shall contain the f	ollowing particulars:
	(iii) an individual serialized number and the date upon which to (iv) a description and quantity or volume of the goods or service) the official description.	ţ;	nvoice plied;	
	(v) the official department order number issued to the supplie (vi) the value of the supply, the amount of tax charged; (vii) the words tax invoice in a prominent place.	,	pileu,	
12	PATENT RIGHTS			
12.1,	uagerijalk, of industrial design rights origins to	a d	known as the purchas any part thereof by the	ser) against all third-party claims of infringement of patent,
13.	PENALTIES		,	, paradical,
13.1.	If at any time during the contract period, the service provider writing/email of the cause of and the duration of the delay. Up deemed necessary, the institution may extend the service products the service products the service products and the service products the service products and the service products are serviced to the service products and the service products are serviced to the service products and the service products are serviced to the service products and the service provider with the service provider writing the service writing the service writing the service writing the service writing the service writing the service writing the ser			manner, the service provider must notify the institution in e institution should evaluate the circumstances and, if
13.2.	quality as a substitution for the outstanding commodities.	ì	period, the institution is	s entitled to purchase commedition ()
13,3.	Alternatively, the institution may elect to terminate the		B I I I I I I I I I I I I I I I I I	well as return commodities delivered at a later stage at the
	that the contract is terminated the institution may claim dama should be captured on the service provider database in order future.			mmodities in order to complete the contract. In the event the form of a penalty. The service provider's performance service provider should be awarded any contracts in the
3.4.	If the supplier fails to deliver any or all of the goods and			
	prejudice to its other remedies under the contract, deduct from goods or unperformed services using the current prime interest			d(s) specified in the contract, the purchaser shall, without y, a sum calculated on the delivered price of the delayed f the delay until actual delivery or performance.





TERMINATION FOR DEFAULT 14.

- 14.1. The purchaser, without prejudice to any other remedy for bre. contract, by written notice of default sent to the supplier, may terminate this contract
 - (i) if the supplier fails to deliver any or all of the goods within t p od(s) specified in the contract, (ii) if the supplier fails to perform any other obligation(s) unde
 - (iii) if the supplier, in the judgment of the purchaser, has enge In the event the purchaser terminates the contract in whole o
- 14.2. appropriate, goods, works or services similar to those undeliv goods, works or services. 14.3.
- Where the purchaser terminates the contract in whole or in $p_{\rm c}=t$ such supplier from doing business with the public sector for a ri 15.

- intract; or
- corrupt or fraudulent practices in competing for or in executing the contract.
- t :, the purchaser may procure, upon such terms and in such manner as it deems
- and the supplier shall be liable to the purchaser for any excess costs for such similar
 - purchaser may decide to impose a restriction penalty on the supplier by prohibiting not exceeding 10 years.
 - THE DEPARTMENT RESERVES THE RIGHT TO PASS OV , Y QUOTATION WHICH FAILS TO COMPLY WITH THE ABOVE.

SBD 6.1.



PREFERENCE POINTS CLAIM FORM IN TERI (

This preference form must form part of all tenders invited. It contains

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STU RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMEN

THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

I information and serves as a claim form for preference points for specific goals.

E GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN JLATIONS, 2022

1. GENERAL CONDITIONS

- The following preference point systems are applicable to invit 1.1.
 - the 80/20 system for requirements with a Rand value
 - the 90/10 system for requirements with a Rand value
- 1.2. The applicable preference point system for this tender is the
- Points for this tender (even in the case of a tender for income $-\pi$ ating contracts) shall be awarded for: 1.3.
 - (b) Specific Goals.

1.4. The maximum points for this tender are allocated as follows:

Tellits to t	ilo terider al	re allocated as	iollows:
PRICE			
SPECIFIC GOALS			
Total points for Price and	Specific Goa	als	

- 1.5 Failure on the part of a tenderer to submit proof or document interpreted to mean that preference points for specific goals a
- 1.6. The organ of state reserves the right to require of a tenderer, in regard to preferences, in any manner required by the organ

to R50 000 000 (all applicable taxes included); and

⇒ R50 000 000 (all applicable taxes included).

- equired in terms of this tender to claim points for specific goals with the tender, will be
- before a tender is adjudicated or at any time subsequently, to substantiate any claim

DEFINITIONS

- (a) "tender" means a written offer in the form determined by ϵ quotations, competitive tendering process or any other metho (b) "price" means an amount of money lendered for goods or
- (c) "rand value" means the total estimated value of a contract
- (d) "tender for income-generating contracts" means a written origination of income-generating contracts through any methr and a third party that produces revenue for the organ of state
- contracts, excluding direct sales and disposal of assets throu (e) "the Act" means the Preferential Procurement Policy Fran
- n of state in response to an invitation to provide goods or services through price saged in legislation;
- ss, and includes all applicable taxes less all unconditional discounts;
- id, calculated at the time of bid invitation, and includes all applicable taxes; the form determined by an organ of state in response to an invitation for the
- saged in legislation that will result in a legal agreement between the organ of state
- icludes, but is not limited to, leasing and disposal of assets and concession lic auctions; and

lo tender;

E774

D253

2 reference point system.

Act, 2000 (Act No. 5 of 2000).

FORMULAE FOR PROCUREMENT OF GOODS AND SERV = 3.

3.1. POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the fol 80/20

 $Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$

OR

 $Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$

90/10

Where

Ps= Points scored for price of tender under consideration

 Price of tender under consideration Pmin = Price of lowest acceptable tender

FORMULAE FOR DISPOSAL OR LEASING OF STATE AS: 3. ND INCOME GENERATING PROCUREMENT 3.2.

POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the fol

 $Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$

OR

90/10

Where

Points scored for price of tender under consideration

= Price of tender under consideration Pmax = Price of highest acceptable tender



POINTS AWARDED FOR SPECIFIC GOALS

- in terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Prefere in the tender. For the purposes of this tender the tenderer will proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) point system applies, an organ of state must, in the tender do (a) an invitation for tender for income-generating contracts, t acceptable tender will be used to determine the applicab
 - (b) any other invitation for tender, that either the 80/20 or 90 determine the applicable preference point system,

- ocurement Regulations, preference points must be awarded for specific goals stated scaled points based on the goals stated in table 1 below as may be supported by
- Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference ts, stipulate in the case of-
- ter the 80/20 or 90/10 preference point system will apply and that the highest
- rence point system; or
- ference point system will apply and that the lowest acceptable tender will be used to

	then the organ of state must indicate the points allocated for Table 1: Specific goals for the tender and points claimed Note to tenderers: The <u>tenderer</u> must indicate <u>how</u> th		ficated per the table below. Impoints for each preference point system.					
Pro	The specific goal/s allocated po	.5	terms of this tender	points allocated (80/20 system)	Number of points <u>claimed</u> (80/20			
	molion of enterprises located in a specific region for work to be done or	n -	3s to be rendered in that region	20	system)			
	DECLARATION WITH REGARD TO COMPANY/FIRM							
4.3.	Name of company/firm:	_						
4.4.	Company registration number:							
4.5.	TYPE OF COMPANY/ FIRM [tick applicable box] Partnership/Joint Venture / Consortium One-person business/sole propriety Close corporation Public Company Personal Liability Company (Pty) Limited Non-Profit Company State Owned Company							
4.6.	cancellation; (d) recommend that the tenderer or contractor, its share basis, be restricted from obtaining business from an other side) rule has been applied; and (e) forward the matter for criminal prosecution, if deems	ra ain he en d a ffen s an i of	ompany/firm, certify that the points claimed, based on the speciand I acknowledge that: al Conditions as indicated in paragraph 1 of this form; med as shown in paragraphs 1.4 and 4.2, the contractor may a claims are correct; at basis or any of the conditions of contract have not been full as a result of that person's conduct; ared as a result of having to make less favourable arrangeme and directors, or only the shareholders and directors who acte state for a period not exceeding 10 years, after the audi alte	be required to filled, the orga	o furnish n of			
	SURNAME AND NAME:							
	DATE:	·						