



**KWAZULU-NATAL PROVINCE**  
HEALTH  
REPUBLIC OF SOUTH AFRICA

## Quotation Advert

**Opening Date:** 22/03/2023  
**Closing Date:** 30/03/2023  
**Closing Time:** 11:00

### INSTITUTION DETAILS

**Institution Name:** Charles Johnson Memorial Hospital  
**Province:** KwaZulu-Natal  
**Department of entity:** Department of Health  
**Division or section:** Supply Chain Management  
**Place where goods/  
service is required:** Charles Johnson Memorial Hospital  
**Date Submitted:** 22/03/2023

### ITEM CATEGORY AND DETAILS

**Quotation number:** CJM00295/2022/2023  
**Item Category:** Goods  
**Item Description:** Supply & deliver: Tick registers –new version  
**Quantity (if supplies):**

### COMPULSORY BRIEFING SESSION / SITE VISIT

**Select Type:** Not applicable  
**Time:** N/a  
**Venue:** N/a

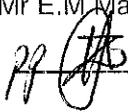
**QUOTES CAN BE COLLECTED FROM:** KZN Health Website

**QUOTES SHOULD BE DELIVERED TO:** Charles Johnson Memorial Hospital Lot 92 hlubi street, Main road Nqutu 3135.

### ENQUIRIES REGARDING ADVERT MAY BE DIRECTED TO:

**Name:** Mr. M.J Sithole  
**Email:** Mzothule.Sithole@kznhealth.gov.za  
**Contact number:** 034 271 6446/5

**Finance Manager Name:** Mr E.M Mahlinza

**Finance Manage signature:**  \_\_\_\_\_





**BIDDER'S DISCLOSURE**

**1 PURPOSE OF THE FORM**

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

**2 BIDDER'S DECLARATION**

2.1. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES / NO**

2.1.1. If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

FULL NAME	IDENTITY NUMBER	NAME OF STATE INSTITUTION

2.2. Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES / NO**

2.2.1. If so, furnish particulars: \_\_\_\_\_

2.3. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES / NO**

2.3.1. If so, furnish particulars: \_\_\_\_\_

**3 DECLARATION**

I, the undersigned, (name) \_\_\_\_\_ in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1. I have read and I understand the contents of this disclosure;
- 3.2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6. There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

NAME OF BIDDER	SIGNATURE	POSITION	DATE

<sup>1</sup> 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.

<sup>2</sup> 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

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.
- 1.6. "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 consignee 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 markets its goods on its 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 General**

- 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](http://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:
- 14.1.
- (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 contract 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.



- 21.5. 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 penalties.
- 21.6. 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 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 Penalties**
- 22.1. 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, 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.
- 23 Termination for default**
- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (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.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. 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 stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5. 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 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.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following 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.
- 23.7. 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.
- 24 Anti-dumping and countervailing duties and rights**
- 24.1. 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 anti-dumping 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 which may be due to him.
- 25 Force Majeure**
- 25.1. 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 event of force majeure.
- 25.2. 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 seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26 Termination for insolvency**
- 26.1. 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 remedy which has accrued or will accrue thereafter to the purchaser.
- 27 Settlement of Disputes**
- 27.1. 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 parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.



- 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5. Notwithstanding any reference to mediation and/or court proceedings herein,  
(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and  
(b) the purchaser shall pay the supplier any monies due the supplier.
- 28 Limitation of liability**
- 28.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;  
(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and  
(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29 Governing language**
- 29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30 Applicable law**
- 30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31 Notices**
- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32 Taxes and duties**
- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must 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 Trade and Industry 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 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.



**SPECIAL CONDITIONS OF CONTRACT**

**1. AMENDMENT OF CONTRACT**

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

**2. CHANGE OF ADDRESS**

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

**3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION**

- 3.1. The Department is under no obligation to accept the lowest or any quote.
- 3.2. The Department reserves the right to communicate in writing with vendors in cases where information is incomplete or where there are obscurities regarding technical aspects of the offer, to obtain confirmation of prices or preference claims in cases where it is evident that a typing, written, transfer or unit error has been made, to investigate the vendor's standing and ability to complete the supply/service satisfactorily.
- 3.3. **ALL DECISIONS TAKEN BY THE DEPARTMENT ARE FINAL, INCLUDING THE AWARD OR CANCELLATION OF THIS QUOTATION.**
- 3.4. The price quoted must include VAT (if VAT vendor).
- 3.5. Should a bidder become a VAT vendor after award or during the implementation of a contract, they may not request the VAT percentage from the Department as the service provider made an offer during the period they were not registered as a VAT vendor. The Department is only liable for any VAT from registered VAT vendors as originally stated on the quotation document.
- 3.6. The bidder must ensure the correctness & validity of the quotation:  
(i) that the price(s), rate(s) & preference quoted cover all for the work/item (s) & accept that any mistakes regarding the price (s) & calculations will be at the bidder's risk;  
(ii) it is the responsibility of the bidder to confirm receipt of their quotation and to keep proof thereof.
- 3.7. The bidder must accept full responsibility for the proper execution & fulfilment of all obligations conditions devolving on under this agreement, as the Principal (s) liable for the due fulfilment of this contract.
- 3.8. This quotation will be evaluated based on the 80/20 points system, specification, correctness of information and/or functionality criteria. All required documentation must be completed in full and submitted.
- 3.9. Offers must comply strictly with the specification.
- 3.10. Only offers that meet or are greater than the specification will be considered.
- 3.11. Late offers will not be considered.
- 3.12. Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.
- 3.13. Used/ second-hand products will not be accepted.
- 3.14. A bidder not registered on the Central Suppliers Database or whose verification has failed will not be considered.
- 3.15. All delivery costs must be included in the quoted price for delivery at the prescribed destination.
- 3.16. Only firm prices will be accepted. Such prices must remain firm for the contract period. Non-firm prices (including rates of exchange variations) will not be considered.
- 3.17. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.18. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered.
- 3.19. Verification will be conducted to identify if bidders have multiple companies and are cover-quoting for this bid.
- 3.20. In such instances, the Department reserves the right to immediately disqualify such bidders as cover-quoting is an offence that represents both corruption and acquisition fraud.

**4. SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF THIS QUOTATION.**

- 4.1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
- 4.2. Under no circumstances whatsoever may the quotation/bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
- 4.3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
- 4.4. Quotations submitted must be complete in all respects. However, where it is identified that information in a bidder's response, which does not affect the preference points or price, is incomplete in any respect, the said supplier meets all specification requirements and scores the highest points in terms of preference points and price, the Department reserves the right to request the bidder to complete/ submit such information.
- 4.5. Any alteration made by the bidder must be initialled; failure to do so may render the response invalid.
- 4.6. Use of correcting fluid is prohibited and may render the response invalid.
- 4.7. Quotations will be opened in public as soon as practicable after the closing time of quotation.
- 4.8. Where practical, prices are made public at the time of opening quotations.
- 4.9. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
- 4.10. The Department is under no obligation to pay suppliers in part for work done if the supplier can no longer for fulfill their obligation.

**5. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS**

- 5.1. Quotation shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the quotation documents.
- 5.2. Each quotation shall be addressed in accordance with the directives in the quotation documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the quotation number and closing date indicated on the envelope. The envelope shall not contain documents relating to any quotation other than that shown on the envelope. If this provision is not complied with, such quotations/bids may be rejected as being invalid.
- 5.3. All quotations received in sealed envelopes with the relevant quotation numbers on the envelopes are kept unopened in safe custody until the closing time of the quotation/bids. Where, however, a quotation is received open, it shall be sealed. If it is received without a quotation/bid number on the envelope, it shall be opened, the quotation number ascertained, the envelope sealed and the quotation number written on the envelope.
- 5.4. A specific box is provided for the receipt of quotations, and no quotation found in any other box or elsewhere subsequent to the closing date and time of quotation will be considered.

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

**6. SAMPLES**

6.1. In the case of the quote document stipulating that samples are required, the supplier will be informed in due course when samples should be provided to the institution. (This decreases the time of safety and storage risk that may be incurred by the respective Institution). The bidder's sample will be retained if such bidder wins the contract.

- (i) If a company/s who has not won the quote requires their samples, they must advise the institution in writing of such.
- (ii) If samples are not collected within three months of close of quote the institution reserves the right to dispose of them at their discretion.

6.2. **Samples must be made available when requested in writing or if stipulated on the document.**

- If a Bidder fails to provide a sample of their product on offer for scrutiny against the set specification when requested, their offer will be rejected. All testing will be for the account of the bidder.

**7. COMPULSORY SITE INSPECTION / BRIEFING SESSION**

7.1. Bidders who fail to attend the compulsory meeting will be disqualified from the evaluation process.

- (i) The institution has determined that a compulsory site meeting \_\_\_\_\_ take place.

(ii) **Date:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ **Time:** \_\_\_\_\_ **Place:** \_\_\_\_\_

Institution Stamp:	Institution Site Inspection / briefing session Official:  Full Name: _____  Signature: _____  Date: _____
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**8. STATEMENT OF SUPPLIES AND SERVICES**

8.1. The contractor shall, when requested to do so, furnish particulars of supplies delivered or services executed. If he/she fails to do so, the Department may, without prejudice to any other rights which it may have, institute inquiries at the expense of the contractor to obtain the required particulars.

**9. SUBMISSION AND COMPLETION OF SBD 6.1**

9.1. Should a bidder wish to qualify for preference points they must complete a SBD 6.1 document. Failure by a bidder to provide all relevant information required, will result in such a bidder not being considered for preference point's allocation. The preferences applicable on the closing date will be utilized. Any changes after the closing date will not be considered for that particular quote.

**10. TAX COMPLIANCE REQUIREMENTS**

10.1. In the event that the tax compliance status has failed on CSD, it is the suppliers' responsibility to provide a SARS pin in order for the institution to validate the tax compliance status of the supplier.

10.2. In the event that the institution cannot validate the suppliers' tax clearance on SARS as well as the Central Suppliers Database, the quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.

**11. TAX INVOICE**

11.1. A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:

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

**12. PATENT RIGHTS**

12.1. The supplier shall indemnify the KZN Department of Health (hereafter known as the purchaser) against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

**13. PENALTIES**

13.1. If at any time during the contract period, the service provider is unable to perform in a timely manner, the service provider must notify the institution in writing/email of the cause of and the duration of the delay. Upon receipt of the notification, the institution should evaluate the circumstances and, if deemed necessary, the institution may extend the service provider's time for performance.

13.2. In the event of delayed performance that extends beyond the delivery period, the institution is entitled to purchase commodities of a similar quantity and quality as a substitution for the outstanding commodities, without terminating the contract, as well as return commodities delivered at a later stage at the service provider's expense.

13.3. Alternatively, the institution may elect to terminate the contract and procure the necessary commodities in order to complete the contract. In the event that the contract is terminated the institution may claim damages from the service provider in the form of a penalty. The service provider's performance should be captured on the service provider database in order to determine whether or not the service provider should be awarded any contracts in the future.

13.4. If the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance.



**14. TERMINATION FOR DEFAULT**

- 14.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (i) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract,
  - (ii) if the supplier fails to perform any other obligation(s) under the contract; or
  - (iii) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 14.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services.
- 14.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
15. **THE DEPARTMENT RESERVES THE RIGHT TO PASS OVER ANY QUOTATION WHICH FAILS TO COMPLY WITH THE ABOVE.**

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

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

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

**1. GENERAL CONDITIONS**

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

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

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

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

**2. DEFINITIONS**

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

**3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

**3.1. POINTS AWARDED FOR PRICE**

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

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

$$\begin{array}{ccc}
 \text{80/20} & & \text{90/10} \\
 \text{Ps} = 80 \left( 1 - \frac{\text{Pt} - \text{Pmin}}{\text{Pmin}} \right) & \text{OR} & \text{Ps} = 90 \left( 1 - \frac{\text{Pt} - \text{Pmin}}{\text{Pmin}} \right)
 \end{array}$$

Where

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

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

**3.2.1. POINTS AWARDED FOR PRICE**

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

$$\begin{array}{ccc}
 \text{80/20} & & \text{90/10} \\
 \text{Ps} = 80 \left( 1 + \frac{\text{Pt} - \text{Pmax}}{\text{Pmax}} \right) & \text{OR} & \text{Ps} = 90 \left( 1 + \frac{\text{Pt} - \text{Pmax}}{\text{Pmax}} \right)
 \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender



**4. POINTS AWARDED FOR SPECIFIC GOALS**

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

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**  
Note to tenderers: The tenderer must indicate how they claim points for each preference point system.

The specific goal/s allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system)
-----	20	

**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. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

_____ <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	_____
<b>DATE:</b>	_____
<b>ADDRESS:</b>	_____
	_____
	_____

**SPECIAL CONDITIONS OF CONTRACT**

**1. AMENDMENT OF CONTRACT**

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

**2. CHANGE OF ADDRESS**

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

**3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION**

- 3.1. The Department is under no obligation to accept the lowest or any quote.
- 3.2. The Department reserves the right to communicate in writing with vendors in cases where information is incomplete or where there are obscurities regarding technical aspects of the offer, to obtain confirmation of prices or preference claims in cases where it is evident that a typing, written, transfer or unit error has been made, to investigate the vendor's standing and ability to complete the supply/service satisfactorily.
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(i) that the price(s), rate(s) & preference quoted cover all for the work/item (s) & accept that any mistakes regarding the price (s) & calculations will be at the bidder's risk;  
(ii) it is the responsibility of the bidder to confirm receipt of their quotation and to keep proof thereof.
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- 3.19. Verification will be conducted to identify if bidders have multiple companies and are cover-quoting for this bid.
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- (i) testing will be for the account of the bidder.

**7. COMPULSORY SITE INSPECTION / BRIEFING SESSION**

7.1. Bidders who fail to attend the compulsory meeting will be disqualified from the evaluation process.

(i) The institution has determined that a compulsory site meeting \_\_\_\_\_ take place.

(ii) Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Time: \_\_\_\_\_ : \_\_\_\_\_ Place: \_\_\_\_\_

Institution Stamp:	Institution Site Inspection / briefing session Official:
	Full Name: _____
	Signature: _____
	Date: _____

**8. STATEMENT OF SUPPLIES AND SERVICES**

8.1. The contractor shall, when requested to do so, furnish particulars of supplies delivered or services executed. If he/she fails to do so, the Department may, without prejudice to any other rights which it may have, Institute inquiries at the expense of the contractor to obtain the required particulars.

**9. SUBMISSION AND COMPLETION OF SBD 6.1**

9.1. Should a bidder wish to qualify for preference points they must complete a SBD 6.1 document. Failure by a bidder to provide all relevant information required, will result in such a bidder not being considered for preference point's allocation. The preferences applicable on the closing date will be utilized. Any changes after the closing date will not be considered for that particular quote.

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10.2. In the event that the institution cannot validate the suppliers' tax clearance on SARS as well as the Central Suppliers Database, the quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.

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- (iv) a description and quantity or volume of the goods or services supplied;
- (v) the official department order number issued to the supplier;
- (vi) the value of the supply, the amount of tax charged;
- (vii) the words tax invoice in a prominent place.

**12. PATENT RIGHTS**

12.1. The supplier shall indemnify the KZN Department of Health (hereafter known as the purchaser) against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

**13. PENALTIES**

13.1. If at any time during the contract period, the service provider is unable to perform in a timely manner, the service provider must notify the institution in writing/email of the cause of and the duration of the delay. Upon receipt of the notification, the institution should evaluate the circumstances and, if deemed necessary, the institution may extend the service provider's time for performance.

13.2. In the event of delayed performance that extends beyond the delivery period, the institution is entitled to purchase commodities of a similar quantity and quality as a substitution for the outstanding commodities, without terminating the contract, as well as return commodities delivered at a later stage at the service provider's expense.

13.3. Alternatively, the institution may elect to terminate the contract and procure the necessary commodities in order to complete the contract. In the event that the contract is terminated the institution may claim damages from the service provider in the form of a penalty. The service provider's performance should be captured on the service provider database in order to determine whether or not the service provider should be awarded any contracts in the future.

13.4. If the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance.



**14. TERMINATION FOR DEFAULT**

- 14.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (i) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract,
  - (ii) if the supplier fails to perform any other obligation(s) under the contract; or
  - (iii) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 14.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services.
- 14.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
15. **THE DEPARTMENT RESERVES THE RIGHT TO PASS OVER ANY QUOTATION WHICH FAILS TO COMPLY WITH THE ABOVE.**

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

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

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

**1. GENERAL CONDITIONS**

- 1.1. The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2. The applicable preference point system for this tender is the 80/20 preference point system.

- 1.3. Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
  - (b) Specific Goals.

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

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

1.5. Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6. The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

**2. DEFINITIONS**

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

**3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

**3.1. POINTS AWARDED FOR PRICE**

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

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

$$\begin{array}{ccc}
 \text{80/20} & & \text{90/10} \\
 P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{OR} & P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{\min}$  = Price of lowest acceptable tender

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

**3.2.1. POINTS AWARDED FOR PRICE**

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

$$\begin{array}{ccc}
 \text{80/20} & & \text{90/10} \\
 P_s = 80 \left( 1 + \frac{P_t - P_{\max}}{P_{\max}} \right) & \text{OR} & P_s = 90 \left( 1 + \frac{P_t - P_{\max}}{P_{\max}} \right)
 \end{array}$$

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{\max}$  = Price of highest acceptable tender



**4. POINTS AWARDED FOR SPECIFIC GOALS**

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

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

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.

The specific goal/s allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system)
-----	20	

**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. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

\_\_\_\_\_  
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Mthembu Landiwe

---

**From:** muzansi@mweb.co.za  
**Sent:** Wednesday, 22 March 2023 07:53  
**To:** Mthembu Landiwe  
**Subject:** Re: ORDER

Good Day.

Order received many Thanks

Kind Regards,  
Kim Davison



**Tel:** 083 488 2408

**Fax:** 086 605 8652

**Muzansi@mweb.co.za**

---

**From:** "Mthembu Landiwe" <Landiwe.Mthembu@kznhealth.gov.za>  
**To:** "muzansi" <Muzansi@mweb.co.za>  
**Sent:** Friday, March 17, 2023 3:46:04 PM  
**Subject:** ORDER

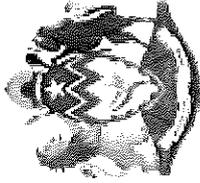
Good afternoon

Kindly received the order thank you please reply as soon you received it

Regards

Mthembu K.L

# KWAZULU-NATAL DEPARTMENT OF HEALTH



**KWAZULU-NATAL PROVINCE**

**HEALTH**  
REPUBLIC OF SOUTH AFRICA

## PHC COMPREHENSIVE TICK REGISTER

NATIONAL AND PROVINCIAL DATA ELEMENTS

VERSION 1.0 OF 2023

PROVINCE: .....

FACILITY NAME: .....

FACILITY UNIQUE IDENTIFIER: .....

CONSULTATION ROOM NUMBER: .....

START DATE: .....

END DATE: .....

NATIONAL INDICATOR DATA SET 2023

IndGroup	Data Element Name	Definition	Definition_Extended	Use and Context	Inclusions	Exclusions
EPI	DTaP-IPV-Hib-HBV (Hexavalent) 4th dose	DTaP-IPV-Hib-HBV (also known as Hexavalent) 4th dose vaccination given to a child at 18 months after birth. The cut-off age is under 2 years.	This includes children up to 2 years of age receiving their 4th dose of Hexavalent. DTaP-IPV-Hib-HBV is given to children at 6, 10 and 14 weeks and at 18 months	EPI	DTaP-IPV-Hib-HBV (Hexavalent) 4th dose	DTaP-IPV-Hib-HBV (also known as Hexavalent) 4th dose vaccination given to a child at 18 months after birth. The cut-off age is under 2 years. A child who have completed his or her primary course of immunisation before the age of one year.
EPI	Immunised fully under 1 year new	A child who have completed his or her primary course of immunisation before the age of one year.	A primary course comprises: BCG OPV 0 & 1 DTaP-IPV-Hib-HBV 1, 2 and 3 RV 1 and 2 PCV 1, 2 and 3 Measles 1 All doses before 1 year. The child should only be counted ONCE as fully immunised when receiving the last vaccine in the course AND there is documentary proof of all required vaccines.	EPI	Immunised fully under 1 year new	A child who have completed his or her primary course of immunisation before the age of one year.
EPI	Measles 1st dose	Measles vaccine 1st dose given to a child under one year of age at 6 months after birth. The cut-off age is under 12 months.	Measles is an acute viral infection transmitted by close respiratory contact and may also spread via inhaled droplets. All children older than 12 months who have missed the 1st measles dose at 6 months, should receive this dose immediately and receive the second dose with a 4 week interval. Do not give measles vaccine to children who are sick with AIDS and other immune suppressing conditions. Do not give measles vaccine to children who are sick with AIDS and other immune suppressing conditions	EPI	Measles 1st dose	Measles vaccine 1st dose given to a child under one year of age at 6 months after birth. The cut-off age is under 12 months.
EPI	Measles 2nd dose	Measles vaccine 2nd dose given to a child at 12 months after birth. The cut-off age is under 23 months	All children older than 12 months who have missed the 1st measles dose at 6 months, should receive this dose immediately and receive the second dose with a 4 week interval. If any child older than 2 years has not received an 1st and 2nd dose of Measles vaccine, it should be given but not recorded here	EPI	Measles 2nd dose	Measles vaccine 2nd dose given to a child at 12 months after birth. The cut-off age is under 23 months
EPI	OPV 0 dose under 1 year	Oral polio Vaccine 0 dose given to a child under 1 year at birth. The cut-off age is 10 weeks	OPV is given to children at birth and 6 weeks. OPV0 is given together with BCG at birth	Monitors protection of children against Polio.	EPI	OPV 0 dose under 1 year
EPI	OPV 1st dose under 1 year	Oral polio Vaccine 1st dose given to a child under 1 year at 6 weeks. The cut-off age is under 12 months	OPV 1st is given to children at birth and 6 weeks. OPV 1st dose is given together with RV1, DTaP-IPV-Hib_HBV 1 and PCV1 at 6 weeks	Monitors protection of children against Polio.	EPI	OPV 1st dose under 1 year
EPI	PCV 1st dose under 1 year	Pneumococcal conjugate vaccine 1st dose given to a child under 1 year at 6 weeks. The cut-off age is under 12 months	PCV is given to children at 6, 14 weeks and 9 months. PCV 1st dose is given together with OPV1, DTaP-IPV-Hib_HBV 1 and RV1 at 6 weeks	Monitors protection of children against Streptococcus pneumoniae.	EPI	PCV 1st dose under 1 year
EPI	PCV 2nd dose under 1 year	Pneumococcal (PCV) vaccine 2nd dose given to a child under one year, at 14 weeks. The cut-off age is under 12 months	PCV is given to children at 6, 14 weeks and 9 months. PCV2 is given together with RV2 and DTaP-IPV-Hib-HBV 3 at 14 weeks	Monitors protection of children against Streptococcus pneumoniae.	EPI	PCV 2nd dose under 1 year

NATIONAL INDICATOR DATA SET 2023

IndGroup	Data Element Name	Definition	Definition_Extended	Use and Context	Inclusions	Exclusions
Child and nutrition	Moderate acute malnutrition in child under 5 years new	Child under 5 years with weight-for-length/height between -2 and -3 Z-scores (all children) or with MUAC from 11.5cm to 12.4 cm (among 6-59mo) and no oedema	A child under 5 years with a weight-for-height between -2 and -3 Z-score (and/or child (6-59 months) has a mid-upper arm circumference (MUAC) from 11.5 to 12.4 cm and no oedema. Only record children presenting for the first time with moderate acute malnutrition (MAM) during this episode (i.e. new cases), not those coming for follow-up. A child previously identified with MAM that was cured (completed nutritional rehabilitation successfully), but who later develops MAM again should be counted again as a new case. Count the child regardless of the cause of MAM.	Monitors prevention and diagnosis of moderate acute malnutrition in children under 5 years	Child and nutrition	Moderate acute malnutrition in child under 5 years new
Child and nutrition	Pneumonia new in child under 5 years	Child under 5 years classified as pneumonia according to the IMCI definition	Pneumonia is defined as cough or chest in drawing or stidor in calm child or difficult rapid breathing. The definition of fast breathing depends on the age of the child: age 1 week up to 2 months: 60 breaths per minute or more = fast breath age 2 months up to 12 months: 50 breaths per minute or more age 12 months up to 5 years: 40 breaths per minute or more. Only record children presenting for the first time with the current episode of pneumonia (i.e. new cases), not those coming for follow-up	Monitors pneumonia incidence in children under 5 years of age	Child and nutrition	Pneumonia new in child under 5 years
Child and nutrition	Vitamin A dose 12-59 months	Vitamin A dose given to a child, preferably every six months from 12 to 59 months	Deworming medication must be given together with the Vitamin A. Consisting of a single dose of 200,000 IU. Routine Vitamin A supplementation strengthens the immune system of children. Routine Vitamin A supplementation consisting of a single dose every 6 months until 59 months (4 year 11 months). Children receiving routine multivitamin syrup can still receive routine Vitamin A supplementation. If a child is scheduled to receive a routine prophylactic dose of Vitamin A and has received a treatment dose within the past month, the routine dose should be postponed for one month. Record only the doses given as part of the Vitamin A immunisation schedule. The dose given should also be recorded on the Road to Health booklet. VIA doses given by WBP/HCOTs in households and by school health nurses at schools should be counted.	Monitors the implementation of the Vit A policy for children under 5 years of age	Child and nutrition	Vitamin A dose 12-59 months
Child and nutrition	Severe acute malnutrition in child under 5 years new	Child under 5 years with weight-for-length/height below -3 Z-score (all children) or with MUAC <11.5 cm (among 6-59mo) or nutritional oedema of both feet (all US children)	Only record children presenting for the first time with severe acute malnutrition (SAM) during this episode (i.e. new cases), not those coming for follow-up. A child previously identified with SAM that was cured (completed nutritional rehabilitation successfully), but who develops SAM again should be counted again as a new case. Count the child regardless of the cause of the severe malnutrition.	Monitors prevention and diagnosis of severe acute malnutrition in children under 5 years.	Child and nutrition	Severe acute malnutrition in child under 5 years new
Women's Health	Cervical cancer screening in non-HIV woman 30-50 years	Women aged between 30-50 years who had a cervical cancer screen using any method (Pap Smear, VIA, OR LBC ate included)	The policy states that women must be screened for cervical cancer at least 3 times in a lifetime. Women should be screened every 10 years from the age of 30 years. Only smears and liquid base done for women in the specified age category should be counted here. The smear must be sufficient to enable quality screening (e.g. include endo-cervical cells)	Monitors the implementation of the cervical cancer screening policy	Women's Health	Cervical cancer screening in non-HIV woman 30-50 years
Women's Health	Cervical cancer screening in HIV positive women 20 years and older	Cervical cancer screening done in HIV positive women at three years intervals using any method (Pap Smear, VIA, OR LBC ate included)	The cervical cancer policy states that HIV women must be screened for cervical cancer every 3 years from the age of 20 years. Only smears and liquid base done for women in the specified age category should be counted here. The smear must be sufficient to enable quality screening (e.g. include endo and exo-cervical cells)	Monitors the implementation of the cervical cancer screening policy	Women's Health	Cervical cancer screening in HIV positive women 20 years and older
Women's Health	IUCD inserted	Intra Uterine Contraceptive Device (IUCD) inserted into a woman aged 15-49 years	Count each IUCD inserted. IUCDs are relatively uncommon in developing countries, and the numbers are small compared to e.g. injectable or oral contraceptives. Facility numbers above 10 during one reporting period should be verified	Monitors the couple year protection rate	Women's Health	IUCD inserted
Women's Health	Medroxyprogesterone injection	Medroxyprogesterone acetate (DMP) Provera/Prolongin injection given to a woman aged 15-49 years	Count each injection given. This injection provides protection against pregnancy for 3 months. Do not mix up the Medroxyprogesterone and Norethisterone enanthate injections	Monitors the couple year protection rate	Women's Health	Medroxyprogesterone injection
Women's Health	Norethisterone enanthate injection	Norethisterone enanthate injection given to a woman aged 15-49 years	Count each injection given. This injection provides protection against pregnancy for 2 months. Do not mix up Medroxyprogesterone and Norethisterone enanthate injections	Monitors the couple year protection rate	None	EXCLUDE Norethisterone enanthate injection given to women younger than 15 years of age and older than 49 years of age

NATIONAL INDICATOR DATA SET 2023

IndGroup	Data Element Name	Definition	Definition_Extended	Use and Context	Inclusions	Exclusions
Non-communicable disease	Total number of clients 18 - 44 years screened for diabetes and identified as requiring treatment for diabetes	Clients 18 - 44 years screened for diabetes identified as requiring treatment for diabetes	This will provide an indication of the number of clients who require clinical intervention for diabetes after being screened	This data is to assist with determining how many clients 18 - 44 years screened for diabetes requires clinical intervention	All clients 18 - 44 years screened for diabetes as per the Diabetes Guidelines	Clients 18 - 44 years diagnosed and on treatment for diabetes
Non-communicable disease	Total number of clients ≥ 45 years screened for diabetes and identified as requiring treatment for diabetes	Clients ≥ 45 years screened for diabetes identified as requiring treatment for diabetes	This will provide an indication of the number of clients who require clinical intervention for diabetes after being screened	This data is to assist with determining how many clients 18 - 44 years screened for diabetes requires clinical intervention	All clients ≥ 45 years screened for diabetes as per the Diabetes Guidelines	Clients ≥ 45 years diagnosed and on treatment for diabetes
Non-communicable disease	Total number of clients 18 - 44 years screened for hypertension and identified as requiring treatment for hypertension	Clients 18 - 44 years screened for hypertension identified as requiring treatment for hypertension	This will provide an indication of the number of clients who require clinical intervention for hypertension after being screened	This data is to assist with determining how many clients > 45 years screened for hypertension requires clinical intervention	All clients 18 - 44 years screened for hypertension as per the Hypertension Guidelines	Clients 18 - 44 years diagnosed and on treatment for hypertension
Non-communicable disease	Total number of clients ≥ 45 years screened for hypertension and identified as requiring treatment for hypertension	Clients ≥ 45 years screened for hypertension identified as requiring treatment for hypertension	This will provide an indication of the number of clients who require clinical intervention for hypertension after being screened	This data is to assist with determining how many clients > 45 years screened for hypertension requires clinical intervention	All clients ≥ 45 years screened for hypertension as per the Hypertension Guidelines	Clients ≥ 45 years diagnosed and on treatment for hypertension
Mental Health	Mental health visit 18 years and older	All clients 18 years and older who attended ambulatory (non-inpatient) services for mental health conditions	Count every visit ONCE if a client is visiting more than once on the same calendar day. Count every client visit that is occurring on a different calendar day. These cases relate to those with psychological, emotional, and/or physical problem, requiring: Mental health intervention, including counselling/psychotherapy for rape /sexual assault cases, substance abuse cases, physical abuse disorders/addiction problems cases, behavioural problems in children and adolescents; Psychotropic medication follow ups. Referral to a mental health worker; Examples of such conditions are: Mood disorders; Anxiety disorders, trauma and stressor related disorders, substance related and addictive disorders, impulse control and conduct disorders; Severe psychiatric conditions e.g. schizophrenia spectrum and other psychotic disorders, organic brain disease, neurocognitive disorders like dementia and organic brain disease, intellectual disability, disruptive, neurodevelopmental disorders like attention deficit hyperactivity disorders, autism spectrum disorders etc.	Monitors mental health workload at ambulatory services	INCLUDE clients seen by PHC Nurses in clinics and CHCs INCLUDE clients seen by mental health practitioners (psychiatrists, psychologists, psychiatric nurses, social workers and occupational therapists) in clinics, CHCs, OPDs and OPD including psychiatric hospital outpatient visits	EXCLUDE HIV and pre-and post-test counselling done by Lay-Health Counselors; EXCLUDE first counselling session for TOP; EXCLUDE epilepsy cases seen without any mental health problem EXCLUDE screening for mental health
Mental Health	Mental health visit under 18 years	All clients 18 years and older who attended ambulatory (non-inpatient) services for mental health conditions	Count every visit ONCE if a client is visiting more than once on the same calendar day; Count every client visit that is occurring on a different calendar day, and/or physical problem, requiring: Mental health intervention, including counselling/psychotherapy for rape /sexual assault cases, substance abuse cases, physical abuse disorders/addiction problems cases, behavioural problems in children and adolescents; Psychotropic medication follow ups. Referral to a mental health worker; Examples of such conditions are: Mood disorders; Anxiety disorders, trauma and stressor related disorders, substance related and addictive disorders, impulse control and conduct disorders; Severe psychiatric conditions e.g. schizophrenia spectrum and other psychotic disorders, organic brain disease, neurocognitive disorders like dementia and organic brain disease, intellectual disability, disruptive, neurodevelopmental disorders like attention deficit hyperactivity disorders, autism spectrum disorders etc.	Monitors mental health workload at ambulatory services	INCLUDE clients seen by PHC Nurses in clinics and CHCs INCLUDE clients seen by mental health practitioners (psychiatrists, psychologists, social workers and occupational therapists) in clinics, CHCs, OPDs and A&E. INCLUDE visits to hospital OPD including psychiatric hospital outpatient visits	EXCLUDE HIV and pre-and post-test counselling done by Lay-Health Counselors; EXCLUDE first counselling session for TOP; EXCLUDE epilepsy cases seen without any mental health problem EXCLUDE screening for mental health
Mental Health	PHC client treated for mental disorders-new	Clients treated for the first time for mental disorders (depression, anxiety, dementia, psychosis, mania, suicide, developmental disorders, behavioural disorders and substance use) at PHC facilities	Only count patients treated for listed mental disorders. Treatment includes psychosocial and pharmacological interventions including stabilisation and referral	Monitors access and integration of mental health services	INCLUDE clients treated by General practitioners and private care services INCLUDE "include clients treated with psychosocial intervention"	None

NATIONAL INDICATOR DATA SET 2023

IndGroup	Data Element Name	Definition	Definition_Extended	Use and Context	Inclusions	Exclusions
STI	ANC syphilis positive - BPG Dose 1	Syphilis treatment with BPG is a vital treatment for syphilis among pregnant women and to prevent the mother to child transmission of syphilis. Monitoring BPG administration will contribute towards the goal of eliminating congenital syphilis	Count the number of syphilis positive ANC clients who are administered the first dose of BPG	Syphilis treatment with BPG is a vital treatment for syphilis among pregnant women and to prevent the mother to child transmission of syphilis. Monitoring BPG administration will contribute towards the goal of eliminating congenital syphilis	None	None
Maternal and neonatal	Antenatal 1st visit 20 weeks or later	A first visit by a pregnant woman to a health facility that occurs 20 weeks after conception or later to primarily receive antenatal care according to BANC. The first antenatal visit is often referred to as a 'booking visit'	The first visit by a pregnant woman to a health facility 20 weeks or more after conception to primarily receive antenatal care according to BANC. The first antenatal visit is often referred to as a 'booking visit'. The actual protocol followed during the visit might vary but it should include: Relevant screening procedures, laboratory tests (e.g. for syphilis), counselling and health promotion (often done in groups)	Monitors early utilisation of antenatal services	None	None
Maternal and neonatal	Antenatal 1st visit before 20 weeks	A first visit by a pregnant woman to a health facility that occurs before 20 weeks after conception to primarily receive antenatal care according to BANC. The first antenatal visit is often referred to as a 'booking visit'	The first visit by a pregnant woman within 20 weeks after conception to primarily receive antenatal care according to BANC. The first antenatal visit is often referred to as a 'booking visit'. The actual protocol followed during the visit might vary but it should include. Relevant screening procedures, laboratory tests (e.g. for syphilis), counselling and health promotion (often done in groups)	Monitors the women who fail pregnant while on ART	Includes pregnant women who were previously initiated on ART and stopped for any reason	Excludes pregnant women who are newly diagnosed and newly initiated on ART
Maternal and neonatal	Antenatal already on ART at 1st visit	HIV positive antenatal client who is on ART at the time of her first antenatal visit	None	Monitors linkage of HIV positive pregnant women to ART	INCLUDE Adolescent antenatal client start on ART	Exclude the clients who were previously initiated on ART
Maternal and neonatal	ANC ART start	HIV positive antenatal clients who were initiated on ART during their current pregnancy	This data element monitors ANC clients who tested HIV positive in the current pregnancy and are initiated on ART	None	None	None
Maternal and neonatal	Antenatal client HIV re-test	Antenatal clients who tested negative for HIV during an earlier antenatal visit and were re-tested for HIV during the pregnancy	Each antenatal client whose previous HIV test was negative should be re-tested every 12 weeks during pregnancy to detect late seroconverters	None	None	None
Maternal and neonatal	Antenatal HIV 1st test	Antenatal client who was tested for the first time during her current pregnancy	Each antenatal client who is not known HIV positive should be tested during her 1st antenatal visit	Monitors implementation of PMTCT guidelines in terms of ART initiation of eligible HIV positive antenatal clients	INCLUDE ANC adolescents (15 to 19 years) tested for HIV	EXCLUDE HIV re-tests; EXCLUDE HIV tests done prior to current pregnancy
Maternal and neonatal	Antenatal HIV 1st test positive	Antenatal clients who tested positive for the first HIV test done during the current pregnancy	Count ONLY once on the day the HIV test was confirmed positive	Monitors implementation of PMTCT guidelines in terms of ART initiation of eligible HIV positive antenatal clients	INCLUDE ANC adolescents (15 to 19 years) tested positive for HIV	EXCLUDE HIV positive re-tests; EXCLUDE HIV tests done previously confirmed positive
Maternal and neonatal	Antenatal HIV re-test positive	Antenatal clients who were tested positive for HIV at 2nd or later test after testing negative for HIV during an earlier antenatal visit during the current pregnancy (including and ending at delivery)	Count ONLY once on the day the HIV test was done	Monitors implementation of PMTCT guidelines in terms of ART initiation of eligible HIV positive antenatal clients	INCLUDE ANC adolescents (15-19 years) testing positive on HIV re-test	EXCLUDE ANC HIV positive first test
Maternal and neonatal	Antenatal known HIV positive but NOT on ART at 1st visit	All Antenatal clients who previously tested HIV positive but were not initiated on ART and are presenting at Health Facility for their first ANC visit	None	Monitors the women who fail pregnant while on ART	None	EXCLUDE antenatal clients previously on ART but not on ART at 1st visit
Maternal and neonatal	Born alive before arrival at facility	Live infant born to a woman who had intended/booked a facility delivery but delivered before arrival and reached a health facility within 72 hours for normal post-delivery care (BBAs)	The assumption is that the mother will proceed to the (nearest) facility for medical care as soon as possible after delivering, and in general arrive within a few hours. Live birth is the complete expulsion or extraction from its mother of a product of conception, irrespective of the duration of the pregnancy, which, after such separation, breathes or shows any other evidence of life, such as beating of the heart, pulsation of the umbilical cord, or definite movement of involuntary muscles, whether or not the umbilical cord has been cut or the placenta is attached. Live births (BBA) should only be counted when the foetus is of 28 or more weeks gestational age and/or weighs 500g or more. Multiple births are counted as several live births	Monitors the babies born before the mother arrives at a health facility	None	EXCLUDE infants weighing less than 500g

NATIONAL INDICATOR DATA SET 2023

IndGroup	DataElementName	Definition	Definition_Extended	Use and Context	Inclusions	Exclusions
HIV	HIV test positive around 18 months	Children who tested HIV positive using rapid antibody test around 18 months (18-24)	none	monitors HIV transmission around 18 months	includes all positive HIV tests done around 18months	excludes confirmatory tests
HIV	Person exposed to HIV who tested HIV negative and was issued with Post Exposure Prophylaxis (PEP)	All male and female of all age groups issued with PEP.	PEP reduces the probability of HIV infection after exposure to potentially HIV infected blood or body fluids. For maximum effectiveness, PEP should be provided within hours after exposure.	For program monitoring and GAM reporting	INCLUDE PEP issued to a client who was potentially exposed to HIV. INCLUDE: Male and female occupational and non-occupational exposure	EXCLUDE: Persons that were sexually assaulted
HIV	New sexual assault cases seen at health facility	Sexual assault encompasses a range of acts to which consent has not been given and is usually accompanied by emotional or physical violence. Male and female sexual assault cases	None	Monitors HIV status of sexual assault cases	INCLUDE sexual assault cases. Includes unwanted or coercive sexual contact and sexual exploitation	EXCLUDE: Condom burst in consensual sex, occupationally exposed health care workers and patients
HIV	New sexual assault cases HIV negative issued with Post Exposure Prophylaxis	Post Exposure Prophylaxis issued to male and female sexual assault cases of all age groupings.	None	Monitors HIV status of sexual assault cases	INCLUDE PEP issued to a client who was sexual assaulted.	None
TB Monthly	Screen for TB 5 years and older	Clients 5 years and older who were screened in health facilities for TB using the standard TB screening tool, DCXR and any other tests	Screening should be conducted once, regardless of the number of services accessed on that day.	Identifies clients 5 years and older who should be triaged for TB testing or other investigations. Screening is expanded to include DCXR and other tests.	INCLUDE all clients 5 years and older presenting for healthcare services in clinics, CHCs, mobiles and hospitals (OPD and casualty)	EXCLUDE Clients already on TB treatment; EXCLUDE Clients screened in communities;
TB Monthly	Screen for TB under 5 years	Children under 5 years who were screened in health facilities for TB using the standard TB screening tool, and any other tests	Screening should be conducted once, regardless of the number of services accessed on that day.	Identifies children under 5 years who should be triaged for TB testing or other investigations. Screening is expanded to include any other tests eg Mantoux .	INCLUDE all children under 5 years presenting for healthcare services in clinics, CHCs, mobiles and hospitals (OPD and casualty)	EXCLUDE Children already on TB treatment; EXCLUDE Children screened in communities;
Viral Hepatitis	ANC clients tested for HBsAg	All ANC clients tested for HBsAg for the first time in this pregnancy	All ANC clients tested for HBsAg for the first time in this pregnancy	Monitors HBsAg testing amongst ANC clients. Babies born to HBsAg positive mothers are at a very high risk of contracting HBV. Therefore ANC clients must be routinely tested for HBsAg at least once in every pregnancy.	INCLUDE ALL ANC clients tested for HBsAg	EXCLUDE all ANC clients already tested for HBsAg during this pregnancy EXCLUDE ANC Clients who were already vaccinated with HepB Vaccine and have proof of immunity (HBsAb more than 10mIU)
Viral Hepatitis	ANC clients vaccinated with HepB vaccine	ANC Clients vaccinated with HepB vaccine	ANC Clients vaccinated with HepB vaccine	Monitors Hep B vaccination in ANC clients following a HBsAb negative result	INCLUDE all ANC clients vaccinated with HepB vaccine in the reporting period. INCLUDE all ANC clients with HBsAb lower than 10mIU	EXCLUDE ANC clients already vaccinated with HepB Vaccine and have proof of immunity (HBsAb more than 10mIU)
Viral Hepatitis	ANC clients with HBsAg positive result	ANC clients with HBsAg positive result	ANC clients with HBsAg positive result	Monitors HepB infection in ANC clients to identify eligibility for HepB treatment	INCLUDE all ANC clients with positive HBsAg result in the reporting period .	EXCLUDE all ANC clients with HBsAg negative result
Rehabilitation	Hearing aid issued child 0-18 years	All hearing aids issued to children 0 to 18 years	Count all hearing aids issued, at any point of issue (facility or home-based), to all clients who need them, whether new or replacement for children 0-18 years. All issued devices have budget implications	Access to hearing aids	INCLUDE all hearing aids issued for children should be recorded, new or replacement, regardless of whether it was a facility or home-based issue	None
Rehabilitation	Hearing aid required child 0-18 years	All hearing aids required by children 0-18 years	Count all hearing aids needed by children 0-18 years who are on register of requests	Access to hearing aids	INCLUDE all hearing aids issued for children should be recorded, new or replacement	None
Rehabilitation	Wheelchair issued child 0-18 years	All wheelchair issued to children 0-18 years	Count all the wheelchairs issued, at any point of issue (facility or home-based), to new clients or as replacement, new or refurbished for children 0-18 years. This data must be collected by the facility responsible for the catchment area	Planning and budgeting of services	INCLUDE all types of chairs, motorised, self propelled or pushed and buggies for children , regardless of whether it was a facility or home-based issue	None
Rehabilitation	Wheelchair required child 0-18 years	All wheelchair requests received at the facility for children 0-18 years	Count all wheelchair requests received by the facility, whether new or replacement for children 0-18 years. Also recorded as clients on register for requiring wheelchairs	Planning and budgeting of services	INCLUDE all types of chairs, motorised/self propelled or pushed and buggies for children	None
Rehabilitation	Hearing aid issued adult >19 years	All hearing aid issued to adults > 19 years	Count all hearing aids issued, at any point of issue (facility or home-based), to all clients who need them, whether new or replacement for adults 19 years and older. All issued devices have budget implications	Access to hearing aids	INCLUDE all hearing aids issued for adults 19 years and older should be recorded, new or replacement, regardless of whether it was a facility or home-based issue	None
Rehabilitation	Hearing aid required adult >19 years	All hearing aids required by adults > 19 years	Count all hearing aids needed by adults > 19 years who are on register of requests	Access to hearing aids	INCLUDE all hearing aids issued for adults > 19 years should be recorded, new or replacement	None

NATIONAL INDICATOR DATA SET 2023

IndGroup	Data Element Name	Definition	Definition_Extended	Use and Context	Inclusions	Exclusions
Eye care	Spectacles issued to an adult - total	Number of spectacles issued to clients aged 19 years and older	This should include all new spectacles issued to adults including a new pair every 2 years. However, this should exclude spectacles issued due to the original pair not working for the patient. These data must be collected by a facility that orders spectacles for clients	Monitors access to eye care services	INCLUDE all adults 19 years and older who receive spectacles (both ready made and custom media spectacles) at public health facilities	EXCLUDE spectacles re ordered due to wrong script or not working as expected.
CCMDD	CCMDD - new enrolment	All new STABLE clients with chronic diseases enrolled on the Central Chronic Medicines Dispensing and Distribution (CCMDD) programme for the first time, for the current month	All CCMDD clients who have received a CCMDD chronic prescription and have not been registered on the programme previously. Facility must supply first cycle of medication (one or two months)	New stable clients with chronic diseases enrolled on the CCMDD programme - first cycle of medication supply provided at the facility	none	If clients do not have SA identity, Passport, Asylum seeker number, they are not registered on the programme.
CCMDD	CCMDD - renewal	All STABLE clients with chronic diseases with a renewed prescription for the Central Chronic Medicines Dispensing and Distribution (CCMDD) programme for the current month	All CCMDD clients who have received a CCMDD chronic prescription and have been registered on the programme previously, including those patients that were dormant and have a renewed CCMDD prescription. Facility must supply first cycle of medication (one or two months)	Stable patients with chronic diseases re - enrolled on the CCMDD programme - first cycle of medication supply provided at the facility	Includes all clients that were dormant	If clients do not have SA identity, Passport, Asylum seeker number, they are not registered on the programme.
CCMDD	CCMDD client collecting medicine parcel from contracted external PUPs	Central Chronic Medicines Dispensing and Distribution (CCMDD) clients who opted to collect their patient medicine parcels from CCMDD contracted external Pick up Points (PUP)	CCMDD clients registered to collect at contracted External Pickup Points	The external pick up point must be contracted	External Pick up Points include all pick up points contracted by the National Department of Health, with an active contract to provide Pick up Point services for CCMDD. This includes all compensated and non remunerated contracts.	-Clients collecting at any Pick up Point not contracted by the National Department of Health. -Clients collecting from Internal Pick up Points (Internal pick up points include Adherence clubs, outreach, CCMDD PUPs, Community outreach, CCMDD lanes in facility, WBP/COT where parcels are delivered to facilities (parcels delivered to patients) -If unique identification (SA IDENTITY, PASSPORT, Asylum seeker number) not available
Communicable Diseases	Bilharzia new cases reported	Total bilharzia new cases reported	Count all cases of bilharzia new cases reported	Monitor new cases of reported bilharzia	INCLUDE all the bilharzia new cases reported, whether clinically or laboratory confirmed (Schistosomiasis Mansonii, Schistosomiasis Japonicum, Schistosomiasis Haematobium)	None

PROVINCIAL INDICATOR DATASET 2023

Programme	Data Element	Definition
Chronic	Obesity BMI >30 - new	The total number of clients diagnosed with Obesity (Body mass index greater than 30) and put on the programme for the first time
Communicable Diseases	Worms (Helminthic) case	A condition caused by parasitic worms that produce a wide range of symptoms including intestinal manifestations (Diarrhoea, abdominal pain) general malaise and weakness).
Covid-19	Clients already vaccinated for COVID 19 at visit	All clients who present to a health facility that has already received at least one dose of any type of vaccine against Covid-19.
Disability and Rehabilitation	Clients seen by Audiologists	All clients seen by Audiologist for rehabilitation services at all levels of care. This includes clients seen during Community outreach who should be recorded at base.
Disability and Rehabilitation	Clients seen by Occupational Therapists	All clients seen by Occupational Therapist for rehabilitation services at all levels of care. This includes clients seen during Community outreach who should be recorded at base.
Disability and Rehabilitation	Clients seen by Physiotherapists	All clients seen by Physiotherapist for rehabilitation services at all levels of care. This includes clients seen during Community outreach who should be recorded at base.
Disability and Rehabilitation	Clients seen by Speech Therapists	All clients seen by Speech Therapist for rehabilitation services at all levels of care. This includes clients seen during Community outreach who should be recorded at base.
Disability and Rehabilitation	Other Assistive devices issued to eligible clients	Assistive devices viz: Whites canes, ADL devices, communication devices issued, and Walking Aids to a client that has been found eligible after assessment by a Therapist/practitioner. Exclude: wheelchairs, buggies, hearing aids, motorised wheelchairs.

PROVINCIAL INDICATOR DATASET 2023

Programme	Data Element	Definition
Nutrition	Child under 2 years underweight - new (weight between -2 SD and -3 SD new)	A child under 2 years identified as being BELOW the -2 SD line but equal to or ABOVE the -3 SD line in the Road to Health Booklet (RTHB)
Nutrition	Child under 5 years Not acutely malnourished (NAM) but at risk: not growing well	New cases of children under 5 years not gaining weight, losing weight or have poor weight gain over two consecutive visits, as classified on weight for age graph
Nutrition	Malnourished child under 5yrs issued a therapeutic supplement pack	Total number of children < 5yrs diagnosed as undernourished receiving therapeutic supplement package.
Nutrition	Patients 5 years and older receiving therapeutic supplements	All undernourished patients 5 years and older receiving therapeutic supplements
PEP	Sexual assault case referred	Number of suspected Sexually assault case referred from the clinic to the hospital
PHC Management	PHC client seen by sessional doctor	A PHC client consulted and or treated by a doctor employed sessional in the public sector to render general clinical services
PHC Management	PHC client seen by sessional doctor	A PHC client consulted and or treated by a doctor employed sessional in the public sector to render general clinical services
PMTCT	Antenatal client on ART with viral load < 50 copies/ml at specific interval	Antenatal client with suppressed viral load of under 50 copies per millilitre, as per new ART guideline
PMTCT	Breastfeeding women re-test positive for HIV (at 12 weekly interval)	All HIV negative women who are breastfeeding retested positive for HIV at 12 weekly interval.
PMTCT	PCR test 6 weeks post cessation of breast feeding	Number of PCR taken from babies after 6 weeks of breastfeeding
PMTCT	PCR test 6 weeks post cessation of breast feeding	Number of PCR taken from babies after 6 weeks of breastfeeding
PMTCT	PCR test positive at 6 months	Number of children that tested positive for HIV at 6 months, tested using PCR test. These are children that were born to HIV positive woman, and tested negative for previous PCR tests.
PMTCT	PCR test positive 6 weeks post cessation of breast feeding	Number of baby PCR positive results after 6 weeks of breastfeeding. <b>NB: The testing bracket should be between 20-28 weeks</b>

