

## **Quotation Advert**

**Opening Date:** 

13/10/2023

Closing Date:

20/10/2023

**Closing Time:** 

11:00

**INSTITUTION DETAILS** 

Institution Name:

Catherine Booth Hospital

Province:

KwaZulu-Natal

Department of entity:

Department of Health

Division or section:

Supply Chain Management

Place where goods/ service is required: CATHERINE BOOTH HOSPITAL

Date Submitted:

13/10/2023

ITEM CATEGORY AND DETAILS

**Quotation number:** 

CBH222/23/24

Item Category:

Goods

Item Description:

SUPPLY AND DELIVER: KITCHEN ACCESSORIES

Quantity

**COMPULSORY BRIEFING SESSION / SITE VISIT** 

Select Type:

Not applicable

Date:

Time:

Venue:

QUOTES CAN BE COLLECTED FROM:

**DEPT OF ADVERTISING WEB - SITE** 

QUOTES SHOULD BE DELIVERED TO:

CBH TENDER-BOX NEAR ADMIN OFFICE/ email -

nompelelo.zulu@kznhealth.gov.za

**ENQUIRIES REGARDING ADVERT MAY BE DIRECTED TO:** 

Name:

MS S ENOCK

Email:

sonja.enock@kznhealth.gov.za

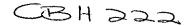
Contact number:

035 474 8403 EXT 1276

Finance Manager Name:

MR O.N., DLUDLA

Finance Manager signature:





#### STANDARD QUOTATION DOCUMENT FOR QUOTATIONS ABOVE R2 000.01

YOU ARE HEREBY	NVITED 1	O QUOTE	FOR R	REQUIF	REMEN		TICUL/ : CA					SPI	TAL						0021396577		
FACSIMILE NUMBEI	R: 086	3 248 09	76		<del></del>	Ε	-MAIL /	ADDRI	ESS:	nor	npelelo.:	zulu(	@kz	nhea	alth	.gov	.za				
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DATE ADVERTISED:	13/	10/2023			<del></del>	С	LOSING	3 DAT	E:	20/	10/2023					. (	CLOS	ING TII	ME:	_	11:00
DESCRIPTION:	SUPPL	Y AND	DELIN	/ER :	CON	ΓΑΙΝ	ER,R	OLL	& G	RIP,	GRATE	R, PE	EEL	ER,E	BUC	KET	r,st	RAIN	ER,	BIN	
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Bidders should ensure				d time:	ously to	the (	correct	addre	955. li	the q	uote is lat	e, it w	/ill no	ot be a	acce	epted	for c	onsidei	ratior	1.	
QUOTATIONS MUST				FFICIA	AL FOR	MS -	(NOT T	O BE	RETY	(PFD)											
THIS QUOTE IS SUBJ REGULATIONS, 2022,	ЕСТ ТО Т	HE PREF	ERENTI	IAL PR	OCURE	EMEN	T POLI	CY FR	RAME	WORK	ACT AND	THE YOTH	PRE	FERE	ENTI.	AL PE	ROCU UTION	REMEI	VT CONT	rac	īT.
			THE	OLLO	WING P	ARTI	CULAR	≀S OF	BIDD	ER MI	JST BE FI BEING D	URNIS	Her								
NAME OF BIDDER:						- Carlona		311.53.A.	A-153			(10,00,10)	ALLIE						88.44EA		
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OOTE NOMBER	***			/!		TO HUM	FORCER	colecone <del>S</del>	S	
ESCRIPTION:	SUPP	LY AND D	ELIVER: 5TI	THYOE, INC.	WOVER,OFT	COLOW	TOROLL	;SCISSORS <sup>C</sup>		A###-
REFERENCE PO	INTS WILL BE	ALLOCATED.	ACCORDING TO TH	IE IMPLEMENT	ATION OF SPEC	IFIC GOALS	IN TERMS O	F PPR 2022:	POINTS A	LOCATE
romotion of Sout	h African owne	ed enterprises							2	20
	***************************************	UNIT OF				···	BRAND &	COUNTRY OF	PR	CE
ON NUMBER	QUANTITY	MEASURE	DESCRIPTION				MODEL	MANUFACTUR E	R	c
			su	PPLY AND	DELIVER					
1.	3	UNIT	INGR	EDIENT C	ONTAINERS	6				
			(5.5	L,230 X 23	0X190 MM)					
	3	UNIT	ST	ORAGE CO	ONTAINER					
			(1.8	5 180 x 180	) x 95 mm)					
	4	UNIT		STORAGI	E BINS					
			(660	x 450 x 90	mm 18.5 Lt	)				
2.	4	UNIT	ROLL AN	D GRIP H	OLDER SYS	i]EM				
			(4	50 mm IN	LENGTH)	1				
			`			i i				
3.	5	UNIT	INDU	STRIAL HA	ND GRATE	R	~			
						-	-			
4.	4	UNIT		HAND PE	ELER -	blola				
	· · · · · · · · · · · · · · · · · · ·									
5.	2	UNIT	TWO WA	Y BUCKET	r system v	WITH				
<u> </u>					UE & RED)	+				
						1	•			
6.	2	UNIT	CONICA	L STRAIN	ER STAINLE	ESS				+
<u> </u>					n & 240 mm					
						<del>'''-'''</del>				
7.	1	UNIT		LAUNDR	Y BIN					
	'	Ottil					1			+
 8.	2	UNIT	RI	ENDER	JUG 1.9 Lt		7			
ALUE ADDED 1							<u> </u>	,		
OTAL QUOTAT				<del></del>		***************************************				
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		WITH THE S.	PECIFICATION?							ES / NO
THE PRICE FII	KM? CLE CONFOI	RM TO THE S	,A.N.S. / S.A.B.S.	SPECIFICAT	ION?		ļ.			ES / NO
TATE DELIVER							1	<u></u>	·	·
AME OF BIDDE					SIGNATU	RE OF BIDD	DER:			



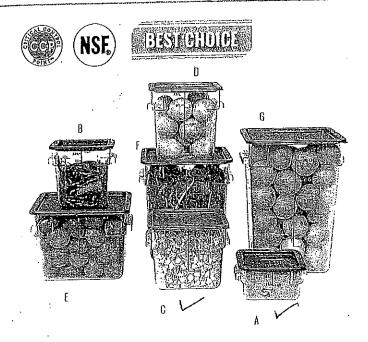
QUOTE NUMBI	ER: ZNQ	, CBH	, 222 , 23 <u>24</u>				
DESCRIPTION:	SUPF	LY AND D	DELIVER : <del>SYRINGE,REMOVER,SPECUL</del>	<del>JM,FORCE</del> P	,scissors	<u> </u>	
PREFERENCE PO	DINTS WILL BE	ALLOCATED	ACCORDING TO THE IMPLEMENTATION OF SPECIFIC GO.	ALS IN TERMS O	PPR 2022:	POINTS A	LLOCATE
Promotion of Sou	ith African own	ed enterprises			.,	2	20
		LINE OF			COUNTRY OF	l PR	ICE
CN NUMBER	QUANTITY	UNIT OF MEASURE	DESCRIPTION	BRAND & MODEL	MANUFACTUR E	R	С
			SUPPLY AND DELIVER				
		;					
9.	4	UNIT	CASSEROL POTS WITH LIDS				
			STAINLESS STEEL - 18 cm DEEP.				
10.	10	UNIT	BAIN MARIE - HALF				-
		<u> </u>	(325 x 265 mm)				_
	10	UNIT	BAIN MARIE - HALF				
		7	(325 x 176 mm)				~-
•							
						•	
LUE ADDED 1			endor) RIOD 60 Days)				
		71212111121					
THE PRICE FI	RM?		PECIFICATION?  A.N.S. / S.A.B.S. SPECIFICATION?			Y	ES / NO ES / NO ES / NO
ATE DELIVER						Ť	EO / N
	·		SIGNATURE OF BI	DDER:	-		



## Them of a co



## STORAGE CONTAINERS POLYCARBONATE

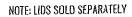


	******	CONTRACTOR CONTRACTOR
ORDER CODES:		
*		OTODIOS AQUITINED COI
SCS0002	A	STORAGE CONTAINER SQ
		180 x 180 x 95mm
SCS0004	В	STORAGE CONTAINER SQ
		180 x 180 x 190mm
SCS0006	C	STORAGE CONTAINER SQ
3030000	v	230 x 230 x 190mm
0000007	0	
SCS0007	0	STORAGE CONTAINER SC
		280 x 280 x 230nim
SCS0010	E	STORAGE CONTAINER SC
******		190 x 190 x 210mm
SCS0015	F	STORAGE CONTAINER SI
3000010	•	190 x 190 x 320mm
0000000	G	STORAGE CONTAINER S
SCS0020	U	
		190 x 190 x 400mm
SCL1001		STORAGE CONTAINER S
**		1,5L1 & 3.5L1 - GREEN
SCL1002		STORAGE CONTAINER S
200 LOOX		5.5Lt & 7.5Lt - RED
001.1000		
SCL1003	•	STORAGE CONTAINER S
		11LL& 17LL& 20LL B

NOTE: LIOS SOLD SEPARATELY

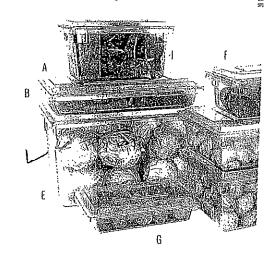
## STORAGE BOXES POL

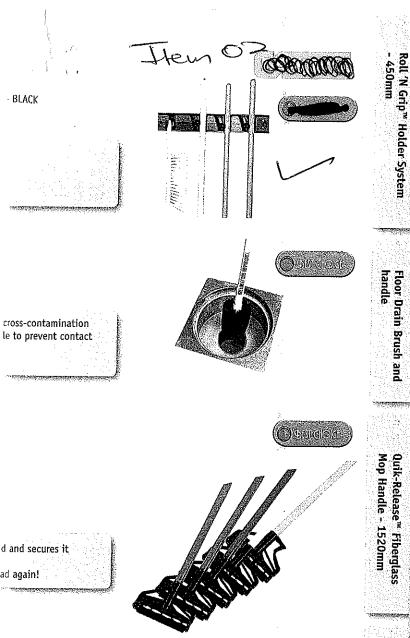
	•	·
ORDER CODES:		-
\$810001	Α ΄	STORAGE BOX LARGE LID - 660 x 450mm - CLEAR
2810080	8	STORAGE BOX LARGE - 660 x 450 x 90mm - CLEAR - 18.5LI
SBL0150	C	STORAGE BOX LARGE - 660 x 450 x 150mm - CLEAR 32Lt
S8L0230	0	STORAGE BOX LARGE - 660 x 450 x 230mm - CLEAR - 47LL
S8L0380	ξ	STORAGE BOX LARGE - 660 x 450 x 380mm - CLEAR - 81Lt
\$8\$0001	F	STORAGE BOX SMALL LID - 450 x 300mm - CLEAR
0000282	6	STORAGE BOX SMALL - 450 x 300 x 90mm - CLEAR - 7.5UL
\$8\$0150	H	STORAGE BOX SMALL - 450 x 300 x 150mm - CLEAR - 13LL
SRS0230	ı	STORAGE BOX SMALL - 450 x 300 x 230mm -



The above storago boxes are also available in colour-coded green, red, blue and yellow - on request only!

CLEAR - 18.5LI









Glass Washer

Handle Hand & Nail Brush Kit



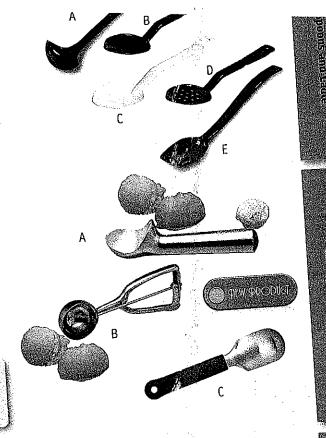
/carbonate atures of up to 100°C

re a notch to rest on the edge of a food pan - non-slip

## ASUREMENTS - SCOOP SIZE

- No. 16 ICE CREAM SCOOP - No. 20 ICE CREAM SCOOP - No. 12 ICE CREAM DISHER - No. 14 ICE CREAM DISHER ICE CREAM DISHER - No. 16 - No. 20 ICE CREAM DISHER - No. 24 ICE CREAM DISHER - TRIANGLE ICE CREAM SCOOP

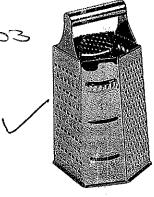
control. Ideal for measuring pie fillings. Number of scoop based on the number of scoops needed to fill 3.8Lt (1 Gallon). Smaller Scoop.



Item 03

GRATER STAINLESS STEEL - 6 SIDED

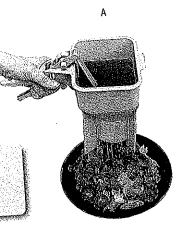
el body. 6 sides for multi grating of cheese, onions and vegetables.



ES:

TRAEX SAUCE BOSS TRAEX BATTER BOSS

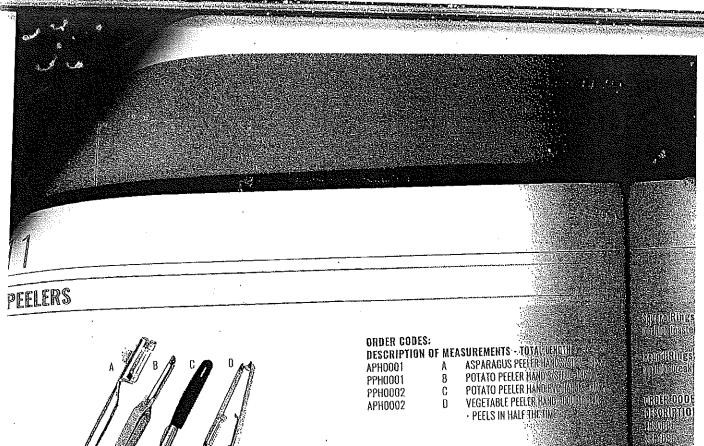
ct hand held te and consistent portion controls embles for easy cleaning



Ideal for perfect portion control



www.bce.co.za



PEELER - MULIPLEBAN

OMELE

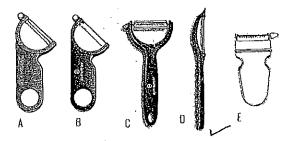
100091

ORDER CODE: PPM0003

**\$POTATO PEELER - MULTIPLE BLADE** 



PEELERS



Perfect for peeling vegetables and fruit

ORDER CODES:

PPV0001

PPV0002 C

PPV00'04 D PPV0003

PPV0005

POTATO PEELER CRED RED POTATO PEELER VICTORINOX: BLARK POTATO PEELER VICTORINOX BLARK POTATO PEELER VICTORINOX DILENTERINE POTATO PEELER VICTORINOX DILENTERINE POTATO PEELER VICTORINOX DILENTERINE POTATO PEELER VICTORINOX

Atriangle\*

JULIENNE SLIGINGVE

ORDER CODE: 1220003

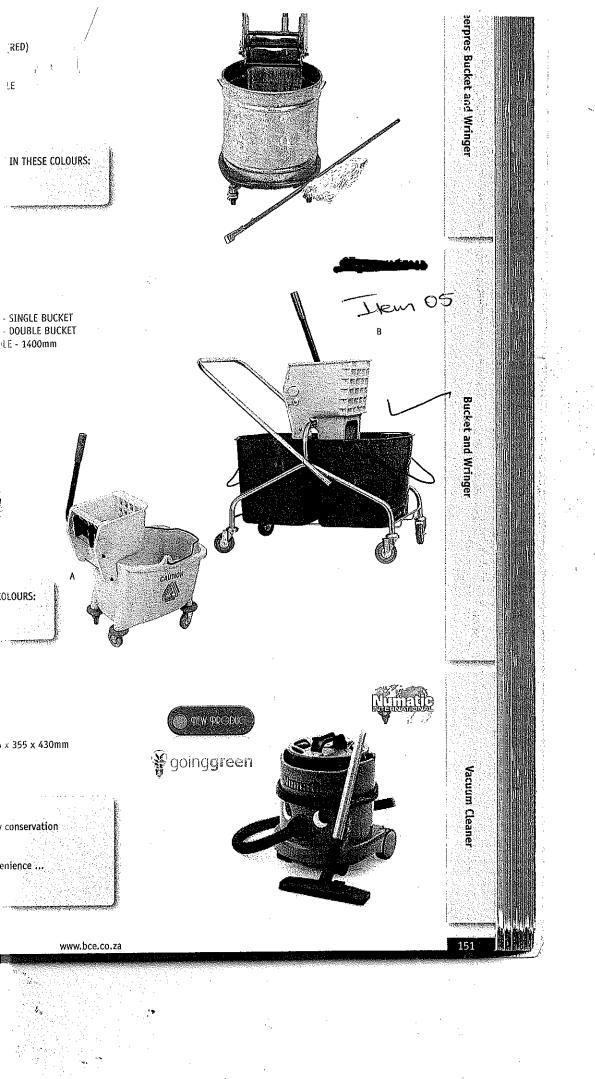
JULIENNE SLICING SET x 3 - TRIANGLE - INCLUDES 1 x STRAIGHT BLADE,

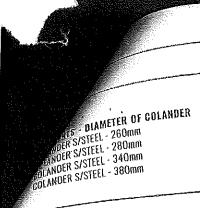
2 x JULIENNE BLADES FINE SLICER TRIANGLE - HAND FSH0001















COM LEGISTER HOLD

# TY COLANDERS



ORDER GODES:

DESCRIPTION OF MEASUREMENTS - DIAMETER OF COLANDER

CLA0400 - COLANDER ALUMINIUM HEAVY DUTY - 400mm

CLS1400 - COLANDER S/STEEL EXTRA HEAVY DUTY - 400mm

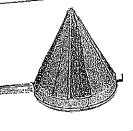
# CONICAL STRAINER

LPTION OF MEASUREMENTS - DIAMETER OF COLANDER
CONICAL STRAINER S/STEEL - 180mm
CONICAL STRAINER S/STEEL - 240mm



for pasta and vegetables.

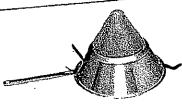
# IA CAP STRAINER



DESCRIPTION OF MEASUREMENTS - DIAMETER STRAINER - CHINA CAP - 205mm STRAINER - CHINA CAP - 300mm STC1205 STC1300

Ideal for vegetables.

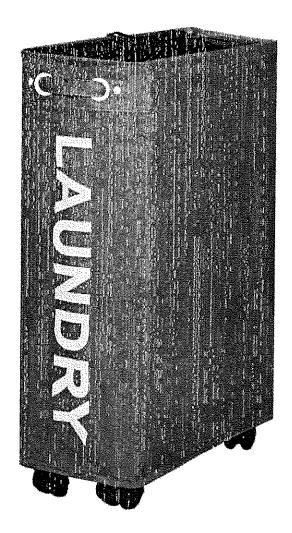
# CHINOIS STRAINER



DISCRIPTION OF MEASUREMENTS - DIAMETER
STRAINER CHINOIS - 240mm

get for sauces.

391



Laundry Basket



lempest stemen

consistency the blades

operating lass, even when paration results.

UTION



Hamilton Beach

Obudol

ımımit Blender

www.bce.co.za

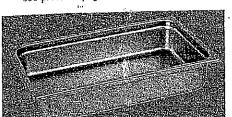
125%

# dilities and smalls

Global Trem 03+02

0.6mm STAINLESS STEEL INSERTS

- 0.6mm Thick stainless steel
- American style
- Rounded edges
- Anti-Jam system
- Light duty for heavy duty use 0.8mm
- Lids are interchangeable with 0.8mm, see previous page.





DESCRIPTION OF MEASUREMENTS - FULL - 530 x 325mm INSERT S/STEEL 65mm - VALUE

REINFORCED

CORNERS

INF9065 INF9100 INF9150 ...

INF9001

INSERT S/STEEL 100mm - VALUE INSERT S/STEEL 150mm - VALUE

: INSERT LID S/STEEL - VALUE



## ORDER CODES:

DESCRIPTION OF MEASUREMENTS - HALF + 325 x 265mm

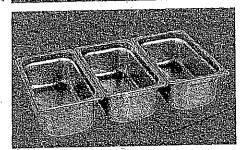
INH9065 INH9100

INSERT S/STEEL 65mm - VALUE INSERT S/STEEL 100mm / VALUE

INH9150 INH9001

'INSERT S/STEEL 150mm = VALUE

INSERT LID S/STEEL - VALUE



#### ORDER CODES;

DESCRIPTION OF MEASUREMENTS - THIRD - 325 x 176mm

INT9100

INSERT S/STEEL 100mm - VALUE

INT9150 INT9001.

INSERT S/STEEL 150mm - VALUE

INSERT LID SYSTEEL - VALUE





#### ORDER CODES:

DESCRIPTION OF MEASUREMENTS QUARTER 265 x 162mm

INQ9150

INSERT SYSTEEL 100mm - VALUE
 INSERT SYSTEEL 150mm - VALUE

IN09001

INSERT LID SYSTEEL - VALUE



#### ORDER CODES:

DESCRIPTION OF MEASUREMENTS - SIXTH - 176 x 162min

INS9065

INSERT S/STEEL 65mm - VALUE

INS9100

INSERT S/STEEL 100mm - VALUE

INS9150

INSERT S/STEEL 150mm - VALUE

INS9001

INSERT LID S/STEEL - VALUE



#### ORDER CODES:

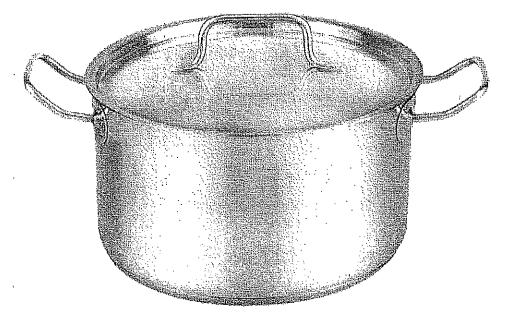
DESCRIPTION OF MEASUREMENTS - NINTH - 176 X 108mm

INN9001

INN9100 • INSERT S/STEEL 100mm - VALUE INSERT LID S/STEEL - VALUE

13

Item 10



in submitting the accompanying bid, do hereby make



BIDDER'S DISCLOSURE

SBD 4

#### 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

2.2.

3.1.

- 2.1. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise, employed by the state?
- 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	IDEMILL MUNDEK	INAMIE OF STATE INSTITUTIO	'IN
Do you, or any person connected wit	h the bidder, have a relationship with any person who is	employed by the procuring institution?	YES / NO
If so, furnish narticulars:			

2.2.1.	If so, furnish particulars:		 
2,3,		ts directors / trustees / shareholders / members / partners or any person having a st 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		

## the following statements that I certify to be true and complete in every respect:

I, the undersigned (name)

- I have read and I understand the contents of this disclosure;
  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:

PREVENTING AND COMBATING ABUSE I	N THE SUPPLY CHAIN MANAGEMEN	T SYSTEM SHOULD THIS DECLARATIO	N 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.



#### 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.
- 6.2. 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.



- 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 antidumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount whichmay be due to him.

#### 25 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.

SPECIAL CONDITIONS OF CONTRACT

SCC

#### 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 satisfactority.
- 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 fulfit 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.

#### STANDARD QUOTATION DOCUMENT FOR QUOTATIONS ABOVE R2 000.01



#### 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.

#### STANDARD QUOTATION DOCUMENT FOR QUOTATIONS ABOVE R2 000.01



#### 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.

	Number of points points The specific goal/s allocated points in terms of this tender allocated (80/20 (80/20 system)
Promo	ation of South African owned enterprises 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 tess 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: