

### Quotation Advert

Opening Date: 30/08/2024 05/09/2024

Closing Date:

INSTITUTION DETAILS

Closing Time:

11:00

Institution Name: Addington Hospital

Province: KwaZulu-Natal

Department of entity: Department of Health

Central Supply Chain Management

Division or section:

Place where goods/ ADDINGTON HOSPITAL

service is required:

Date Submitted: 30/08/2024

ITEM CATEGORY AND DETAILS

Quotation number: ZNQ: ADD329/24-25

Item Category: Goods

Item Description: 100 IT EPSON PJI INK CARTRIDGE

Quantity (if supplies): 30 UNITS

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Not applicable

Date: Click here to enter a date

Click here to enter text.

Time:

Venue: Click here to enter text.

QUOTES CAN BE COLLECTED FROM: ATTACHED

QUOTES SHOULD BE DELIVERED TO: THE ADDINGTON HOSPITAL - PRINCE STREET TENDER BOX SITUATED AT MAIN SECURITY

ENQUIRIES REGARDING ADVERT MAY BE DIRECTED TO:

ZAMA ADAM

Contact number: 031 327 2133

Finance Manager Signature Finance Manager Name: MR.K.NDLELA ADDINGTON HOSPITAL DEMAND DEPT 2024 -08- 3 3



PARTICULARS DE GUOTATION	
YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: ADDINGTON HOSPITAL	214
FACSIMITE NUMBER: E-MAIL ADDRESS:	Dod.
PHYSICAL ADDRESS 16 ERSKINE TERRANCE ;SOUTH BEACH DURBAN	2024 -00- 10
QUOTE NUMBER ZNG / ADD / 329 / 24 . 25	DEMAND FRED TWO DAYS
DATE ADVERTISED: 30/08/2024 CLOSING DATE: 05/09/2024	CLOSING TIME: 11:00
DESCRIPTION: 100 IT EPSON PJI INK CARTRIDGE	,
CONTRACT PERIOD (IF APPLICABLE):	
DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS): TENDER BOX SITUATED AT MAIN SECURITY (PRINCE STREET ENTRANCE)ADDINGTO HOSPITAL	NGTO HOSPITAL
ENQUIRIES REGARDING THE QUOTE MAY BE DIRECTED TO: CONTACT PERSON: ZAMA ADAM	0343979439
E-MAIL ADDRESS	00 10575 1000
ENQUIRIES REGARDING <u>TECHNICAL INFORMATION</u> MAY BE DIRECTED TO: CONTACT PERSON, MR M. CHETTY  E-MAIL ADDRESS:	0313272522
Bidders should ensure that quotes are delivered timeously to the correct address. If the quote is late, it will not be accepted for consideration.	Il not be accepted for consideration.
QUOTATIONS MUST BE SUBMITTED ON THE OFFICIAL FORMS - (NOT TO BE RETYPED)	
THIS QUOTE IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT.	REFERENTIAL PROCUREMENT
THE FOLLOWING PARTICULARS OF BIDDER NUST BE FURNISHED  (FAILURE TO DO SO MAY RESULT IN YOUR QUOTE BEING DISQUALIFIED)	LIFIED)
E-MAIL ADDRESS:	
POSTAL ADDRESS:	
STREET ADDRESS.	
TELEPHONE NUMBER FACSIMILE NUMBER.	
CELLPHONE NUMBER: SARS PIN:	
VAT REGISTRATION NUMBER (If VAT vendor):	
CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO.  M A A A A A A DIVIDUE REGISTRATION REFERENCE:	



OFFICIAL PRICE PAGE FOR QUOTATIONS OVER R2 001:01 24 25 ADDINGTON HOSPITAT

DESCRIPTION 100 IT EPSON PJI INK CARTRIDGE QUOTE NUMBER

DNZ

ADD

329

RDP Goal Full points allocated to promote

THE BELOW PREFERENCE POINTS WILL BE ALLOCATED IN COMPLIANCE WITH THE DEPARTMENTAL PREFERENCE PROCUREMENT POLICY (KNOWN AS SCM PPP): DEMAND DEPT. POINTS ALLOCATED

20

DOES THIS OFFER COMPLY WITH TOTAL QUOTATION PRICE (VALIDITY PERIOD 90 Days) VALUE ADDED TAX @ 15% (Only if VAT Vendor) C13S020692 04 C13S020452 10 C13S020691 04 C13S020690 04 C13S020689 04 C13S020688 ICN NUMBER 2 CUANTITY MEASURE STINU STINU UNITS STINU UNITS UNITS ALLOCATED WILL RESULT TO POINT NOT FAILURE TO SUBMIT ABOVE DOCUMENT AND BBBEE INFORMATION ALLOCATED BASED ON CSD REPORTS POINTS FOR SPECIFIC GOAL WILL BE SPECIFIC GOALS WILL NOT BE CONSIDERED EMAILED AND FAXED QUOTATIONS MAIN SECURITY ADDINGTON HOSP OFF IN THE TENDER BOX SITUATED AT NB:ALL QUOTATION TO BE DROPPED 4.SAMPLE 3.CSD FULL REPORT 2.TAX PIN 1.BBBEE CERTIFICATE/SWARN AFFIDAY COMPULSORY REQUIREMENTS 100 IT EPSON PJIC1(K)BLACK INK CART 100 IT EPSON PJIC1(Y)YELLOW INK CAR-100 IT EPSON PJIC1(M)MAGENTA INK CAI 100 IT EPSON PJIC1(LM)LIGHT INK CART 100 IT EPSON PJIC1(LC)LIGHT INK CART DESCRIPTION 100 IT EPSON PJICI (C)INK CART BRAND & COUNTRY OF MANUFACTUR PRICE Š 8 8 0

DOES THE ARTICLE CONFORM TO THE S.A.N.S. / S.A.B.S. SPECIFICATION? STATE DELIVERY PERIOD (E.G. 3 DAYS, 1 WEEK) NAME OF BIDDER. SIGNATURE OF BIDDER	N? YES
IS THE PRICE FIRM?	
The Control of the Co	

DATE



### BIDDER'S DISCLOSURE

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FOR

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 enshined in the Constitution of the Republic of South Africa and further expressed in various piecos 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.

14	
BIDDER	
'S DECL	
ARATION	

211

21 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? YES / NO

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

NAME OF STATE INSTITUTION

22.2 If so, furnish particulars

2.3.1 23 If so, fumish particulars. Does the hidder or any of its directors? I trustees / shareholders / members / partners or any person having a controlling interest in the enterprise whether or not they are tadding for this contract? YES / NO

#### ę, DECLARATION

the following statements that I certify to be Inue and complete in every respect the undersigned (name) in submilting the accompanying bid, do hereby make

- 32
- 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. The bodder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or array. competitor. However, communication between pariners in a joint venture or consortium will not be construed as collusive bidding. ement or arrangement with any
- 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
- 3.6 23.5 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.
- 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

LACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PEMA 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

The power by one person or a group of person decisions of the underprise; briding the majority of the equity of an unterprise, after ody. The person's having the deciding value or presente softwards or to direct the course and

<sup>2 &</sup>quot;Proturing institution" refers to all institutions under the Access King Officer of the Department of Health.

Joint continue or Consortium means on ass. n of persons for the purpose of combining their expense property, capital efforts skill and knowledge in an activity for the exec tion of a contract



### GENERAL CONDITIONS OF CONTRACT

NOTES
The purpose of this docu Amont is to

- Draw special attention to certain general conditions applicable to government bids, contracts and orders, and 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 measculine also mean in the feminine and neuter

- The General Conditions of Contract will form part of all biddquotation 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.

- The following terms shall be interpreted as indicated:

  Closing time" means the date and hour specified in the tidding documents for the receipt of bids.
- \*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 attackments and appendices thereto and all documents incorporated by reference therein.

  "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 4 5
- 1.5 "Corrupt practics" 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.
  "Countervaling duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products.
- 1.6
- \*Country of origin" means the place where the goods were nimed, 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
- Delivery' rrieans delivery in compliance of the conditions of the contract or order
- 1.10 1.9 'Delivery ex slock' means immodiate delivery directly from stock actually on hand
- Ξ 'Delivery into consigness 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.
- 1.12 Fonce majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foresceable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, were or revolutions, fires, floods, epidemics, quarantine restrictions "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 113 "Fraudulent practice" means a misropresentation 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. and freight embargoss.
- 1.14 "GCC" means the General Conditions of Contract
- Goods' means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract
- '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 subconfractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as fanding 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.

  \*\*Local content\* means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 'Manufacture' means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding
- 1.19 Order" means an official written order issued for the supply of goods or works or the rendering of a service
- "Project site." where applicable, means the place indicated in bidding documents
- "Purchaser" means the organization purchasing the goods, "Republic" means the Republic of South Africa,
- 1.28 1.21 1.22 1.23 1.23
- 1.25 \*SCC\* means the Special Conditions of Confract.

  "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.
- Written" or "in writing" means handwritten in ink or any form of electronic or machanical writing

#### 2 2

- 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.

  Where applicable, special conditions of contract are also faid down to cover specific supplies, services or works.

  Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 232

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- 32 <u>ب</u> يو Unless otherwise indicated in the bidding documents, the purchaser shall not be flable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- With certain exceptions, invitations to bid are only published in the Government Tender Bullotin. The Government Tender Bullotin may be obtained directly from the Government Pauler, Private Bag X85. Pretona 0001, or accessed electronically from www.treasury.gov.za



- # # # goods supplied shall conform to the standards mentioned in the bidding decuments and specification
- υ n Use of contract documents and information; inspection,
- 53 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
- 5.3 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.
- 5.4 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchasor and shall be returned (all copies) to the purchasor.
- 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.

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The supplier shall indomnty 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.

#### 77 Performance security

- amount specified in SCC Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the
- 7.3 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any toss resulting from the supplier's failure to complete his obligations under the contract.
- The performance security shall be denominated in the currency of the contract, or in a freety convertible currency acceptable to the purchaser and shall be in one of the following forms:
- Œ albank 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 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.

- 8.2 2.7 All pre-bidding testing will be for the account of the bidder
- 8.3 subject to inspection, the promises of the bidder or co-or an organization acting on behalf of the Department. 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 promises of the bidder or contractor shall be open, at all reasonable fours, for inspection by a representative of the Department
- 8 4 testing authority concerned, 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 cided that inspections shall be *carried* out, the purchaser shall list make the necessary arrangements, including payment arrangements with the
- 8.5 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 the inspections, tests and analyses shall be defrayed by the purchaser.
- 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.

  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.
- 01 00 N 05 Any contract susplies 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 relumned at the suppliers cost and risk. Should the supplier fail to provide the substitute suppliers 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 projudice 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 9

- 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,

### 55

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

#### = =

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



- N 25 Should a price of
- a price other than an alkindusive delivered price bo required, this shall be specified in the SCC
- 2
- ä The supplier may be required to provide any or all of the following services, including additional services, it say, specified in SCC:

  (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

  (b) furnishing of locks required for assembly and/or maintenance of the supplied goods;

  (c) furnishing of a detailed operations and maintenance menual for each appropriate unit of the supplied goods;

- e. 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
- 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. 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

#### 五 Spare parts

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

#### 55.5 Warranty

- 15.2 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, whichever period concludes earlier, unless specified otherwise in SCC. The purchaser shall promptly notify the supplier in writing of any dairns ensing v 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
- 15.3
- 154 arising under this warranty.
- 15.5 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.
- If the supplier, having been notified, falls 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

#### 16.1

- 16.2 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

  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.
- 16.4 Payment vill be made in Rand unless otherwise stipulated in SCC 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

#### 24 Prices

16.3

- Phoes 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.
- 18.1 18.1 Contract amendments
- modification of the ferms of the contract shall be made except by written amendment signed by the parties concerned

### 19 19

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 20.1

The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not stready 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.

### 27.5

- Delays in the supplier's performance

  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
- 21.3 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 penaltics, in which case the extension shall be raiffied by the parties by amendment of contract. 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
- 21.4 The right is resorved to produce outside of the contract small quantities or to have minor easential sorvices exocuted 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.
- Page 6 of 13



- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall rander the supplier hable to the imposition of penalties, pursuant to GCC Clause 22, without the application of time is agreed upon pursuant to GCC Clause 21,2 without the application
- 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

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 projudice 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

- The surchaser, without prejudice to any other remody for breach of contract, by written notice of default sent to the supplier, may terminate this contract
- 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;
- T if the Supplier fails to perform any other obligation(s) under the contract; or
- 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, if the supplier, in the Judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract
- 233 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
- 23.5 It is 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 fad 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. 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.
- 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
- the name and address of the supplier and I or person restricted by the purchaser,
- 3 the date of commencement of the restriction
- the period of restriction; and
- (iv) the reasons for the restriction
- 23.7 These dotals will be loaded in the National Tressury's control database of suppliers or persons prohibited from doing business with the public sector. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Provention 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 of 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.

### 24.1. Anti-dumping and countervailing duties and rights

When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so dumping or countervailing right is abolished, or where the amount of such provisional payment is no longer required or any such anti-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 other 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 amount whichmay be due to him.

### 25 25,1.

- 25.2 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier termination for default if and to the extent that his delay in performance. event of force majoure. shall not be liable for forfeiture of its performance security. other failure to perform his obligations under the contract is the result of an
- 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 vented by the force majeure event

#### 26.1 Termination for insolvency

The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent to this event, lermination 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 27.1. Settlement of Disputes

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



- If, after thirty (30) days, the parties have talest to reserve 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.

  Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of taw.

  Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

  Nowwithstanding any reference to mediation and/or court proceedings herein,

  (a) the parties shall continue to perform their respective obligations under the confract unless they otherwise agree; and

  (b) the purchaser shall pay the supplier any monies due the supplier.
- 27.3 27.4 27.5

#### 28 28.1 Limitation of liability

- Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 8.
- ê 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
- the aggregate itability 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 and apply to the cost of repairing or replacing defective equipment.

#### 29 Governing language

wrilton in English, 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

#### 30.1 Applicable law

The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC

#### 31

- 31.2 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
  The sime mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of

### Taxes and duties

- 32 32.1 32.2 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 lax desirance conflicate, submitted by the bidder. This centificate must be an original issued by the South African Revenue Services, A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

#### 33.1 33 National Industrial Participation (NIP) Programme

The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

#### 34.1 4 Prohibition of Restrictive practices

- 34.2 In terms of section 4 (1) (b) (iii) of the Compelition 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 tare or a contractor(s) was twee involved in collusive bidding (or lad rigging).
- 34.3 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 he matter to the Competition Commission for investigation and possible imposition of administrative ponalises as contemplated in the Competition Act No. 89 of 1998.
- If a hidder(s) or contractor(s), has I 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 remoty provided for, invalidate the bid(s) for such item(s) offered, and I or terminate the contract in whole or part, and I or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and I or claim damages from the bidder(s) or contractor(s) concerned,



### SPECIAL CONDITIONS OF CONTRACT

SCC

#### 200 AMENDMENT OF CONTRACT

ation of the provinces of the contract shall at all times be done in writing and stull be signed by both parties

#### NN CHANGE OF ADDRESS

Bidders must advise the Department of Fleatth (institution whore the offer change from the time of bidding to the expiry of the contract. was submitted) should their address (durnicilium citandi et executandi) debats

# GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

2 2 2 The Department is under no obligation to accept the lowest or any quote

3.43 The Department reserves the right to communicate in writing with vendors in cases where information is incomplete or where there are obscuriles 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 wondor's standing and ability to complete the supply/service satisfactorily.

ALL DECISIONS TAKEN BY THE DEPARTMENT ARE FINAL, INCLUDING THE AWARD OR CANCELLATION OF THIS QUOTATION.

3.6

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 hable for any VAT from registered VAT vendors as originally stated on the quotation document.

The bidder must ensure the correctness & validity of the quotation:

(i) that the price(s) a preference quoted cover all for the work/from (s) & accept that any mistakes regarding the price (s) & calculations will be at the historic has

3.7 It is the responsibility of the bidder to confirm racerpt of their quotation and to keep proof there

3.8 This quotation will be evaluated based on the 80/20 points system, specification, documentation must be completed in full and submitted.

Offers must comply strictly with the specification. The bidder must accept full responsibility for the proper execution & fulfillment of all obligations conditions devolving on under this agreement, as the Principal (s) liable for the due fulfilment of this contract.

correctness of information and/or functionality criteria. All required

Only offers that meet or are greater than the specification will be considered.

Late offers will not be considered

Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.

Used/ second-hand products will not be accepted.

3.9. 3.10. 3.11. 3.12. 3.13. 3.14. 3.15. A bidder not registered on the Central Suppliers Database or whose verification has falled will not be considered. All delivery costs must be included in the quoted price for delivery at the prescribed destination.

3.17 In cases where different delivory points influence the pricing, a soperato pricing schedule must be submitted for each delivery point 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

3.19

In the event of a bidder having multiple quotes, only the cheapost according to specification will be considered.

Verification will be conducted to identify if bidders have multiple companies and are cover-quoting for this bid.

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

4.2 Unloss inconsistent with or expressly indicated exherwise by the context, the singular shall include the plural and vice verse and with words importing the mesculine gender shall include the feminine and the neuter.

4 4

Any alteration made by the bidder must be initialled, failure to do so may render the response invalid. Use of correcting fluid is prohibited and may render the response invalid. Quotations will be opened in public as soon as practicable after the closing time of quotation. Where practical, prices are made public at the time of opening quotations. 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.

The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.

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, its incomplete in any respect, the applier meets all specification requirements and scores the highest points in terms of price, the Department reserves the right to request the bidder to complete/ submit such information.

4 4 4

4 10 The Department is under no obligation to pay suppliers in part for work done if the supplier can no longer for fulfil their obligation If it is desired to make more then one offer against any individual ilem, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the achedules attached.

# SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS

52 quotation documents 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

53 Each quotation shall be addressed in accordance with the directives in the quotation documents and shall be lodged in a separate scaled 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 refaing 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

All quotalions received in sealed envelopes with the relevant quotation numbers on the envelopes are kept unoponed 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 scaled 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 quotation will be considered. the closing date and time of



0.0 Qualistion durantients must not be included in parkages containing samples. Such quotations may be rejected as being invalid

#### တ္က SAMPLES In the case

- 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 bidders 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.
- 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.

51.2

### 7 7 COMPULSORY SITE INSPECTION / BRIEFING SESSION

- Bidders who fail to attend the computerry meeting will be disqualified from the evaluation process
- 3 The institution has determined that a compulsory site meeting will not take pl

tulion Stamp	(ii) Date:
	1 1
	Time:
Institution Sie I	
	Place:

Institution Site Inspection of Full Name Signature Oate:				monutari Stanto
J 6	Date:	Signature	Full Name	Institution Site Inspection / briefing session Official:

### 00 G0 STATEMENT OF SUPPLIES AND SERVICES

The contractor shall, when requested to do so, furnish particulars of supplies delivered or services executed. If he/she falls 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.

### :0 co SUBMISSION AND COMPLETION OF SBD 6.1

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.

#### 10.1 6 TAX COMPLIANCE REQUIREMENTS

10.2 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.

# 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 Treesury Instruction Note 4 (a) 2016/17.

#### <u>=</u> = TAX INVOICE

- A lax invace 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
- (ii) the name and address of the recipient
- (iii) an individual sonalized 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;(viii) the words tax invoice in a prominent place.

#### 2 2 PATENT RIGHTS

The supplier shall indemnify the KZN Department of Health (heroefter 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 pt

- 13.2 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/small of the cause of and the duration of the delay. Upon receipt of the notification, the institution should evaluate the original receipt of the notification, the institution may extend the service provider's time for performance, the institution for the original 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 ordistanding commodities, without terminating the contract, as well as return commodities delivered at a later stage at the
- 13.3
- service provider's expense.
  Alternatively, the institution may elect to terminate the contract and produce 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
- 13.4 If the supplier falls 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 projudice to its other remedies under the contract, dioduct 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 adual delivery or performance.



- 76 A TERMINATION FOR DEFAULT

14.3 14.2 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. (ii) if the supplier falls to deliver any or all of the goods within the period(s) specified in the contract, (iii) if the supplier falls 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. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such maturer as it deems appropriate, goods, works or services similar to those undefivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services.

15, Where the purchasor terminates the contract in whole or in part, the purchasor 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.

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

\$80 6.1.

This preference form must form pert 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

- 4 1
- GENERAL CONDITIONS

  The following proference point systems are applicable to invitations to tender:

  Inc 50/20 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).
- 12 The applicable preference point system for this lender is the 80/20 preference point system
- Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for
- Ê Specific Goals.

4

Z maximum points for this tender are allocated as follows

2.1
ECIFIC COALS

-5

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

#### DEFINITIONS

- (d) "lender 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 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 (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 tegislation;
  (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 tid invitation, and includes all applicable taxes.
- w FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES (e) The Act means the Preferential Progression Policy Framework Act, 2000 (Act No. 5 of 2000).
- 311.

POINTS AWARDED FOR PRICE
THE 80/20 OR 80/10 PREFERENCE POINT SYSTEMS
A maximum of 80 or 90 points is allocated for price on the ated for price on the following basis:

80/20

$$Ps = 80 \left(1 - \frac{Pt - Prain}{Prain}\right) \qquad OR \qquad Ps = 90 \left(1 - \frac{Pt - Prain}{Prain}\right)$$

Where

- Points scored for price of tender under consideration
- 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 POINTS AWARDED FOR PRICE A maximum of 90 or 90 points is allocated for price on the following basis:

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

$$P_5 = 90 \left(1 + \frac{Pt - Pmax}{Pmax}\right)$$

90/10

Where

- Points scored for price of tender under consideration
   Price of tender under consideration
- Price of highest acceptable tender



POINTS AWARDED FOR SPECIFIC GOALS

4 \* \* In terms of Regulation 4(2), 5(2), 6(2) and 7(2) of the Proferential Procurement Regulations, proference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be affocated points based on the goals stated in table 1 below as may be supported by prooff documentation stated in the conditions of this tender.

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, slipulate in the case of—

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 succeptable 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 proference 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

RDP Goal: Full po	RDP Goal: Full points allocated to promote South African owned enterprises 20  RDP Goal: Full points allocated to promote South African owned enterprises 20  RDP Goal: Full points allocated to promote South African owned enterprises 20  RDP Goal: Full points allocated to promote South African owned enterprises 20  RDP Goal: Full points allocated to promote South African owned enterprises 20  RDP Goal: Full points allocated to promote South African owned enterprises 20  RDP Goal: Full points allocated to promote South African owned enterprises 20  RDP Goal: Full points allocated to promote South African owned enterprises 20  RDP Goal: Full points allocated to promote South African owned enterprises 20
DECLARATION WI	TH REGARD TO COMPANY/FIRM
.3. Name of company(t)	
<ol> <li>Company registration number:</li> </ol>	number:
.5. TYPE OF COMPAN Partnership/Join One-person busi	TYPE OF COMPANY/ FIRM [lick applicable box] Partnership/Joint Venture / Consortium One-person business/sole propriety

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

  (i) The information furnished is frue and correct:

  (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

Clase corporation
Public Company
Personal Liability Company

State Owned Company

Non-Profit Company (Pty) Limited

- 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.
- 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 sale may, in addition to any other remody 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,
- cantrol the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such
- (4) 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 partern (hear the other side) rule has been applied, and
   (e) forward the matter for criminal prosecution, if doesned necessary.

	ADDRESS	DATE:	SURNAME AND NAME:		
			The state of the s	SIGNATURE(S) OF TENDERER(S)	

TO ESKINE TERRACE, DURBAN, 4001 PO BOX 977, DURBAN, 4000

DIRECTORATE

ADDINGTON HOSPITAL

# (TO BE RETURNED WITH QUOTATION) SPECIFICATION

# **EPSON INK CARTRIDGES**

# COMPANY STAMP



Addington Hospital 18 Ersking Terrace, South Beach, Durban Tel: 031 327 2127/26 Fax: 031 327 2759 vww.kzrihealth.gov.za

BIDDER NAME	QUOTATION DESCRIPTION	QUOTATION NO.
2	100 IT EPSON BILLINK CARTRINGS	ZNQ/ADD/ 329/24-25

# **OBJECTIVE EVALUATION CRITERIA:**

The Department will evaluate quotation received before the closing date and time using four (4) phases, these are peremptory requirements, should the bidder fail to comply, the bid will be regarded as non-responsive and be disqualified, namely:

Phase 1: Minimum Compulsory Requirements
Phase 2: Compliance with specifications
Phase 3: Price and Preference Points System

# Phase 1: Minimum Compulsory Requirements

2.2	2.1	2. Prosp	17	1.6	<u>.</u>	1.4	1.3	12	1	in ALL r	NO.	
A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (For FMF-& CISE)	SUPPLIER UPDATED CIPC REGISTRATION DOCUMENTS	2. Prospective tenderers MUST provide the following as Mandatory Requirements:	Cost breakdown page (only applicable for maintenance works)	Terms of Reference [TOR] OR (Specification)	Preference Points Claimed (SBD 6.1.)	General Conditions of Contract (GCC)	Declaration of Interest SBD 4	Official Price page	Standard Quote Document	<ol> <li>Prospective tenderers MUST ensure that the following Sections of the quotation document MUST be completed/adhered to, in ALL respects to qualify for the next stage of evaluation:</li> </ol>	REQUIREMENTS	
Yes	٧٥٥	tory Requirements:	Yes	Yes	Yes	Yes	Yes	Yes	Yes	s of the quotation doci	FOR PHASE 1	COMPTI
Yes	W.		Yes		Yes		Yes	Yes	Yes	iment MUST be com	EVALUATION EVALUATION PURPOSES FOR PHASES 2 AND 3	FOR
	-									pleted/ad	YES	FOR OFFICIAL USE ONLY
1										hered to	S	ONLY
										] بر	N/A	LUSE



Addington Haspital 16 Erskine Terrace, South Beach, Durban Tet, 031-327/2127/20 Fax, 031-327/2759 www.kznhealth.gov.za

Email address: pearl.gumede⊚kunhealth.ge∜za

# Phase 2: Compliance with specifications

be evaluated by end-user to confirm if product being offered complies with specification. Should the sample not be approved your quotation will not progress to the next stage of evaluation	Requirement: Sample required for evaluation  The bidder / Tenderer must submit a physical control of the bidder / Tenderer must submit a physi	
of price page) to hould the	Sai Wit	
	mple Complies h Specification Yes /No	

## Phase 3: Price and Preference Points

The following preference point systems are applicable to all quotations:

the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); point system shall be applicable. Points for this quotation will be awarded for:

# The maximum points for this bid are allocated as follows:

lotal points for Price :	1	SPECIFIC GOALS	PRICE	
and must not exceed				CATEGORY
100	20	08	OTHIO	DOINTS

# The Department has identified the following specific goals:

opecing Goal	Number of Points allocated	Proof To Claim Specific Goal (Returnable Documents)
PROMOTE SOUTH AFRICAN OWNED ENTERPRISES	20	<ol> <li>Ownership Certificate issued by the Companies and Intellectual Property Commission (CIPC).</li> </ol>
		2. Conv of central simplier detabases assertion