

Quotation Advert

Opening Date:

29/11/2024

Closing Date:

06/12/2024

Closing Time:

11:00

INSTITUTION DETAILS

Institution Name:

Head Office Quotations

Province:

KwaZulu-Natal

Department of entity:

Department of Health

Division or section:

Central Supply Chain Management

Place where goods/

Emergency Medical Services

service is required:

Date Submitted:

29/11/2024

ITEM CATEGORY AND DETAILS

Quotation number:

ZNQ /1376/24-25

Item Category:

Services

Item Description:

To supply, deliver and install new radios and accessories for KZN

Department of Health

Quantity (if supplies):

48

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type:

Not applicable

Date:

__

Time:

-

Venue:

-

QUOTES CAN BE COLLECTED FROM:

KZN HEALTH WEBSITE

QUOTES SHOULD BE DELIVERED TO:

310 Jabu Ndlovu street, Old boys model, Quotation

Tender Box

ENQUIRIES REGARDING ADVERT MAY BE DIRECTED TO:

Name:

Miss Nolwazi Mthembu

Email:

Nolwazi.Mthembu1@kznhealth.gov.za

Contact number: 033-8158411

OR

Finance Manager Name:

Mrs E.N Maphumulo Finance Manager Signature



BIDDERS NAME :	

EVALUATION CRITERIA:

The Department will evaluate quotation received before the closing date and time using three (3) stages,

Stage 1: Administrative, Compulsory and Mandatory Requirements;

Stage 2: Compliance with specifications

Stage 3: Price and Preference Points System (refer to page 12 of SQD)

STAGE 1: ADMINISTRATIVE AND COMPULSORY COMPLIANCE REQUIREMENTS

NO.	REQUIREMENTS: ZNQ/HOH/ 1376 / 24 -25	INCLUDED IN THE PUBLISHED DOCUMENT?	TO BE RETURNED BY BIDDER/ TENDERER?
	Administrative Compliance	·	
1.	PARTICULARS OF QUOTATION	YES	YES
2.	OFFICIAL PRICE PAGE FOR QUOTATIONS OVER R2 000.01,MUST BE CACLULATED CORRECTLY AND IN COMPLIANCE WITH SARS REQUIREMENTS	YES	YES
3.	BIDDER'S DISCLOSURE (SBD4)	YES	YES
4.	GENERAL CONDITIONS OF CONTRACT (GCC)	YES	YES
5.	SPECIAL CONDITIONS OF CONTRACT (SCC)	YES	YES
6.	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (SBD 6.1)	YES	YES
7.	EVALUATION CRITERIA	YES	YES
	Compulsory Compliance		
8.	SUPPLIER UPDATED CIPC REGISTRATION DOCUMENTS	NO	YES
9.	A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (For EMEs& QSEs)	NO	YES
10.	COPY OF CENTRAL SUPPLIER DATABASE COMPLIANCE REPORT (CSD)	NO	YES

Note: This relates to administrative returnable documents which must be fully completed, and submitted, should you fail to submit any of the above returnable documents, your offer will be treated as non-responsive and will not proceed to the next stage of evaluation. Failure to submit any of the compulsory compliance documents will result in your company not been awarded any points for specific goals. The department reserve a right to verify validity of the documents submitted, should it be discovered that the information submitted is misrepresented the quotation will be disqualified.

STAGE 2: COMPLIANCE WITH SPECIFICATION

Requirement	Complies With Specification
	Yes /No
The bidder / Tenderer to confirm that the goods/ services to be supplied/ provided comply with attached specification document, should you fail to indicate with yes, it will mean, you do not comply and your	
quotation will not progress to the next stage of evaluation	



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The quote box is open	from 08:6	00 to 15:30.																					
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DESCRIPTION:									
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		WITH THE S	PECIFICATION?			YES			
S THE PRICE F IOES THE ART		RM TO THE S	S.A.N.S. / S.A.B.S. SPECIFICATION?			YES YES			
STATE DELIVER									
AME OF BIDDE	ER:		SIGNATURE OF BIDE						
APACITY UND	ER WHICH TH	HIS QUOTE IS	[By signing this docum	ent, I hereby	agree to all terms DATE:	and conditions)			



CLARITY ON DECLARATION OF INTEREST SBD 4 (a)

BIDDER NAME				
	LEGISLAT	ION ON DISCLOSU	RE OF INTEREST	
	nerative work outsi	de his or her employ		perform or engage himself o department, except with the
with any organ of state of	or be a director of a s in an official cap	public or private con	pany conducting but	ee shall not conduct busines siness with an organ of state hedule 2 and 3 of the Publi
close family member, pa	rtner or associate or arded, that official o	of such official or othe or other role player mu	er role player, has an ist-(a) disclose that in	ial or other role player, or any y private or business interes iterest; and (b) withdraw fron
	CL.	ARITY ON HOW TO E	DISCLOSE	
The Department may us	ZN Department of e other Computer A	Health, even if that po Assisted Techniques t	erson is not employe o verify possible inte	ship with any person d by the procuring institution rest, should you be found to on, treated as non-responsive
by Manguzi Hospital, as disclose interest. Therefore	long as that official ore the question is, employed by the KZ	is employed by the E do you, or any person N Department of Hea	epartment of Health, connected with the	n with interest is employed the bidder is required to bidder, have a relationship ish particulars on Bidders
I read the above clarity of	on disclosure of inte	erest and I commit to	disclose as directed,	should I fail to disclose
correctly, I am aware of	the consequences,	which may include d	squalification of my o	offer.
BIDDER SURNAME AN	D INITIALS	SIGNATURE	DATE	



BIDDER'S DISCLOSURE

1 PURPOSE OF THE FORM

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

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

2 BIDDER'S DECLARATION

- 2.1. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest 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	INEMITT NOWBER	NAME OF STATE INSTITUTION	
2,2.	Do you, or any person connected with the bidder, h	ave a relationship with any person who is emplo	yed by the procuring institution2?	YES / NO
2.2.1.	If so, furnish particulars:			
2.3.	Does the bidder or any of its directors / trustees / shenterprise have any interest in any other related enterprise have any interest in any other related enterprise.			YES / NO
2,3,1,	If so, furnish particulars:			
3	DECLARATION			
	I, the undersigned,(name) the following statements that I certify to be true and	complete in every respect:	in submitting the accompanying bid, d	o hereby make

- 3.1. I have read and I understand the contents of this disclosure;
- 3.2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 3.4. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6. There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

NAME OF BIDDER	SIGNATURE	POSITION	DATE .

¹ The power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

^{2 &}quot;Procuring Institution" refers to all institutions under the Accounting Officer of the Department of Health.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

GENERAL CONDITIONS OF CONTRACT

GCC

NOTES

The purpose of this document is to:

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

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

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

1. Definitions

The following terms shall be interpreted as indicated:

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

2. Application

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

3. General

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



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 supptier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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



12. Transportation

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

13. Incidental services

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

14. Spare parts

14.1.

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

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

15. Warrants

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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



- 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 countervalling 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 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.

STANDARD QUOTATION DOCUMENT FOR QUOTATIONS UP TO R1 000 000



- 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5. Notwithstanding any reference to mediation and/or court proceedings herein,
 - (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
 - (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

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

31. Notices

- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

- 34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.



SPECIAL CONDITIONS OF CONTRACT

1. AMENDMENT OF CONTRACT

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

2. CHANGE OF ADDRESS

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

3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

- 3.1. The Department is under no obligation to accept the lowest or any quote.
- 3.2. The Department reserves the right to communicate in writing with vendors in cases where information is incomplete or where there are obscurities regarding technical aspects of the offer, to obtain confirmation of prices or preference claims in cases where it is evident that a typing, written, transfer or unit error has been made, to investigate the vendor's standing and ability to complete the supply/service satisfactorily.
- 3.3. ALL DECISIONS TAKEN BY THE DEPARTMENT ARE FINAL, INCLUDING THE AWARD OR CANCELLATION OF THIS QUOTATION.
- 3.4. The price quoted must include VAT (if VAT vendor).
- 3.5. Should a bidder become a VAT vendor after award or during the implementation of a contract, they may not request the VAT percentage from the Department as the service provider made an offer during the period they were not registered as a VAT vendor. The Department is only liable for any VAT from registered VAT vendors as originally stated on the quotation document.
- 3.6. The bidder must ensure the correctness & validity of the quotation:
 - (i) that the price(s), rate(s) & preference quoted cover all for the work/item (s) & accept that any mistakes regarding the price (s) & calculations will be at the bidder's risk;
 - (ii) it is the responsibility of the bidder to confirm receipt of their quotation and to keep proof thereof,
- 3.7. The bidder must accept full responsibility for the proper execution & fulfilment of all obligations conditions devolving on under this agreement, as the Principal (s) liable for the due fulfilment of this contract.
- 3.8. This quotation will be evaluated based on the preferential procurement 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.
- 3.21. Should there be a variation in price and such variation is above the order amount, the Department will reserve the right to place a new order.

4. NEGOTIATIONS

4.1. The Department reserves the right to negotiate with the shortlisted bidder/s prior or post award. The terms and conditions for negotiations will be communicated to the shortlisted bidder/s prior to invitation to negotiations. This will be done to ensure value for money and where the bidder/s price is deemed to be exorbitant, uneconomical or not market related.

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

- 5.1. 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.
- 5.2. 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.
- 5.3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
- 5.4. 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.
- 5.5. Any alteration made by the bidder must be initialled; failure to do so may render the response invalid.
- 5.6. Use of correcting fluid is prohibited and may render the response invalid.
- 5.7. Quotations will be opened in public as soon as practicable after the closing time of quotation.
- 5.8. Where practical, prices are made public at the time of opening quotations.
- 5.9. 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.
- 5.10. The Department is under no obligation to pay suppliers in part for work done if the supplier can no longer for fulfil their obligation.

6. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS

6.1. 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.



- 6.2. 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.
- 6.3. 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.
- 6.4. 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.
- 6.5. Quotation documents must not be included in packages containing samples. Such quotations may be rejected as being invalid.

7. SAMPLES

- 7.1. In the case of the quote document stipulating that samples are required, the supplier will be informed in due course when samples should be provided to the institution. (This decreases the time of safety and storage risk that may be incurred by the respective institution). The 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.
- 7.2. Samples must be made available when requested in writing or if stipulated on the document.
 - If a Bidder fails to provide a sample of their product on offer for scrutiny against the set specification when requested, their offer will be rejected. All
- (i) testing will be for the account of the bidder.

8. COMPULSORY SITE INSPECTION / BRIEFING SESSION

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

((i)	The ins	stitution has determine	ed that a con	npulsory site meeting Will NO	ot take pla	ice.	
((ii)	Date:			Time:	:	Place:	
Institution	Sta	amp:				Institution Si	ite Inspection / briefing session Officia	d:
						Full Name:		***************************************
						Signature:		
						Oig.iutz, oi		
						Date:	e-1974	

9. STATEMENT OF SUPPLIES AND SERVICES

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

10, SUBMISSION AND COMPLETION OF SBD 6,1

10.1. 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.

11. TAX COMPLIANCE REQUIREMENTS

- 11.1. In the event that the tax compliance status has failed on CSD, it is the suppliers' responsibility to provide a SARS pin in order for the institution to validate the tax compliance status of the supplier.
- 11.2. In the event that the institution cannot validate the suppliers' tax clearance on SARS as well as the Central Suppliers Database, the quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.

12. TAX INVOICE

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

13. PATENT RIGHTS

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

14. PENALTIES

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



- 14.2. In the event of delayed performance that extends beyond the delivery period, the institution is entitled to purchase commodities of a similar quantity and quality as a substitution for the outstanding commodities, without terminating the contract, as well as return commodities delivered at a later stage at the service provider's expense,
- 14.3. Alternatively, the institution may elect to terminate the contract and procure the necessary commodities in order to complete the contract. In the event that the contract is terminated the institution may claim damages from the service provider in the form of a penalty. The service provider's performance should be captured on the service provider database in order to determine whether or not the service provider should be awarded any contracts in the future.
- 14.4. If the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance.

15. TERMINATION FOR DEFAULT

- 15.1. 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.
- 15.2. 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.
- 15.3. 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.
- 16. 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

SBD 6.1.

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

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

1. GENERAL CONDITIONS

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

 $\frac{80/20}{Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin}\right)}$ OR $Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin}\right)$

Where

Ps = Points scored for price of tender under consideration

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

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

3,2,1. POINTS AWARDED FOR PRICE

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

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

$$OR$$

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

Where

Ps = Points scored for price of tender under consideration

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



4. POINTS AWARDED FOR SPECIFIC GOALS

other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

- 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 <u>tenderer</u> must indicate <u>how</u> they claim points for each preference point system.

	The specific goal/s allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points <u>claimed</u> (80/20 system)
Race:	Full points allocated to companies who are at least 51% Owned by Black People	₹ 20	
	DECLARATION WITH REGARD TO COMPANY/FIRM		
4.3.	Name of company/firm:	and the latest section of the latest section	
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 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 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 state may, in addition to any other remedy it may have — (a) disqualify the person from the tendering process; (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct; (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arran cancellation;	may be require	ed to furnish organ of

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

(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

NEW VEHICLES RADIO ALLOCATION PER DISTRICT

		Fleet		Category /		
No.	Re. No	No.	District:	Description	Make:	Model:
1	GDV928ZN	A27I	ILEMBE	Ambulance	Volkswagen	Crafter
2	GDV929ZN	A124H	KING CETSHWAYO	Ambulance	Volkswagen	Crafter
3	GDV930ZN	A87A	UGU	Ambulance	Volkswagen	Crafter
4	GDV931ZN	A88A	UGU	Ambulance	Volkswagen	Crafter
5	GDV932ZN	A38C	UTHUKELA	Ambulance	Volkswagen	Crafter
6	GDV933ZN	A57C	UTHUKELA	Ambulance	Volkswagen	Crafter
7	GDV934ZN	A10G	AMAJUBA	Ambulance	Mercedes Benz	Sprinter 311 CDI
8	GDV935ZN	A11G	AMAJUBA	Ambulance	Mercedes Benz	Sprinter 311 CDI
9	GDV936ZN	A147F	ETHEKWINI	Ambulance	Mercedes Benz	Sprinter 311 CDI
10	GDV937ZN	A148F	ETHEKWINI	Ambulance	Mercedes Benz	Sprinter 311 CDI
11	GDV938ZN	A160F	ETHEKWINI	Ambulance	Mercedes Benz	Sprinter 311 CDI
12	GDV939ZN	A49K	HARRY GWALA	Ambulance	Mercedes Benz	Sprinter 311 CDI
13	GDV940ZN	A59K	HARRY GWALA	Ambulance	Mercedes Benz	Sprinter 311 CDI
14	GDV941ZN	A88K	HARRY GWALA	Ambulance	Mercedes Benz	Sprinter 311 CDI
15	GDV942ZN	A37I	ILEMBE	Ambulance	Mercedes Benz	Sprinter 311 CDI
				Ambulance	Mercedes Benz	Sprinter 311 CDI
16	GDV943ZN	A48I	ILEMBE		Mercedes Benz	Sprinter 311 CDI
17	GDV944ZN	A128H	KING CETSHWAYO	Ambulance		
18	GDV945ZN	A129H	KING CETSHWAYO	Ambulance	Mercedes Benz	Sprinter 311 CDI
19	GDV946ZN	A32B	UMGUNGUNDLOVU	Ambulance	Mercedes Benz	Sprinter 311 CDI
20	GDV947ZN	A33B	UMGUNGUNDLOVU	Ambulance	Mercedes Benz	Sprinter 311 CDI
21	GDV948ZN	A34B	UMGUNGUNDLOVU	Ambulance	Mercedes Benz	Sprinter 311 CDI
22	GDV949ZN	A110E	UMKHANYAKUDE	Ambulance	Mercedes Benz	Sprinter 311 CDI
23	GDV950ZN	A111E	UMKHANYAKUDE	Ambulance	Mercedes Benz	Sprinter 311 CDI
24	GDV951ZN	A112E	UMKHANYAKUDE	Ambulance	Mercedes Benz	Sprinter 311 CDI
25	GDV952ZN	A45J	UMZINYATHI	Ambulance	Mercedes Benz	Sprinter 311 CDI
26	GDV953ZN	A51J	UMZINYATHI	Ambulance	Mercedes Benz	Sprinter 311 CDI
27	GDV954ZN	A37D	ZULULAND	Ambulance	Mercedes Benz	Sprinter 311 CDI
28	GDV955ZN	A43D	ZULULAND	Ambulance	Mercedes Benz	Sprinter 311 CDI
				Ambulance	Mercedes Benz	Sprinter 311 CDI
29 30	GDV956ZN		ZULULAND	Ambulance	Isuzu	Opinitei o i i Obi
31	GDV957ZN GDV958ZN	A12G A89K	AMAJUBA HARRY GWALA	Ambulance	Isuzu	
32	GDV959ZN	A651	ILEMBE	Ambulance	Isuzu	
33	GDV959ZN GDV960ZN	A130H	KING CETSHWAYO	Ambulance	Isuzu	
34	GDV961ZN	A90A	UGU	Ambulance	Isuzu	
35	GDV962ZN	A35B	UMGUNGUNDLOVU	Ambulance	Isuzu	
36	GDV963ZN	A113E	UMKHANYAKUDE	Ambulance	Isuzu	
37	GDV964ZN	A65C	UTHUKELA	Ambulance	Isuzu	
38	GDV965ZN	A45D	ZULULAND	Ambulance	Isuzu	
39	GDV966ZN	R132H	KING CETSHWAYO	Response	Isuzu DMAX	1.9 DDI d/cab 4x4 L
40	GDV967ZN	R51D	ZULULAND	Response	Isuzu DMAX	1.9 DDI d/cab 4x4 L
41	GDV968ZN	A66I	ILEMBE .	PPT 65 SEATER	Hino	
42	GDV969ZN	A27N	KING CETSHWAYO	PPT 65 SEATER	Hino	
43_	GDV970ZN	A91A	UGU	PPT 65 SEATER	Hino	

NEW VEHICLES RADIO ALLOCATION PER DISTRICT

44	GDV971ZN	A69J	UMZINYATHI	PPT 65 SEATER	Hino	
45	GDV972ZN	A671	ILEMBE	PPT 2 STR	Volkswagen	
46	GDV973ZN	A28N	KING CETSHWAYO	PPT 2 STR	Volkswagen	
47	GDV974ZN	A210	UTHUKELA	PPT 2 STR	Volkswagen	
48	GDV975ZN	A53D	ZULULAND	PPT 2 STR	Volkswagen	

RADIO ALLOCATION

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DISTRICT	NUMBER OF VEHICLES
EThekwini	03
ILembe	05 + 1 Bus
Ugu	03 + 1 Bus
King Cetshwayo	06 + 1 Bus
UThukela	04
Amajuba	03
	04
Harry Gwala	
UMgungundlovu	04
UMkhanyakude	04
UMzinyathi	02 + 1 Bus
Zululand	06

STANDARD TECHNICAL SPECIFICATION

GENERAL REQUIREMENTS

1. SCOPE

- 1.1 Supply and install 48 mobile radios into various vehicles for the Department of Health KZN as per attached allocation
- 1.2 Installation will take place at facilities located throughout the province of Kwa-Zulu Natal as per attached allocation
- 1.3 The Standard Technical Specifications covers the standard requirements regarding material, equipment, installation, testing and commissioning of radios and radio installations and shall be read in conjunction with the Conditions of Bid, Conditions of Contract and the detailed technical requirements as stipulated in the Project Specification.
- 1.4 The equipment and complete installation shall comply with the requirements of this specification. Should any differences or contradictions exist between this specification and the Projection Specification for the specific radios and radio installations, the latter shall take preference.
- 1.5 All radios and installations must have a minimum 12-month guarantee

2. <u>COMPLIANCE WITH REGULATIONS</u>

Radio and Radio installations shall be supplied and commissioned in compliance with the following act and regulations:

- 2.1 The Occupational Health and Safety Act, as amended, which must include the Code of Practice for the Wiring of Premises: SABS 85 of 1993, as amended.
- 2.2 The regulations of the Independent Communications Authority of South Africa (ICASA)
- 2.3 The local Municipal bye-laws and regulations as well as the regulations of the local Supply Authority.
- 2.4 All equipment offered shall be type approved by the Independent Communications Authority of South Africa (ICASA), and shall comply with the provisions of the Communications Act 103 of 1966 as amended. A copy the type approval certificate must be submitted for each item offered.
- 2.5 The standard regulations of any Government Department or public service company, where applicable.
- 2.6 The bidder must be in possession of a current Radio Dealers Licence (a certified copy must be submitted).

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3 NOTICES AND AMENDMENTS TO REGULATIONS

- 3.1 The Contractor shall issue all notices and pay all the required fees in respect of the radios and radio installations to the local authorities and shall exempt the Department from all losses, cost and expenditure which may arise as a result of the Contractor's negligence to comply with the requirements of the regulation.
- 3.2 It shall be assumed that the Contractor is conversant with the abovementioned requirements. Should any requirement, bye-law or regulation which contradicts the requirements of this specification, apply or become applicable during the supply of radios or installation of radio equipment, such requirement, bye-law or regulation shall overrule this specification and the contractor shall immediately inform the Engineer of such a contradiction. Under no circumstances shall the Contractor carry out any variations of the radios or radio installations in terms of such contradictions without obtaining the written permission to do so from the Engineer.

4 STANDARD AND SAMPLES

- 4.1 All material and apparatus used shall be new and of good quality and, if applicable, shall comply in respect of quality, manufacture, tests and performance with the relevant current specification of the following standards institutes:
 - a) The South African Bureau of Standards (SABS)
 - b) Any other recognized international standards institute
- 4.2 When reference is made to the above mentioned specifications, the abbreviations SABS will be used. When the specific number of a specification is referred to, the latest revised specification shall be consulted.
- 4.3 Should apparatus and material used comply or be in accordance with the standard of any other recognized standards institution, this shall be clearly stated at the time of bid.
- 4.4 Upon being requested to do so by the Engineer the Contractor shall supply a certificate of a recognized Research Laboratory or Bureau of Standards for material used.
- 4.5 Imported materials and equipment shall comply with the requirements of the appropriate SABS specification although these materials need not necessarily bear the SABS mark.
- 4.6 All materials and equipment shall be suitable for the conditions on site. These conditions shall include weather conditions as well as conditions under which materials are installed
- 4.7 Samples of all equipment shall upon request of the Department be submitted for approval before a radio installation is commenced. All such samples shall have securely attached hereto labels designating the Contract by name and number (if any), the name of the Contractor and further relevant information.

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- 4.8 Individual components or apparatus such as batteries, terminal blocks, electronic units serving the same function, etc., shall when used in a radio installation be of the same make, type or series for each item used throughout the installation. Standardization and mutual interchangeability of parts and components is essential and the aforementioned requirements must be considered in the Contractors approach to the interpretation of the Specification, and may be subject to approval by the Department following demonstrations of the equipment capability by the Contractor.
- 4.9 The aim must be to standardize component types, series and make, thus reducing the number of items to be held by the owner as spare parts.
- 4.10 Equipment shall also be readily available. It must be possible to have imported equipment available in South Africa on an agency basis. Upon request the Contractor shall guarantee that such equipment or components will be available in South Africa for at least 10 years. A letter of appointment by the Principle supplier must be submitted.
- 4.11 Manufacture of subunits or subassemblies shall be jig built if in quantities more than five years to ensure uniformity.

5. UNIFORMITY, RELIABILITY AND MAINTAINABILITY OF EQUIPMENT:

The equipment, materials and apparatus used in the installation shall be of best commercial quality with a high reliability and shall be selected for ease of maintenance.

6. WORKSHOP ASSEMBLY AND IDENTIFICATION OF SUBSECTIONS AND COMPONENTS:

- 6.1 To assist in the erection and installation activities on site components, equipment and subassemblies must be assembled in the workshop, after manufacture. Individual units shall be clearly marked by employing an identification code in such a manner that actual re-assembly, erection and installation on site could be done in a minimum of time with a minimum of fitting and adjusting on site.
- 6.2 Equipment should be delivered to site in the largest subassemblies which are practical.
- 6.3 Where practical according to the discretion of the Department complete electronic and other control units shall be assembled in the workshop for preliminary tests. This shall be done to check whether the equipment complies with predetermined set values and shall produce certain predetermined set results.

7. <u>WORKMANSHIP</u>

- 7.1 The contractor shall only employ competent Technicians to perform the Installation work on site.
- 7.2 The Contractor work shall be executed with the best workmanship in a workmanlike manner to the satisfaction of the Department or his representative. Should any material or workmanship not be to the satisfaction of the Department, it shall be rectified at the cost of the Contractor and all rejected material shall be replaced or removed from site.
- 7.3 The Contractor shall be responsible for the correct and complete execution of the contract. Inspection by the Engineer or his representative shall not release the Contractor from his responsibility.

8. AMBIENT OPERATING CONDITIONS:

- 8.1 The installation, including all material and equipment installed shall be suitable for operation under the extreme limits of temperature, relative humidity, wind, altitude, pollution, corrosion and any other conditions of installation. In addition to any specific operating conditions specified the Contractor shall investigate and familiarize himself with operating conditions at the site(s) of installation.
- 8.2 Materials and equipment shall be protected against corrosion.

9. **DOCUMENTATION**:

9.1 Final drawings, Maintenance and Operator's Manuals

The Contractor shall within three (3) weeks after the total installation has been completed, supply the following drawings to the Engineer for his approval:

One (1) set of high quality plastic transparencies of all drawings containing detail of the new installations installed as part of this contract.

- 9.2 These drawings must indicate detail dimensions of all electronic equipment installed, as well as schematic diagrams of all electronic circuits, terminal numbers, resistor values, as well as the voltage, current and other properties of the components installed.
- 9.3 Where required, drawings must indicate dimensions of all the antenna (e), antenna mast, earthling and lighting protection, solar panels, complete power supply units including detail of batteries and battery charges, etc.

 Where possible, a full dimension of such equipment must be supplied.
- 9.4 All final "as-built" drawings, after the installation has been completed and accepted, must be certified as being correct.

- 9.5 The Contractor shall also supply three (3) copies of Comprehensive Maintenance and Operator's Manuals to the Department for approval.
 - a) The Operator's Manuals must be complied in such a way and contain enough detail information to enable a suitably qualified engineer or technician to control and operate the full installation without any training from the manufacturer. The Operator's Manuals must not form part of the Maintenance Manuals.
 - b) Irrespective of the above mentioned, the Operator's Manuals must also contain short form instructions to enable trained operators and technical staff (trained by the manufacturer) to operate the full installation.
 - c) Information of all subsystems, components, etc., of each part of the installation, also indicating the position of each component, the manufacturer, the type, the series number, performance data, i.e. full detail to enable any outside party to perform comprehensive maintenance of the total installation.
 - d) Routine control tests as well as inspections that must be performed on individual components or parts of the installation must be indicated. The various intervals and periods, at which these tests and inspections must be performed, must also be mentioned.
 - e) Maintenance Manuals shall incorporate operator's instructions.
 - f) Each copy of the Maintenance Manuals must contain set of final drawings.

9.6 <u>Cable schedules</u>

Cable schedules must be supplied which must amongst other include the following:

- 1) The number of cables mutually connected between boards and consoles.
- 2) Cable sizes.
- 3) Number of conductors in each cable.
- 4) Number of reserve cables and/ or conductors in each cable.
- 5) Cable types
- 6) Voltage
- 7) Technical references of the cables.

9.7 Interconnecting cable schedules

- a) Scheduled containing full details with respect to their size, rating, connecting terminal detail and connecting references must be included in the Manuals.
- b) Full schematic diagrams of each electric and electronic component or subcomponent must be included in such detail and schedules.

10. CLASSIFICATION OF DRAWINGS

All drawings must be classified under the following sections or subsections

10.1 A schematic diagram must be supplied for each component or control unit.

- 10.2 A separate wiring diagram for each system or connecting point, so that the termination of cables and the relative equipment components and units can be clearly identified.
- 10.3 A component layout of all assembled units shall be supplied.

11. GENERAL

- 11.1 All cables installed must be marked on site as specified.
- 11.2 A full schedule of all drawings which indicate the drawing number and title of the particular drawing must be supplied with each Maintenance and Operator's manual.
- 11.3 Drawings, schedules and maintenance manuals which must be supplied by the manufacturer will be used by the Employer for the purposes of maintenance and repair work as well as to place orders for certain parts or the repair of faulty equipment.
- 11.4 No retention monies will be paid out to the Contractor before all drawings, Maintenance and Operator's Manuals have been supplied to the satisfaction of the Engineer.

12. QUALITY CONTROL

- 12.1 The Contractor shall apply the codes of practice for quality systems as outlined in SABS ISO 9000 to ISO 9004.
- 12.2 The particular codes of practice systems to be applied during all stages of design, development, installation and servicing to be carried out by the Contractor are as follows:

Quality management and quality assurance standards –	SABS ISO
Guidelines for selection and use	9000
Quality systems – Model for quality assurance in design /	SABS ISO
Development, production, installation and servicing	9001
Quality systems – Model for quality assurance in	SABS ISO
Production and installation	9002
Quality systems – Model for quality assurance in final	SABS ISO
Inspection and test	9003
Quality management and quality systems elements –	SABS ISO
Guidelines	9004

13. PROGRAMMING SOFTWARE

- 13.1 Two complete set of software including Manuals, Leeds and License copy of software must be supplied with each type of equipment offered.
- 13.2 Additional programming kits to be offered as an option.

14. <u>DETAILED TECHNICAL SPECIFICATION</u>

SPECIFICATION FOR MOBILE RADIOS HIGHBAND AND MIDBAND

General Requirements:

- 14.1 The mobile radio shall be contained in a robust sheet or cast cabinet with scratch and corrosion resistant paint surfaces. The equipment shall be simple to open for maintenance, and dust and moisture seals shall not be impaired by repeated opening. To facilitate fitting into motor vehicles, the radios shall be of a compact design.
- 14.2 An external speaker must be provided as part of the set. The radio is to be complete with a high grade plug and socket connecting and dynamic microphone. The microphone shall be high quality pre-amp type (preferably 600 Ohm) and shall have sturdy housing. A reliable push-to-talk switch shall be mounted on the microphone housing in such a way that it is easy to use. The microphone cable shall be of the self-retracting type.
- 14.3 The antenna shall be a quarter wave whip type with "Z" type base, complete with cable and socket connection as specified for this specific application.
- 14.4 The units offered shall have the following:

 Power on-off switch with pilot light which also indicates transmit condition.
- 15. Volume Control
- 15.1 Squelch control. (Pre-set squelches acceptable).
- 15.2 Time out switch to be installed and a time limit of 0 120 seconds to be set.
- 15.3 A channel select switch and illuminated channel number display.
- 15.4 12.5 MHz Bandwidth capacity.
- 15.5 The set must have a scan facility for any combination of channels.
- 15.6 The set must be programmable and for different CTCSS frequencies on different channels.
- 15.7 Programmable ANI number.
- 15.8 The power supply to the radio shall be fitted with a fuse. The equipment shall function off a nominal 12,0 Volt DC supply. The equipment shall be fully protected against reverse polarity application. Current drain shall not exceed the following:

Standby:

0.35 A

Receive

1.00 A

Transmit:

8.00 A

15.9 The equipment shall comply with environmental requirements as specifies in SABS 1069 of 1985.

- 15.10 All controls for channel selection volume and squelch shall be durable and withstand continuous use. All controls required from operation of the radio set shall be front mounted.
- 15.11 The radio shall be capable of being fitted with a 5 tone ZVEO encoder/decoder. The "encode" code must be able to be entered by the operator.
- 15.12 An ultra-light head set for use in a mobile environment shall be provided as an option if required.

16. **ELECTRICAL PERFORMANCE CRITERIA**

16.1 Genera	1
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Parameter Specification 68 - 88 MHz a) Frequency band: VHF VHF 134 – 174 MHz b) Frequency stability 5 parts per million for – 30 C to +60 C c) Channel spacing 12. 5 kHz d) Number of channels minimum 16 selectable, programmed transmitter/receiver channels. All possible channels in band by synthesizer to be programmable. e) Antenna connection PL 259 connector. f) Operating voltage 12 Volt DC -10 C t +60 C g) Operating temperature h) Relative humidity 90, salt-laden air Reverse polarity (Power supply) i) Protection

16.2 Receiver

e) Intermodulation

Parameter	Specification
a) Sensitivity: (Without pre-amp)	12 dB SINAD: 0.35 microvolt 20 dB Quieting: 0.6 microvolt
b) Selectivity	Better than 60 dB
c) Spurious rejections d) Hum and Noise	70 dB 60 dB minimum

-80 dB minimum

f) Demodulation distortion at 1 kHz

More than 5%

g) Audio output

4W (RMS)

16.3 Transmitter

Parameter

Specification

a) RF Power output

Up to 25 W, continuously adjustable

b) Spurious emission

More that 5dB below carrier

c) Duty cycle

100%

d) Hum & Noise

40dB

e) Deviation

 $\pm 2.5 \text{kHz}$

f) Audio frequency response

+1-3dB for 6 dB/octave pre-emphasis,

300 to 3000 Hz

g) Modulation linearity

Better than 5% at 1 kHz

h) Intermodulation attenuation

-20 dB

i) Microphone input level and impedance

8 dB +- 3dB (600

16.4 CTCSS Requirements

Parameter

a) Sub audible

Specification

Standard EIA frequencies

17. <u>INSTALLATION</u>

REQUIREMENT

- 18.1 Vehicles / Ambulances
 - a) Zara 130 / 60 complete
 - b) 4 OHM 4-watt speaker additional speaker to be installed
 - c) Additional cables and connectors
- 18.2 Busses
 - a) Zara 60 complete
 - b) 4 OHM 4-watt speaker additional speaker to be installed
 - c) Additional cables and connectors.
 - d) 24 /12-volt convertor

MARK THAVER