

Quotation Advert

Opening Date:

Closing Date: 13/09/2024 19/09/12024

Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: Addington Hospital

Province: KwaZulu-Natal

Department of entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods/ ADDINGTON HOSPITAL

service is required:

Date Submitted: 13/09/2024

ITEM CATEGORY AND DETAILS

Quotation number: ZNQ: ADD/454/24-25

Item Category: Goods

Item Description: CARDS OUT-PATIENT RECORD

Quantity (if supplies): 200 UNITS

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Not applicable

Click here to enter a date.

Click here to onter text

Venue: Click hore to enter text.

QUOTES CAN BE COLLECTED FROM: ATTACHED

ADDINGTON HOSPITAL - PRINCE STREET TENDER BOX SITUATED AT MAIN SECURITY

ENQUIRIES REGARDING ADVERT MAY BE DIRECTED TO:

ZAMA ADAM

Contact number: Click here to enter text.

Finance Manager Name: MR.K.NDLELA

Finance Manager Signature | Sugnature |



LUKAVO	PARTICULARS OF ONOTATION	
YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT	ADDINGTON HOSPITAL	0 753 - 23 - 3
E-MA	E-WAIL ADDRESS:	De 1023 00 10
16 ERSKINE TERRANCE ;SOU	BEACH DURBAN	DEMAND DEPT.
QUOTE NUMBER: ZNQ /ADD /454 /24	4 . 25	VALIDITY PERIOD: 90 DAYS
DATE ADVERTISED: 13/09/2024 01.05	CLOSING DATE: 26/09/2024 #2	GLOSING TIME 11:00
DESCRIPTION: CARDS OUT-PATIENT RECORD		
CONTRACT PERIOD (IF APPLICABLE):		
DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS): TENDER BOX SITUATED AT MAIN SECURITY (PRINCE STREET ENTRANCE)ADDINGTO HOSPITAL	E STREET ENTRANCE)ADDINGT	OHOSPITAL
ENQUIRIES REGARDING THE QUOTE MAY BE DIRECTED TO: CONTACT PERSON ZAMA ADAM	TELEPHONE NUMBER 031	0313272133
E-MAIL ADDRESS:	100	
ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO: CONTACT PERSON: BENEDICT NZAMA	TELEPHONE NUMBER	0313272917
Bidders should ensure that quotes are delivered timeously to the correct address. If the quote is late, it will not be accepted for consideration. The quote box is open from 08:00 to 15:30.	rrect address. If the quote Is late, it will no	the accepted for consideration.
QUOTATIONS MUST BE SUBMITTED ON THE OFFICIAL FORMS - (NOT TO BE RETYPED)	IOT 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, REGULATIONS, 2022. THE GENERAL CONDITIONS OF CONTRACT,	POLICY FRAMEWORK ACT AND THE PREF GCC) AND, IF APPLICABLE, ANY OTHER S	FERENTIAL PROCUREMENT PECIAL CONDITIONS OF CONTRACT.
THE FOLLOWING PARTICIFIED TO DO SO MAY RES	THE FOLLOWING PARTICULARS OF BIDDER MUST BE FURNISHED FAILURE TO DO SO MAY RESULT IN YOUR QUOTE BEING DISQUALIFIED!	ED)
NAME OF BIODER: E-MAIL ADDRESS:		
POSTAL ADDRESS:		
STREET ADDRESS:		
TELEPHONE NUMBER	FACSIMILE NUMBER:	
CELLYHONE NUMBER:	SARS PIN:	
VAT REGISTRATION NUMBER (If VAT vander):		
CENTRAL SUPPLIER DATABASE RECISTRATION (CSD) NO.	> >	
UNIQUE REGISTRATION REFERENCE:		



OFFICIAL PRICE PAGE FOR QUOTATIONS OVER R2 009.01

ADD ,454 ,24 _25

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2024 -09- 13

DESCRIPTION: CARDS OUT-PATIENT RECORD

QUOTE NUMBER:

ONZ

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

RDP God; Full points allocated to promote South Milican. pated ages pa

TOTAL QUOTATION PRICE (VALIDITY PERIOD 90 Days) VALUE ADDED TAX @ 15% (Only If VAT Vendor) ICN NUMBER VILLNYND 200 MEASURE R ALLOCATED WILL RESULT TO POINT NOT FAILURE TO SUBMIT ABOVE DOCUMENT ALLOCATED BASED ON CSD REPORTS SPECIFIC GOALS MAIN SECURITY ADDINGTON HOSP 3.CSD FULL REPORT AND BBBEE INFORMATION POINTS FOR SPECIFIC GOAL WILL BE WILL NOT BE CONSIDERED **EMAILED AND FAXED QUOTATIONS** OFF IN THE TENDER BOX SITUATED AT NB.ALL QUOTATION TO BE DROPPED 4. SAMPLE DESCRIPTION 2.TAX PIN 1.BBBEE CERTIFICATE/SWARN AFFIDAV COMPULSORY REQUIREMENTS AS PER SPECIFICATION CARDS OUT-PATIENT RECORD 250 868 PKT BRAND & MANUFACTUR 20 PRICE 0

CAPACITY UNDER WHICH THIS QUOTE IS SIGNED		NAME OF BIDDER:	STATE DELIVERY PERIOD (E.G. 3 DAYS, 1 WEEK)	DOES THE ARTICLE CONFORM TO THE S.A.N.S. / S.A.B.S. SPECIFICATION?	IS THE PRICE FIRM?	DOES THIS OFFER COMPLY WITH THE SPECIFICATION?
	[By signing this document, I hereby agree to all terms and conditions]	SIGNATURE OF BIDDER		2		
DATE	all terms and conditions]			YES	YES	YES
				YES / NO	\ NO	NO NO



BIDDER'S DISCLOSURE

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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 othics 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.

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- Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest 1 in the enterprise, employed by the state? YES / NO
- 2.1.1. If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

FULL NAME IDENTITY NUMBER NAM	IDENTITY NUMBER	NAME OF STATE INSTITUTION

2.2.	Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution??
221.	If so, furnish particulars

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u	2.3.1.	23
DECLARATION	2.3.1. If so, furnish particulars:	Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?
		thers / partners or any person having a controlling interest in the r not they are bidding for this contract?
		YES / N
		z

YES / NO

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

- 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 bidder has anived 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
- 34 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 distribution 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 (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 SOM 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	THE PROPERTY OF THE PARTY OF TH
DATE	

The power, by one person or a group of nor decisions of the enterprise. us hobling the migority of the equity of an enterp and having the deciding vote or power to influence or to direct the course and

Procung institution" refers to all institutions.
Joint venture or Consodium mesos en asso melet the Acaza ning Officer of the Department of Realth

wledge in an activity for the execution of a contract.



GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to

- 3 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 wee versa and words in the masculine also mean in the feminine and neutor

- 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.

- The following terms shall be interpreted as indicated:
 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids
- 1 1 "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.
- 4 3 Contract price: means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations
- "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.
- 5 internationally "Countervailing 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 mined, grown or produced or from which the services are supplied. Goods are produced when, firrough 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.
- 4 'Day' means calendar day.
- 9 8 'Delivery' means delivery in compliance of the conditions of the contract or order. 'Delivery ex stock' means immediate delivery directly from stock actually on hand
- 110 "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 confract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1 "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 and freight embargoes "Force majours" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseesable. 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
- 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.
- "GCC" means the General Conditions of Contract.
- 5 5 4 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract
- 1.17 "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 cost such as family 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.
- 1.18 Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding
- 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.

 "Furchaser" means the organization purchasing the goods.

- 1.38 1.20 1.21 1.22 1.23 1.23 "Republic" means the Republic of South Africa.
 "SCC" means the Special Conditions of Contract
- "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

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- These general conditions are applicable to all tods, contracts and orders including bids for functional and professional services, 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 laid 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. sales, hinng, letting and
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- 3.2 ω ω ≓ 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.
- With certain exceptions, unvitations 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



- A 4 The goods supplied shall conform to the standards montioned in the bidding documents and specifications
- en to Use of contract documents and Information; inspection.
- 52 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 essary for purposes of such performance.
- purposes of performing the contract. 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
- 54 5 Any document, other than the contract liself mentioned in GCC datase 5.1 shall remain the property of the purchaser and shall be returned (all oppies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- The supplier shall permit the purchasser 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 6 -The supplier shall indernaty 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.

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- 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:
- (b) a cashier's or certified cheque is bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser, or

inspections, tests and analyses 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.

7.4

- 00 00 00 All pre-bidding testing will be for the account of the bidder
- 83 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.
- 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 purchasor shall itself make the necessary arrangements, including payment arrangements with the lesting authority concerned
- D7 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 purchasor.

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- 8.7 Where the supplies or services referred to in datases 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. 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 celled upon, remove them immediately at his own cost and orthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be refluenced at the supplier shall the supplier tell to provide the substitute supplies forthwith, the purchaster 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 confract on account of a breach of the conditions thereof or to act in terms of Clause 23 of GCC.

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- 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.

10.1 10.1 Delivery and documents

- 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.

 Documents to be submitted by the supplier are specified in SCC.
- 10.2

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



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

- # # The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC
- performance or supervision of on-site assembly and/or commissioning of the supplied goods; furnishing of tools required for assembly and/or maintenance of the supplied goods; furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods.
- 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 releve the supplier of any warranty obligations under this contract, and
- 132 (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 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.

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- 14.1 manufactured or distributed by the supplier. 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
- (iii such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of obligations under the contract, and any warranty
- 3 in the event of termination of production of the spare parts:
 (i) Advance notification to the purchaser of the pending to
- Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to produce 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.

- 5 **6** 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 fecent 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 ntry of final destination
- 15.2 at the final destination indicated in the contract, or for eighteen (18) months after country, whichever period concludes earlier, unless specified otherwise in SCC 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
- 15.4 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- parts thereof, without costs to the purchaser 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
- 5.5 supplier under the contract. If the supplier, having been notified, tals 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

6 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 contract The supplier shall turnish the purchaser with an invoice accompailed by a copy of the delivery note and upon fulfillment of other obligations stipulated in
- 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. Payment will be made in Rand unless otherwise stipulated in SCC.
- 16.4

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- 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 purchases's request for bid validity extension, as the case may be.
- 5 6
- or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned

19 Assignment

19.1 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 Subcontracts

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.

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- 21.1 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
- 21.2 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 purchaster in writing of the fact of the delay, its likely duration and its causer(s). As so as practicable after receipt of the supplier's notice, the purchaster 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, 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 98 SOON
- 21.3
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor ossential services executed if an emergency anses, 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.



- 24.5 Except as provided under GDC Clause 25, a delay by the supplier in the perform imposition of penalties, pursuant to CCC Clause 27, unless an extension of time nee of its delivery obligations shall revide: the supplier liable to the agreed upon pursuant to GCC Clause 21.2 without the application of
- 21.6 Upon any deby 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 dismages from the supplier.

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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 ponalty, 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

- whole or in part without prejudice to any other remedy 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;
- if the Supplier tails to perform any other obligation(s) under the contract, or
- 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.
- 23.5 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 fall to respond within the slipulated 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 will, at the discretion of the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority 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
- 3 3 the date of commencement of the restriction the name and address of the supplier and / or person restricted by the purchaser;
- Ħ
- (iv) the reasons for the rostriction. the period of restriction; and
- 23.7 These details will be loaded in the National Treasury's central 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 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 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 countervaling 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 annount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such lavourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount whichmay be due to him. When, after the date of bid, provis

25 25.1. Force Majeure

- event of force majeure Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damagnerish for default it and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an
- 25.2 If a force majeure situation arises, the supplior shall promptly notify the purchaser in writing of such directed by the purchaser in writing, the supplier shall continue to perform its obligations under the exect all reasonable alternative means for performance not prevented by the force majeure event. n condition and the cause thereof. Unless otherwise contract as far as is reasonably practical, and shall

26.1. 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 insolvers. 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 the reafter to the purchaser.

27 27.1 Settlement of Disputes

It any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in parties shall make every offort to resolve arricably such dispute or difference by mutual consultation. connection with or arising out of the contract, the



- 27.2 If after thiny (30) days, the parties have failed to rosolve their dispute or difference by such nutual consultation, then either the purchaster 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 if not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

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

 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
- 27.3 27.4 27.5
- the purchaser shall pay the supplier any monies due the supplier

28.1 Limitation of liability

- Except in cases of criminal negligence or willful invacanduct, and in the case of infringement pursuant to Clause 6;
- 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 penalbes. and/or damages to the purchaser; and
- Œ the aggregate liability of the supplier to the purchaser, whether under the contract, in fort 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

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

30 Applicable lav

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

- 31.1. Every writton acceptance of a tad shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by archinary 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 or
- 31.2 posting of such notice 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

32 Taxes and duties

- 321
- 32.2 32.3
- A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such lovies 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. 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 dearance certificate, submitted by the bidder. This conflicate must be an original issued by the South African Revenue Services.

National Industrial Participation (NIP) Programme

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

34.7 Prohibition of Restrictive practices

- 34.2 by an association of firms, is profit in collusive bidding (or bid rigging). 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 (5) is I are or a contractor(s) was I were involved
- 34.3 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has I have engaged in the restrictive practice reteined 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.
- If a bidder(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 remedy provided for, invalidate the bid(s) for such item(s) offered, and I or terminate the contract in whate 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

AMENDMENT OF CONTRACT

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

72 20 CHANGE OF ADDRESS

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

3 3 5 GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

- The Department is under no obligation to accept the lowest or any quote
- The Department reservos the right to communicate in writing with vendors in cases where information is incomplete or where there are obscurities regarding technical aspects of the offer, to obtain confirmation of prices or preference claims in cases where it is evident that a typing, written, transfer or unit error has been made, to investigate the vendor's standing and ability to complete the supply/service satisfactority.
- ALL DECISIONS TAKEN BY THE DEPARTMENT ARE FINAL, INCLUDING THE AWARD OR CANCELLATION OF THIS QUOTATION
- The price quoted must include VAT (if VAT vendor).
- Should a butter 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.

 The bidder must ensure the correctness & validity of the quotation:
- 3.6
- that the price(s), rafe(s) & preference quoted cover all for the work/Hem (s) & accept that any mistakes regarding the price (s) & calculations will be at the bidder's risk;
- 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 qualistion will be evaluated based on the 80/20 points system, specification, correctness of information and/or functionality criteria. All required documentation must be completed in full and submitted.
- 39 310 317 317 317 318 318
 - Offers must comply strictly with the specification.

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

 - Late offers will not be considered. Expired must be valid for a minimum period of six months.
- Used' second-hand products will not be accepted.

 A bidder not registered on the Central Suppliers Database or whose verification has failed will not be considered All delivery costs must be included in the quoted price for delivery at the prescribed destination.
- 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
- 3.17. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point
- 3.18 3.19 3.20
- In the event of a bidder having multiple quotes, only line cheapest according to specification will be considered.

 Venturation will be conducted to identify it 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.

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

- 4 4 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 fermine and the neuter.
- 4.2 Under no dicumstances whatsoever may the quotation/bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an one relative must appear on such photocopies.
- 4 4 4 3 The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
- Qualations 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.

 Any alteration made by the bidder must be initialled; failure to do so may resider the response invalid.
- 4 4 5 5
- 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.
- 4.9
- If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
- 4.10 The Department is under no obligation to pay suppliers in part for work done if the supplier can no longer for fulfil their obligation

SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS

- 5.1 quotalion documents Quotation shall be lodged at the address indicated nul later than the closing time specified for their receipt, and in accordance with the directives in the
- 5.2 Each quotation shall be addressed in accordance with the directives in the quotation documents and shall be lodged in a separate sealed envelope, with the name and address of the bodder. 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 quotation other than that shown on the envelope. If this provision is not complied with, such quotation other than that shown on the envelope. If this provision is not complied with, such quotation other than that shown on the envelope. If this provision is not complied with, such quotation other than that shown on the envelope.
- 5.3 All quotations received in scaled 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 scaled. 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 the closing diste and time of quotation will be considered.



5,5 Quotation documents must not be included in packages containing samples. Such quotations may be rejected as being invalid

- 01 gh SAMPLES
 In the case of the guote 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
- 6.2 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 manths of close of quote the institution reserves the right to dispose of them. stitution 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 Botter fails to provide a sample of their product on offer for scrutiny against the set specification when requested, their offer will be rejected. All it testing will be for the account of the bidder.

COMPULSORY SITE INSPECTION / BRIEFING SESSION

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

Place.		Time:	i) Date: / /	€
	take place.	sory site meeting will not	The institution has determined that a compute	8

			insulpor Slamp:
Date	Signature.	Full Name:	Institution Site Inspection / briefing session Official
			ding session Official

00 pa STATEMENT OF SUPPLIES AND SERVICES

The confractor 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.

6 6 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.

5 **6** TAX COMPLIANCE REQUIREMENTS

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

= **3** TAX INVOICE

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

12 12 PATENT RIGHTS

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 lights arising from use of the goods or any part thereof by the purchaser.

₫ PENALTIES

- 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/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.
- 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
- 13.3 service provider's expense.

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



- 4 4 TERMINATION FOR DEFAULT

- 14.2 The purchaser, without projudice to any other remody for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part.

 (ii) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract.

 (iii) 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 compet 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 produce, upon such terms and in such manner 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.
- 14.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a penal not exceeding 10 years.
- 15 THE DEPARTMENT RESERVES THE RIGHT TO PASS OVER ANY QUOTATION WHICH FAILS TO COMPLY WITH THE ABOVE.



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

SBD 6.1

This perference form must form part of all conders 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

- GENERAL CONDITIONS
- 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).
- N The applicable preference point system for this tender is the 80/20 preference point system.
- į, Points for this lender (even in the case of a tender for income-generating contracts) shall be awarded ton
- Ē Price: and
- Î Specific Goals
- Ξ The maximum points for this tender are allocated as follows

Lotal points for Pince and Specific Goals	SPECIFIC GOALS	דאוכה		The second secon
100	20	80	POINTS	PARTY NAMED IN COLUMN TWO IS NOT THE OWNER,

- -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 proference points for specific goals are not claimed.
- 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 substantiale any claim in regard to preferences, in any manner required by the organ of state.
- DEFINITIONS
- (a) "lender" 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) "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 a third party that produces revenue for the organ of state, and includes, but it not limited to, leasing and disposal of assets and expression contracts, excluding direct sales and disposal of assets through public auctions; and (e) "the Act" means the Preferential Producement Policy Framework Act, 2000 (Act No. 5 of 2000).
- FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES
- 3.1. POINTS AWARDED FOR PRICE
- THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

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

- Points scored for price of tendor under consideration Price of tender under consideration
- Price of lowest acceptable tender
- 3.2.1 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT POINTS AWARDED FOR PRICE
- A maximum of 80 or 90 points is allocated for price on the following basis:

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

80/20

SR

Whore

- P_S P_{max} Points soared for price of tender under consideration.

 Price of tender under consideration.
- Price of highest acceptable tender



- POINTS AWARDED FOR SPECIFIC GOALS
- 42 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 lander. 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 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, stipulate 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 acceptable tender will be used to deformine the applicable preference point system; or
- 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 profesence point system

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

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

Number of points claimed (80/20 system)

4.5 TYPE OF COMPANY/ FIRM [tick applicable box]
Partnership/Joint Venture / Consortium Stale Owned Company (Pty) Limited Non-Profit Company Personal Liability Company Public Company Close corporation One-person business/solo propriety

4

Company registration number:

4.3

Name of company/firm

- 4.6. t. the undersigned, who is duly authorised to do so on behalf of the companyfirm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that.
 i) The information furnished is true and correct;
 ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 4.5 and 4.7 the contract.
- ŝ In the event of a contract being awarded as a result of points claimed as shown in peragraphs 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 dairned or obtained on a traudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have —

 (a) disqualify the person from the tendering process,

 (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- 3 cancel the contract and claim any damages which it has suffered as a result of having to make loss favourable arrangements due to such
- recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who added 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 deemed necessary

1
SIGNATIBEES OF TENDEBERGO



END-USER SPECIFICATION FORM

Quote Number: ADD

Item Description: CARDS OUT-PATIENT RECORD (PATIENT HELDS)

Department/Section: SCM - Stationery warehouse

Purpose of Item: To furnish patients information

Pre-qualification criteria if any:

is the ite
1.1. Is the item required to have a regulatory body certification (e.g. SABS, SANS, SANAS, ISO, CIDB, etc.)? Yes / No:
have a regu
latory body c
ertification (e
.g. SABS, S/
NS, SANAS,
ISO, CIDB, 6
etc.)? Yes / h

if Yes, specify: 1.4. Provisions of section 4(1)(a) of the PPI	1.3. Is local production and content part of the quote? No	in the special comment of the second control
if Yes, specify:	the quote? No	Flace

2. What is the specification of the required item?

if Yes, specify:

5

Liability Cover Insurance? NO

if Yes, specify:

- 5	LIST Specifications to be advertised
-	PRINTEND ON BOTH SIDES ONLY IN BLACK INK THE DATED DIAGNOSIS SIDE MUST BE PRINTED ON THE CF SIDE OF THE BOARD
2	SIZE:125X 325 MM
ω	3. BOARD :NCR 125 GSM CF WHITE
4.	FRONT COVER :LABELLED/PRINTED TO SHOW CONTENTS AND ITEM NUMBER
5	ALL PRINTING ON FILE MUST BE IN ENGLISH LANGUAGE ONLY
6.	PACKAGING UNIT :250 PER PACKET
7.	
œ	SAMPLE TO BE SUBMITTED ON BEFORE CLOSING DATE OF QUOTATION
	AND BE COLLECTED AFTER 30 DAYS FROM CLOSING DATE OR IT WILL BE FORFEITED

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ad in	sam
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2	sample need to be si
100	to
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# V-0	imdu
badling for submission if Vac- Data	itted?
	Yes
,	submitted? Yes (select option 3.1 or 3.2)
	option
7	3.1
3	9
	3.2)
ĕ	

9

3.2 Specify that samples must be made available when requested in writing. Yes L or No

Place

4. Penalties to be noted by the suppliers:

4.1. 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, prime interest rate calculated for each day of the delay until actual delivery or performance as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current

Ġ What is the evaluation criteria / special terms and conditions to be advertised?

5	evaluation criteria / specia	all terms and conditions to be advertised (if applicable)
1.	Pre-qualification criteria	Does the offer meet the pre-qualification criteria?
Ņ	Administrative	Does the offer comply to stipulated administrative requirements?
ω	Conformance:	Was the product made or service performed to specifications?

Date	Signature	Designation / Rank (in rull)	Name of End-user (in full)
Date	Signature	Designation/ Rank (in full)	Name of SCM Rep (in full)
14-18-74	3	Act Sup Sicc	MR. Simphiwe H.
	Date	Signature 14	Designation/ Rank (in full) Signature Date

Standard End-User Specification Form

DIRECTORATE: ADDINGTON HOSPITAL

Addington Hospital 16 Erskine Terrace, South Beach, Durban Tel: 031 327 2127/26 Fax: 031 327 2759 www.kznheatth.gov.za

BIDDER NAME	QUOTATION DESCRIPTION	QUOTATION NO.
	CARDS OUT-PATIENT RECORD	ZNQ/ADD/ 454//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

3	Phase I. Minimum Compulsory Requirements			2000		
			COMPULSORY	FOR OFFICIAL USE ONLY	FFICIAL	.US
NO.	REQUIREMENTS	FOR PHASE 1	QUOTATION EVALUATION PURPOSES FOR PHASES 2 AND 3	YES	NO	N/A
1. Prosp in ALL n	 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: 	s of the quotation docu	ment MUST be comp	pleted/adl	nered to	-
1	Standard Quote Document	Yes	Yes			
12	Official Price page	Yes	Yes			
1.3	Declaration of Interest SBD 4	Yes	Yes			
1.4	General Conditions of Contract (GCC)	Yes				
ည်	Preference Points Claimed (SBD 6.1.)	Yes	Yes			- 1
1.6	Terms of Reference [TOR] OR (Specification)	Yes				
1.7	Cost breakdown page (only applicable for maintenance works)	Yes	Yes			
2. Prosp	2. Prospective tenderers MUST provide the following as Mandatory Requirements:	atory Requirements:				
21	SUPPLIER UPDATED CIPC REGISTRATION DOCUMENTS	Yes	Yes			10
2.2	A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (For EMES& OSEs)	Yes	Yes			
2.3	CIDB REGISTRATION AS PER WORKS TO BE DONE	Yes	Yes			
2.4	VALID LETTER OF GOOD STANDING	Yes	Yes			

Addington Hospital
16 Erskine Terrace, South Beach, Durban
Tel. 031 327 2127/26 Fax: 031 327 2759
www.kznhealth.gov.za

AND CONTRACTOR DOLLAR

Phase 2: Compliance with specifications

2.1	2	=	-	No.
To attach copy of trade test relevant to work to be done	PROOF OF QUALIFICATION	Proof of experience in the same field/works to be done is required: Returnables: 1. Attach a minimum of 3 (three) copy of orders completion certificate.	COMPANY EXPERIENCE	EVALUATION CRITERIA
				COMPULSORY FOR QUOTATION EVALUATION PURPOSES FOR PHASES 3
				Compliant/ Not compliant

Phase 3: PRICE AND PREFERENCE POINTS

The value of this quotation is estimated not to exceed R 50 000 000 (inclusive of all applicable taxes), therefore the 80/20 preference point system shall be applicable. Points for this quotation will be awarded for:

CATEGORY	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and must not exceed	100

The Department has identified the following specific goal:

Specific Goal	Number of Points allocated	Proof To Claim Specific Goal (Returnable Documents)
PROMOTION OF SOUTH AFRICAN OWNED ENTERPRISES	20	 Ownership Certificate issued by the Companies and Intellectual Property Commission (CIPC).
		The Department will download CSD to verify this information.

not be awarded points for specific goals