

Quotation Advert

Opening Date:

17/01/2025

Closing Date:

22/01/2025

Closing Time:

11:00

INSTITUTION DETAILS

Institution Name:

Benedictine Hospital

Province:

KwaZulu-Natal

Department of entity:

Department of Health

Division or section:

Central Supply Chain Management

Place where goods/ service is required:

Systems department

Date Submitted:

17/01/2025

ITEM CATEGORY AND DETAILS

Quotation number:

ZNQ: Ben252/2024-2025

Item Category:

Goods

Item Description:

Supply and deliver Environmentally friendly snake repel 5L bottles with

proper chemical labelling and powder blue pressure sprayers 5L bottle

Quantity (if supplies):

N/A

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type:

Not applicable

Date:

N/A

Time:

N/A

Venue:

N/A

QUOTES CAN BE COLLECTED FROM:

Download from KZN health website

QUOTES SHOULD BE DELIVERED TO:

Deposit to tender box next to PRO office at Benedictine

Hospital or email to Benedictine.SCMQuotations@kznhealth.gov.za

ENQUIRIES REGARDING ADVERT MAY BE DIRECTED TO:

Name:

Mrs JP Mjaja

Email:

Jabulile.Mjaja@kznhealth.gov.za

Contact number: 035 831 7062

Finance Manager Name:

Ms Ntombi Ntuli

Finance Manager Signature ______



PARTICULARS OF QUOTATION
YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: Benedictine hospital
FACSIMILE NUMBER: N/A E-MAIL ADDRESS: BenedictineSCMQuotations@kzn.gov.za
PHYSICAL ADDRESS: Benedictine hospital vryhied main road Nongoma 3950
QUOTE NUMBER: ZNQ / BEN / 252 / 24 - 25 VALIDITY PERIOD: 90 DAYS
DATE ADVERTISED: 17/01/2025 CLOSING DATE: 22/01/2025 CLOSING TIME: 11:00
DESCRIPTION: Environmentally friendly snake repel 5L bottles with proper chemical labeling and powder blue pressure
CONTRACT PERIOD (IF APPLICABLE): Once
DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS): Deposite to tender box next to PRO Office or email BenedictineSCMQuotations@kzn.gov.za
ENQUIRIES REGARDING THE QUOTE MAY BE DIRECTED TO: CONTACT PERSON: J.P Mjaja TELEPHONE NUMBER: 035 831 7062 E-MAIL ADDRESS: Jabulile.Mjaja@kznhealth.gov.za
ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO: CONTACT PERSON: N.I Mthembu TELEPHONE NUMBER: 035 831 7078 EMAIL ADDRESS: Ntokozo.Mthembu@kznheaith.gov.za
E-MAIL ADDRESS: Ntorco.ivitilembu@x2rineauti.gov.za 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.
QUOTATIONS MUST BE SUBMITTED ON THE OFFICIAL FORMS - (NOT TO BE RETYPED)
THIS QUOTE IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
THE FOLLOWING PARTICULARS OF BIDDER MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR QUOTE BEING DISQUALIFIED)
NAME OF BIDDER:
E-MAIL ADDRESS:
POSTAL ADDRESS:
STREET ADDRESS:
TELEPHONE NUMBER: FACSIMILE NUMBER:
CELLPHONE NUMBER: SARS PIN:
VAT REGISTRATION NUMBER (If VAT vendor):
CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO.
UNIQUE REGISTRATION REFERENCE:



			OFFICIAL PRICE PAGE FOR QUOTATIONS UP TO	R1 000 000			<u> </u>
JOTE NUMBE	R: ZNQ	_/ BEN	, 252 , 24 . 25				
SCRIPTION:			friendly snake repel 5L bottles with proper ch				
E BELOW PR	EFERENCE I	POINTS WILL	BE ALLOCATED IN COMPLIANCE WITH THE DEPART	MENTAL PRE	FERENCE	POINTS	ALLOCATED
							20
P Goal: Full points a	llocated to promote	enterprises located	in a specific district for work to be done or services to be rendered in that District			1 .	PRICE
N NUMBER	QUANTITY	UNIT OF MEASURE	DESCRIPTION	BRAND & MODEL	COUNTRY OF MANUFACTUR E	R	c
	20	Each	Supply and deliver				
			Environmentally friendly snake rapel				
			5l bottles with proper chemical labeling				
	17	Each	Powder blue pressure sprayers 5L bottles				
			NB: specification attached				
			No. specimental				
VALUE ADDE	D TAX @ 15	4 (Only if VA	T Vendor)				
			PERIOD 90 Days)				

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

BENEDICTINE HOSPITAL QUOTATIONS SCM Sign: Salud date: 17/01/22 Page 2 of 14



CLARITY ON DECLARATION OF INTEREST SBD 4 (a)

BIDDER NAME	
herself to perform re-	LEGISLATION ON DISCLOSURE OF INTEREST ct 103 of 1994 indicates in section 30(1) that "No employee shall perform or engage himself or munerative work outside his or her employment in the relevant department, except with the the executive authority of the department."
with any argon of sta	s of the Public Service Regulations paragraph 13(c), "An employee shall not conduct business te or be a director of a public or private company conducting business with an organ of state, se is in an official capacity a director of a company listed in schedule 2 and 3 of the Public at Act"
close family member	s 16A8.4 further indicates that "If a supply chain management official or other role player, or any r, partner or associate of such official or other role player, has any private or business interest awarded, that official or other role player must-(a) disclose that interest; and (b) withdraw from nanner whatsoever in the process relating to that contract."
	CLARITY ON HOW TO DISCLOSE
employed by the ent The Department may have failed to disclos and disqualified.	Iders Disclosure (SBD4), require the bidder to disclose a relationship with any person ire KZN Department of Health, even if that person is not employed by the procuring institution. y use other Computer Assisted Techniques to verify possible interest, should you be found to se correctly, your bid/quotation will be treated as a false declaration, treated as non-responsive
by Manguzi Hospital disclose interest. The with any person who	ender is advertised or invited by Addington Hospital, yet the person with interest is employed, as long as that official is employed by the Department of Health, the bidder is required to erefore the question is, do you, or any person connected with the bidder, have a relationship is employed by the KZN Department of Health? If so, please furnish particulars on Bidders ection 2.2.1, as attached below,
	rity on disclosure of interest and I commit to disclose as directed, should I fail to disclose ee of the consequences, which may include disqualification of my offer.
BIDDER SURNAME	E AND INITIALS SIGNATURE DATE

NAME OF STATE INSTITUTION



BIDDER'S DISCLOSURE

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.

,	BIDDER'S	DECL	ARATION
e.	BIDDEK 9	DECL	MKAHUN

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

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

	FULL NAME	IDENTITY NUMBER	NAME OF STATE INSTITUTION			
2.2.	Do you, or any person connected with the bidder, have	ve a relationship with any person who is employe	d by the procuring institution ² ?	YES / NO		
2,2,1.	If so, furnish particulars:					
2.3.	Does the bidder or any of its directors / trustees / sha enterprise have any interest in any other related enter	reholders / members / partners or any person hat rprise whether or not they are bidding for this cor	ving a controlling interest in the stract?	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 c		submitting the accompanying bid, do	hereby make		

- I have read and I understand the contents of this disclosure; 3.1.
- I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect; 3.2.
- The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any 3.3. competitor. However, communication between partners in a joint venture or consortium3 will not be construed as collusive bidding.
- In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, 3.4. 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
- 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 3,5. time of the official bid opening or of the awarding of the contract.
- There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in 3.6. 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.
- 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 3.7. 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:

- 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. (11)

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.

Definitions 1.

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, 1.2. including all attachments and appendices thereto and all documents incorporated by reference therein.
- "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations. 1.3.
- "Corrupt practice" means the offering, giving, receiving, or sollciting of any thing of value to influence the action of a public official in the procurement 1.4. process or in contract execution.
- .
 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products 1.5. Internationally.
- "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced 1.6. 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.
- "Day" means calendar day. 1.7.
- "Delivery" means delivery in compliance of the conditions of the contract or order. 1.8.
- "Delivery ex stock" means immediate delivery directly from stock actually on hand. 1.9.
- "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 1.10. 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.
- "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 1.11. which have the potential to harm the local industries in the RSA
- *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 1.12. and freight embargoes.
- "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of 1.13. 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. 1.14.
- "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract. 1.15.
- "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 1.16. 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.
- "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place. 1.17.
- "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding 1.18.
- "Order" means an official written order issued for the supply of goods or works or the rendering of a service. 1,19.
- "Project site," where applicable, means the place indicated in bidding documents. 1.20.
- "Purchaser" means the organization purchasing the goods. 1.21.
- "Republic" means the Republic of South Africa. 1.22.
- "SCC" means the Special Conditions of Contract. 1.23.
- "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 1.24 supplier covered under the contract.
- "Written" or "in writing" means handwritten in lnk or any form of electronic or mechanical writing. 1.25.

2. Application

- These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and 2.1. 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. 2.2.
- Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply. 2.3.

3.

- Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a 3.1. bid. Where applicable a non-refundable fee for documents may be charged.
- With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained 3.2. 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 supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

- 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.



- 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 falls to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
 - (i) the name and address of the supplier and / or person restricted by the purchaser:
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such antidumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other 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.



ANNEXURE A: SPECIFICATION FORM

NAME OF PROCURING FACILITY		BENEDICTINE HOSPITAL	±			
ITEM DESC	RIPTION	PRESSURE SPRAYERS 5L	TO THE PERSON AS A SECOND PROPERTY OF THE PERSON AS			
ITEM PURP	OSE	FUMIGATION				
ITEM DETA	ILED SPECIFICATI	ON (INCLUDE SIZE, COLOUR, MATERIAL, ETC.)	COMPLIES (YES/NO)			
1.	1. Useful capacity: 5 litre. • Liquid level indication via translucent tank. • Easy transport and filling. • Ergonomic handle, filter with viton seals and rustproof spring. • Adjustable conical nozzle and adapter for accessories. • Viton closing valve. • Fibre glass lance. • Bottom drainage for easy cleaning. • Easy use and maintenance. • Easy access to all parts. • Full colour unitary packaging. • 12 Months guarantee.					
2.		rayers must be assembled before delivery to the facility				
3.	Sample of the pressure sprayer must first be approved by the Health and Safety Officer of the institution.					
QUALITY S		The product must be SABS Approved or approved by any similar standardization				
	EASURE OR PACK ROLL/PACK/BAIL I					
SAMPLE RE (YES/NO) IF YES WHE	EQUIRED EN AND HOW?	YES and must be approved by the Safety Officer of the institutio	n			
ADDENDUM SPECIFICAT (YES OR NO	TION ATTACHED		90 A A A A A A A A A A A A A A A A A A A			

Note:

1.

2.

3.

SPECIFICATION APPROVED BY

Name of End-user (in full)	MTHEMBU NI	Name of SCM Rep (in full)	GN THUSI
Designation / Rank (in full)	SAFETY OFFICER	Designation/ Rank (in full)	SCC
Signature	W.C. Harts	Signature	Gillas
Date	23/10/2024	Date	23/10/2024

Bidder	Initial	here:	



ANNEXURE A: SPECIFICATION FORM

NAMEOFR	POCUDING	DENEDICTI	NE HOSPITAL				
FACILITY	ROCURING	BENEDICIII	NE HUSPITAL				
ITEM DESCRIPTION		SNAKE REF	SNAKE REPEL 5L				
				.mir			
ITEM PURP			SNAKES FROM ENTERING TARGET AREAS				
ITEM DETA	ILED SPECIFICATION	ÖN (INCLUDE	SIZE, COLOUR, MATERIAL, ETC.)	COMPLIES (YES/NO)			
1.		lling for ch	d environmentally safe chemical with proper and emical products in line with the Foodstuffs, Act 54 of 1972.				
2.	Snake repel prod	luct must be	a ready to use chemical product in a 5L bottle				
3.	The product must be from a reputable supplier and approved by naturalists, conservationists and ecologists. The product must be accompanied by a sound Safety Data Sheet (SDS) and it must clearly show the chemical composition of the products and all the 16 points of it must be explained in full with no missing information.						
4.	The chemical product must be able to last up to 4 weeks after application						
5,	Approved by na accompanied by		nservationists and ecologists the product to be				
QUALITY S		The produ	ct must be labelled in line point 1, of the n. The product must be accompanied with the				
1	EASURE OR PACK ROLL/PACK/BAIL I		5LT bottles				
SAMPLE REQUIRED (YES/NO) IF YES WHEN AND HOW?			presented to the health and safety officer for a be delivered must first be approved by the Safety O				
ADDENDUM SPECIFICA (YES OR NO	TION ATTACHED						

Note:

1.

2.

3.

SPECIFICATION APPROVED BY

SPECIFICATION AFFICOVED BY					
Name of End-user (in full)	NI MTHEMBU	Name of SCM Rep (in full)	THUSI GN		
Designation / Rank (in full)	SAFETY OFFICER	Designation/ Rank (in full)	SCC		
Signature	NETTO-	Signature	Gillon		
Date	23/10/2024	Date	23/10/2024		

Bidder Initial here:

EVALUATION CRITERIA



STAGE 1: ADMINISTRATIVE, COMPULSORY COMPLIANCE AND MANDATORY REQUIREMENTS

NO.	REQUIREMENTS	INCLUDED IN THE PUBLISHED DOCUMENT?	TO BE RETURNED BY BIDDER/ TENDERER?
180 1800 183	Administrative Compliance		gene in demonstrating of many i the product in comme
1.	PARTICULARS OF QUOTATION	YES	YES
2.	OFFICIAL PRICE PAGE FOR QUOTATIONS OVER R2 000.01	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
	Compulsory Compliance		
7.	SUPPLIER UPDATED CIPC REGISTRATION DOCUMENTS	NO	YES
8.	A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (For EMEs& QSEs)	NO	YES
9.	CENTRAL SUPPLIER DATABASE COMPLIANCE REPORT (CSD)	NO	YES
	Mandatory Requirements	<u> </u>	
10.	THE CHEMICAL LABELLING AND SAFETY DATA SHEET MUST BE IN LINE WITH THE 7 TH REVISED EDITION OF GLOBAL HARMONIZED SYSTEMS IN ACCORDANCE WITH HANDLING AND CLASSIFICATIONS OF HAZARDOUS CHEMICALS AND PRECAUTIONARY STATEMENTS. ATTACH THE COPY SDS.	NO	YES
11.	THE SUPPLIER MUST BE A REGISTERED PEST CONTROL OPERATOR AND MUST ATTACH CERTIFICATION IN LINE WITH DEPARTMENT OF AGRICULTURE PEST ACT 36 OF 1983.	NO	YES
13.		NO	YES

Note: This relates to administrative, compulsory and mandatory 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. The department reserve a right to verify validity of the documents submitted, should it be discovered that the information submitted is misrepresented or falsified the quotation will be disqualified or contract maybe be terminated.

Bidder	Initial	here:	
DIGUEL	11 11 11 22 1	11016.	

EVALUATION CRITERIA



STAGE 2: CAPACITY TO DELIVER

1.	If there is valid proof that the bidder was previously issued with an order and thereafter failed
	to deliver without acceptable reasons, the bidder will be treated as a defaulter and will not
	progress to the next stage of evaluation.

STAGE 3: COMPLIANCE WITH SPECIFICATION

Requirement	Complies with Specification	
	Yes /No	
The bidder / Tenderer to confirm that the product supplied complies with attached specification		
document, should you fail to indicate compliance your quotation will not progress to the next stage of evaluation.		

STAGE 4: 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:

ocated	Documents)
20	CIPC Certificate ID Copies Utility bill or letter from the Ward Councilor (in the company's name) confirming the area in which the Business operates

Should a responsive bidder fail to submit proof to claim points, as stated above this will not result in disqualification; however, the bidder will not be awarded points for specific goals.

STAGE 5: OBJECTIVE CRITERIA (SUBMISSION OF SAMPLE)

1. At least three bidders who scored the highest points will be required to submit samples, the institution will only accept and award compliant sample.

EVALUATION CRITERIA



2. The qualifying supplier will be required to provide sample to the institution of the chemical they will be using. The chemical can be supplied in small container is reasonable practicable. The chemical supplied must strictly comply with point 09 of the mandatory requirements or else the supplier will be disqualified.

Official	Title (Ms/ Miss/ Mrs/ Mr/Dr)	Surname	Initials	Date	Signature
End User	MR	MTHEMBU	NI	23/10/2024	WITTED.
SCM Official	MRS	THUSI	G.N	23/10//2024	Gulas

Bidder Initial here: _____

KWAZULU-NATAL PROVINCE HEALTH REPUBLIC OF SOUTH AFRICA

EVALUATION CRITERIA

Quotation No.	ZNQ/BEN252-24-25
Quotation Description	Supply and deliver Spray bottles

EVALUATION CRITERIA

This institution intends to evaluate valid quotations using **four (4) evaluation stages**. These are peremptory requirements, should the bidder/tenderer fail to comply with any of the stages as stated below, the quotation will be regarded as non-responsive, and will not progress to the final stage of evaluation:

- Stage 1: Administrative Compliance, Compulsory and Mandatory Requirements
- Stage 2: Capacity to Deliver
- Stage 3: Compliance with Specification
- Stage 4: Price and Preference Points System (Specific Goals)