Quotation Advert

Opening Date:

18/03/2024

Closing Date:

22/03/2024

Closing Time:

11:00

INSTITUTION DETAILS

Institution Name:

Dr Pixley Ka Isaka Seme Memorial Hospital

Province:

KwaZulu-Natal

Department of entity:

Department of Health

Division or section:

Supply Chain Management

Place where goods/

DR PIXLEY KA ISAKA SEME MEMORIAL HOSPITAL

service is required:

Date Submitted:

18/03/2024

ITEM CATEGORY AND DETAILS

Quotation number:

DPM905/23-24

Item Category:

Goods

Item Description:

TRACOE TWIST SPARE INNER CANNULA

Quantity (if supplies):

30 UNITS

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type:

Not applicable

Time:

Not applicable

Venue:

Not applicable

QUOTES CAN BE COLLECTED FROM: DOWNLOADEBLE FROM

KZN Health Website

QUOTATION SHOULD BE DELIVERED TO 310 BHEJANE STREET, KWAMASHU 4360, GATE

3/Pixley.quotations@kznhealth.gov.za

DR PIXLEY KA ISAKA SEME MEMORIAL HOSPITAL

ENQUIRIES REGARDING ADVERT MAY BE DIRECTED TO:

Name:

ZAMA DLADLA

Email:

pixley.quotations@kznhealth.gov.za

Contact number: 031 530 1457

Finance Manager Name:

MS XL

Finance Manage signature:



PARTICULARS OF QUOTATION
YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: DR PIXLEY KA ISAKA SEME MEMORIAL HOSPITAL
FACSIMILE NUMBER: N/A E-MAIL ADDRESS: pixley.quotations@kznhealth.gov.za
PHYSICAL ADDRESS: 310 BHEJANE ROAD KWAMASHU, DURBAN
QUOTE NUMBER: ZNQ / DPM / 905 /23 .24 VALIDITY PERIOD: 90 DAYS
DATE ADVERTISED: 18/03/2024 CLOSING DATE: 22/03/2024 CLOSING TIME: 11:00
DESCRIPTION: TRACOE TWIIST SPARE INNER CANNULA FENESTRATED SIZE 6 (PACK OF 3), TRACOE TWIIST
CONTRACT PERIOD (IF APPLICABLE); ONCE OFF
DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS): SCM TENDER BOX AT MAIN GATE NO.3
310 BHEJANE ROAD KWAMASHU,DURBAN
ENQUIRIES REGARDING THE QUOTE MAY BE DIRECTED TO: CONTACT PERSON: ZAMAMPEMBE DLADLA TELEPHONE NUMBER: 031 530 1457
E-MAIL ADDRESS: pixley.quotations@kznhealth.gov.za
ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:
CONTACT PERSON: Sr G MANZINI TELEPHONE NUMBER: 031 530 1520
E-MAIL ADDRESS: larissanewalani@kznhealth.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. M A A A
UNIQUE REGISTRATION REFERENCE:



QUOTE NUMBE	R: ZNQ	/ DPM	1 905					
DESCRIPTION: TRACOE TWIIST SPARE INNER CANNULA FENESTRATED SIZE 6 (PACK OF 3),					ACK OF 3),TF	RACOE	TWIIST	Γ
PREFERENCE PC	INTS WILL BE	ALLOCATED	ACCORDING TO THE IMPLEMENTATION OF SPECIFIC GOALS	IN TERMS OF	PPR 2022:	POIN	ITS ALLO	CATE
Promotion of Sout	h African Own	ed Enterprises			NO CONTRACTOR AND	•	20	
ICN NUMBER	QUANTITY	UNIT OF MEASURE	DESCRIPTION	BRAND & MODEL	COUNTRY OF			
		III	SUPPLY AND DELIVER	- INODEL	E	R		С
			SUPPLY AND DELIVER					
	10	UNITS	TRACOE TWIIST SPARE INNER CAN				. <u></u>	
			NULA FENESTRATED SIZE 6 (PACK OF 3)					
	10	UNITS	TRACOE TWIIST SPARE INNER CAN					-
			NULA FENESTRATED SIZE 7 (PACK OF 3)					
	10	UNITS	TRACOE TWIIST SPARE INNER CAN					
			NULA FENESTRATED SIZE 8 (PACK OF 3)					
						1		
			SPECIFICATION ATTACHED					
			SAMPLE TO BE SUMMITTED ON /BEFORE					
			THE CLOSING DATE/TIME					
			SPECIFICATION ATTACHED					
VALUE ADDED	TAX @ 15% (Only if VAT	Vendor)					
TOTAL QUOTA	TION PRICE (VALIDITY PE	RIOD 90 Days)					
		WITH THE S	PECIFICATION?				YES	
IS THE PRICE F DOES THE ART		RM TO THE S	S.A.N.S. / S.A.B.S. SPECIFICATION?				YES YES	/ N
STATE DELIVER								
NAME OF BIDDE			SIGNATURE OF BIDD	DER:				***************************************



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.

2	RIDDER'S	DEGI	ADATION

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

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

FULL NAME	IDENTITY NUMBER	NAME OF STATE INSTITUTION
	<u> </u>	

2.2.	Do you, or any person connected with the bidder, have a relationship with any person	who is employed 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 / shareholders / members / partners or enterprise have any interest in any other related enterprise whether or not they are bit		YES / NO
2.3.1.	If so, furnish particulars:		
3	DECLARATION		
	I, the undersigned,(name)	in submitting the accompanying bid,	do hereby make

- 3.1. I have read and I understand the contents of this disclosure:
- I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect; 3.2.
- 3.3. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium3 will not be construed as collusive bidding.
- 3,4, In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation
- 3.5. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6. There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

NAME OF BIDDER	SIGNATURE	POSITION	DATE

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

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

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



GENERAL CONDITIONS OF CONTRACT

GCC

NOTES

The purpose of this document is to:

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

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

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

1 Definitions

The following terms shall be interpreted as indicated:

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

2 Application

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

3 General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private 8ag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

SPECIAL CONDITIONS OF CONTRACT

SCC

1. AMENDMENT OF CONTRACT

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

2. CHANGE OF ADDRESS

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

3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

- 3.1. The Department is under no obligation to accept the lowest or any quote.
- 3.2. The Department reserves the right to communicate in writing with vendors in cases where information is incomplete or where there are obscurities regarding technical aspects of the offer, to obtain confirmation of prices or preference claims in cases where it is evident that a typing, written, transfer or unit error has been made, to investigate the vendor's standing and ability to complete the supply/service satisfactorily.
- 3.3 ALL DECISIONS TAKEN BY THE DEPARTMENT ARE FINAL, INCLUDING THE AWARD OR CANCELLATION OF THIS QUOTATION.
- 3.4. The price quoted must Include VAT (if VAT vendor).
- 3.5. Should a bidder become a VAT vendor after award or during the implementation of a contract, they may not request the VAT percentage from the Department as the service provider made an offer during the period they were not registered as a VAT vendor. The Department is only liable for any VAT from registered VAT vendors as originally stated on the quotation document.
- 3.6. The bidder must ensure the correctness & validity of the quotation:
 - (i) that the price(s), rate(s) & preference quoted cover all for the work/item (s) & accept that any mistakes regarding the price (s) & calculations will be at the bidder's risk;
 - (ii) it is the responsibility of the bidder to confirm receipt of their quotation and to keep proof thereof.
- 3.7. The bidder must accept full responsibility for the proper execution & fulfilment of all obligations conditions devolving on under this agreement, as the Principal (s) liable for the due fulfilment of this contract.
- 3.8. This quotation will be evaluated based on the 80/20 points system, specification, correctness of information and/or functionality criteria. All required documentation must be completed in full and submitted.
- 3.9. Offers must comply strictly with the specification.
- 3.10. Only offers that meet or are greater than the specification will be considered.
- 3.11. Late offers will not be considered.
- 3.12. Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.
- 3.13. Used/ second-hand products will not be accepted.
- 3.14. A bidder not registered on the Central Suppliers Database or whose verification has failed will not be considered.
- 3.15. All delivery costs must be included in the quoted price for delivery at the prescribed destination.
- 3.16. Only firm prices will be accepted. Such prices must remain firm for the contract period. Non-firm prices (including rates of exchange variations) will not be considered.
- 3.17. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.18. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered.
- 3.19. Verification will be conducted to identify if bidders have multiple companies and are cover-quoting for this bid.
- 3.20. In such instances, the Department reserves the right to immediately disqualify such bidders as cover-quoting is an offence that represents both corruption and acquisition fraud.

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

- 4.1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine dender shall include the feminine and the neuter.
- 4.2. Under no circumstances whatsoever may the quotation/bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
- 4.3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
- 4.4. Quotations submitted must be complete in all respects. However, where it is identified that information in a bidder's response, which does not affect the preference points or price, is incomplete in any respect, the said supplier meets all specification requirements and scores the highest points in terms of preference points and price, the Department reserves the right to request the bidder to complete/ submit such information.
- 4.5. Any alteration made by the bidder must be initialled; failure to do so may render the response invalid.
- 4.6. Use of correcting fluid is prohibited and may render the response invalid,
- 4.7. Quotations will be opened in public as soon as practicable after the closing time of quotation.
- 4.8. Where practical, prices are made public at the time of opening quotations.
- 4.9. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
- 4.10. The Department is under no obligation to pay suppliers in part for work done if the supplier can no longer for fulfil their obligation.

5. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS

- 5.1. Quotation shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the quotation documents.
- 5.2. Each quotation shall be addressed in accordance with the directives in the quotation documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the quotation number and closing date indicated on the envelope. The envelope shall not contain documents relating to any quotation other than that shown on the envelope. If this provision is not complied with, such quotations/bids may be rejected as being invalid.
- 5.3. All quotations received in sealed envelopes with the relevant quotation numbers on the envelopes are kept unopened in safe custody until the closing time of the quotation/bids. Where, however, a quotation is received open, it shall be sealed. If it is received without a quotation/bid number on the envelope, it shall be opened, the quotation number ascertained, the envelope sealed and the quotation number written on the envelope.
- 5.4. A specific box is provided for the receipt of quotations, and no quotation found in any other box or elsewhere subsequent to the closing date and time of quotation will be considered.



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

SAMPLES

- 6.1. In the case of the quote document stipulating that samples are required, the supplier will be informed in due course when samples should be provided to the institution. (This decreases the time of safety and storage risk that may be incurred by the respective institution). The bidders sample will be retained if such bidder wins the contract.
 - (i) If a company/s who has not won the quote requires their samples, they must advise the institution in writing of such.
 - (ii) If samples are not collected within three months of close of quote the institution reserves the right to dispose of them at their discretion.
- 6.2. Samples must be made available when requested in writing or if stipulated on the document.
 - If a Bidder fails to provide a sample of their product on offer for scrutiny against the set specification when requested, their offer will be rejected. All
 - (i) testing will be for the account of the bidder.

7. COMPULSORY SITE INSPECTION / BRIEFING SESSION

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

(i) The	institution has det	termined that a con	npulsory site meeting Will r	10t take plac	e.		
(ii) Date	:		Time:	<u> </u>	Place:		
Institution Stamp:				Institution Site	e Inspection / briefing sess	sion Official:	
				Fulf Name:			
		· .		Signature:			*
		-		Date:			

8. STATEMENT OF SUPPLIES AND SERVICES

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

9. SUBMISSION AND COMPLETION OF SBD 6.1

9.1. Should a bidder wish to qualify for preference points they must complete a SBD 6.1 document. Failure by a bidder to provide all relevant information required, will result in such a bidder not being considered for preference point's allocation. The preferences applicable on the closing date will be utilized. Any changes after the closing date will not be considered for that particular quote.

10 TAX COMPLIANCE REQUIREMENTS

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

11 TAX INVOICE

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

12 PATENT RIGHTS

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

13. PENALTIES

- 13.1. If at any time during the contract period, the service provider is unable to perform in a timely manner, the service provider must notify the institution in writing/email of the cause of and the duration of the delay. Upon receipt of the notification, the institution should evaluate the circumstances and, if deemed necessary, the institution may extend the service provider's time for performance.
- 13.2. In the event of delayed performance that extends beyond the delivery period, the institution is entitled to purchase commodities of a similar quantity and quality as a substitution for the outstanding commodities, without terminating the contract, as well as return commodities delivered at a later stage at the service provider's expense.
- Alternatively, the institution may elect to terminate the contract and procure the necessary commodities in order to complete the contract. In the event that the contract is terminated the institution may claim damages from the service provider in the form of a penalty. The service provider's performance should be captured on the service provider database in order to determine whether or not the service provider should be awarded any contracts in the future.
- 13.4. If the supplier falls to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without 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.





14. TERMINATION FOR DEFAULT

- 14.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - (I) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract,
 - (ii) if the supplier falls to perform any other obligation(s) under the contract; or
 - (ili) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 14.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services.
- 14.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

15. THE DEPARTMENT RESERVES THE RIGHT TO PASS OVER ANY QUOTATION WHICH FAILS TO COMPLY WITH THE ABOVE.

SBD 6.1.



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

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

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

1. GENERAL CONDITIONS

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

*		POINTS
PRICE		80
 SPECIFIC GOALS	W. W. WALLES WITHOUT ALBERT	20
Total points for Price and	Specific Goals	100

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

DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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



Where

Ps = Points scored for price of tender under consideration

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

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

3.2.1. POINTS AWARDED FOR PRICE

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



Where

Ps = Points scored for price of tender under consideration

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



- 4. POINTS AWARDED FOR SPECIFIC GOALS
- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

	Number of points points The specific goal/s allocated points in terms of this tender allocated (80/20 (80/20 system)
Promo	tion of South African Owned Enterprises 20
	DECLARATION WITH REGARD TO COMPANY/FIRM
4.3.	Name of company/firm:
4,4.	Company registration number:
4.5.	TYPE OF COMPANY/ FIRM [tick applicable box] Partnership/Joint Venture / Consortium One-person business/sole propriety Close corporation Public Company Personal Llability Company (Pty) Limited Non-Profit Company State Owned Company
4.6.	 the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that: The information furnished is true and correct; The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form; In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
	iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have — (a) disqualify the person from the tendering process; (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct; (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancel lation;
	 (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and (e) forward the matter for criminal prosecution, if deemed necessary.
	SIGNATURE(S) OF TENDERER(S) SURNAME AND NAME: DATE:
	ADDRESS:



END-USER SPECIFICATION FORM

Quote Number:

Item Description TRACOE twist spare inner cannula FENESTRATED WITH INTERGTRTED SPEAKING VALVE size 6 (pack of 2)

TRACOE twist spare inner cannula FENESTRATED WITH INTERGTRTED SPEAKING VALVE size 7(pack of 2)

TRACOE twist spare inner cannula FENESTRATED WITH INTERGTRTED SPEAKING VALVE size 8 (pack of 2)

Department/Section: Critical Care Department Purpose of Item: Spare inner cannula WITH FENESTRATED WITH INTERGTRTED SPEAKING VALVE for tracheostomy patients

Pre-qualification criteria if any: 1.1. Is the item required to have a regulatory body certification (e.g. SABS, SANS, SANAS, ISO, CIDB, etc.)? Yes / No: Regulatory Body / certification required if Yes: 1.2. Is a compulsory site inspection / briefing session required? Yes / No if Yes, specify: Date _____/ Time_____ Place ____ 1.3. Is local production and content part of the quote? Yes / No if Yes, specify: 1.4. Provisions of section 4(1)(a) of the PPPFA Regulations, 2017 if applicable? Yes / No if Yes, specify: 1.5. Liability Cover insurance? Yes / (10) if Yes, specify: What is the specification of the required item? List specifications to be advertised Comment Single use items Must be compatible with TRACOE twist tracheostomy tube set 2. 3. Inner cannula diameter size must come in 6/7/8 4. Each size must come in pack of 3 5. Does a sample need to be submitted? (Yes)/ No(select option 3.1 or 3.2) Deadline for submission if Yes: Date ______Time____: Ol 3.2. Specify that samples must be made available when requested in writing. Yes 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, 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. What is the evaluation criteria / special terms and conditions to be advertised? List evaluation criteria / special terms and conditions to be advertised (if applicable) Pre-qualification criteria Does the offer meet the pre-qualification criteria? Administrative Does the offer comply to stipulated administrative requirements? 3 Conformance: Was the product made or service performed to specifications? Performance: Will/does the product/service fulfil its performance obligation, in a manner that releases the supplier from all

Name of End-user (in full)	Sr G Manzini	Name of SCM Rep (in full)	MTHYNZI XILLY
Designation / Rank (in full)	Operational Manager	Designation/ Rank (in full)	SCM CLERY
Signature	On animon	Signature	Q.
Date	06/02/2024	Date	09/02/2024

How long can a product go between failures and the need for maintenance? (guarantee)

What is the useful life for the product? How will the product hold up under extended use?

How easy is it to repair, maintain or support the product or service? (customer support)

liabilities under the contract?

What characteristics does the product or service have?

The ability and capacity of the vendor to execute the contract Preferential Procurement System (80/20) if applicable

5.

6.

7.

8.

9

10

Features:

Reliability: Durability:

Serviceability:

Ability & Capacity

Preference points

TRACOE twist - Spare Parts and Accessories

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