

# Quotation Advert

Opening Date:

04/10/2024

Closing Date:

09/10/2024

Closing Time;

11:00

INSTITUTION DETAILS

Institution Name:

King Dinuzulu Hospital

Province:

KwaZulu-Natal

Department of entity:

Department of Health

Division or section:

Central Supply Chain Management

Place where goods/

King Dinuzulu Hospital Complex

Date Submitted:

04/10/2024

ITEM CATEGORY AND DETAILS

Quotation number:

ZNQ/KDH 575/24-25

Item Category:

Goods

Item Description:

Saliva Ejector Shut Off Valve For Belmont Clestre 1

ng

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Dir.

ED Y

Quantity (if supplies):

30 UnitS

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type:

Not applicable

Time:

Date:

Venue:

QUOTES CAN BE COLLECTED FROM:

King Dinuzulu Hospital Complex

QUOTES SHOULD BE DELIVERED TO: KING DINUZULU HOSPITAL COMPLEX TENDER BOX, SITUATED IN THE MAIN FOYER. OWING TO US NOT HAVING DEDICATED EMAIL ADDRESS FOR RECEIVING TENDER DOCUMENTS, NO QUOTATIONS WILL BE ACCEPTED VIA SCM STAFF EMAIL ADDRESS UNTIL FURTHER

NOTICE.

ENQUIRIES REGARDING ADVERT MAY BE DIRECTED TO:

Name: Sandile Cebekhulu

Email: sandile.cebekhulu@kznhealth.gov.za

Contact number: 031 271 1159

Finance Manager: DR S.G Mkhize

Finance Manager Signature P.P. & Moralina



DIRECTORATE: KING DINUZULU HOSPITAL COMPLEX

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QUOTATION NO.	ZNQ/KDH 575 24-25
QUOTATION DESCRIPTION	Saliva Ejector Shut off Valve for Belmont Clestre 1
BIDDER NAME	

## **EVALUATION CRITERIA:**

The Department will evaluate quotation received before the closing date and time using three (3) stages, Stage 1: Administrative, Compulsory and Mandatory Requirements; Stage 2: Compliance with specifications Stage 3: Price and Preference Points System

## MOSTAGE 1: ADMINISTRATIVE, COMPULSORY COMPLIANCE AND MANDATORY REQUIREMENTS

NO.	REQUIREMENTS	INCLUDED IN THE PUBLISHED DOCUMENT?	TO BE RETURNED BY BIDDER/ TENDERER?
	Administrative Compliance		
-			
1.	PARTICULARS OF QUOTATION		
2.	OFFICIAL PRICE PAGE FOR QUOTATIONS OVER R2 000.01, MUST BE CACLULATED CORRECTLY AND IN COMPLIANCE WITH SARS REQUIREMENTS		
3.	BIDDER'S DISCLOSURE (SBD4)		
4.	GENERAL CONDITIONS OF CONTRACT (GCC)		- V
5.	SPECIAL CONDITIONS OF CONTRACT (SCC)		:ONE
6.	PREFERENCE POINTS CLAIM-FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (SBD 6.1)	, Air	-M FO ONS
	Compulsory Compliance		
7.	SUPPLIER UPDATED CIPC REGISTRATION DOCUMENTS	Ì	
8.	A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (For EMEs& QSEs)		\$11
9.	COPY OF CENTRAL SUPPLIER DATABASE COMPLIANCE REPORT (CSD)	Y	ER ()
	Mandatory Requirements		
10.	NOT APPLICABLE		

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 the quotation will be disqualified.

STAGE 2: CAPACITY TO DELIVER

## STAGE 2: CAPACITY TO DELIVER

1. '*	Valid copy of at least two orders, and proof of delivering uniforms in any organ of the state, in all spheres of government
2.	If there is valid proof that the bidder was previously issued with an order and 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

1.4	8	.81	Complies With
<u></u>		000000	Specification
ne bidder / Tonderes to to the time			Yes /No
e hidder / Tenderer to confirm that the unif	orm to be supplied comply with attac	ved ti ser.	1007110
assessment document, should you fall to Inc	IICate with yes it will mann was de-	of comply and	
our quotation will not progress to the next s	tage of evaluation	"P#.	

# 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: a for this

EPON	CATEGORY	
PRICE	CATEGORI	EPOINTS
SPECIFIC GOALS		80
		20
Total points for Price and m	ust not exceed	100

The Department has identified the following specific goal:

Specific Goal	Number of Points allocated	Proof To Claim Specific Goal (Returnable Documents)
Race: Full points allocated to companies who are at least 51% owned by Black-People who are woman;	20	Ownership Certificate issued by the Companies and Intellectual Property Commission (GIP®)Pe    The Department will download CSD to verify this
NOTE; Should a responsive bidder fall to submit proof to clair not be awarded points for specific goals.	n points, as stated at	information.

## STAGE 5: OBJECTIVE CRITERIA IN TERMS OF SECTION 9.1.3 OF THE DEPARTMENTAL PRERENTIAL PROCUREMENT POLICY VERSION 2 (SUBMISSION OF SAMPLE) Millio.

- 1. At least the bidders who scored the highest points will be required to submit samples, the institution will only accept and award compliant sample.
- Should all three bidders fail to submit sample, the next three highest scoring bidders will be requested to submit
- Samples will be requested via email.

EVALUATION CRITERI Official		Surname			- 'G S
	Miss/ Mrs/	- ournaine	Initials	Date	Signature is the
	Mr/Dr)				1 . 15
SCM OFFICIAL		CEBEKHULU	S	00/40/0004	11
	MR	0202141020	0	03/10/2024	1001
SCM SUPERVISOR	MR	MAPUMULO	cz	03/10/2024	2thopust

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YOU ARE HEREBY IN			-22				
	VITED TO QUOTE FOR	REQUIREMENT	S AT: King Din	uzulu Hospital Complex			· B
FACSIMILE NUMBER:	031 271 1194/20	9586 7	E-MAIL ADDR	ESS:			บ 55ค
PHYSICAL ADDRESS:	Dr RD Naidu Roa	d & Nerina Roa	d, Sydenham	-10			7
QUOTE NUMBER:	ZNQ / KDH	1575	124 . 25	<u>L</u>	V	ALIDITY PERIOD:	60 DAYS
DATE ADVERTISED:	04/10/2024		CLOSING DAT	E: 09/10/2024		CLOSING TIME:	11:00
DESCRIPTION:	Saliva Ejector Sh	ut Off Valve	For Belmont	Clestre 1			
CONTRACT PERIOD (I	IF APPLICABLE): OI	nce off	1				
	UOTE BOX SITUATED rel 1 Hospital. Main		orešs);				( /4.)
		100					98
	NG THE <u>QUOTE</u> MAY E S.Cebekhulu	SE DIRECTED TO	);	TELEPHONE NUMBER	031 271 115	9	
E-MAIL ADDRESS: _S	sandile ,cebekhulu(	@kznhealth.go	ov.za	No.	-		
ENQUIRIES REGARDII	NG <u>TECHNICAL INFOR</u> Raffig Haniff	MATION MAY BE	E DIRECTED TO:		031 271 6193	3	
	Haniff.Raffiq@kznh	nealth.gov.za		TELEPHONE NUMBER			
•		v. 00.000 00.000 00.000	Mark of the Control of the Control	ress. If the quote is late, it	CONTRACTOR OF THE PARTY	prices used sale	
The quote box is open for	rom 08:00 to 15:30.			1	35 19		
QUOTATIONS MUST B	BE SUBMITTED ON THE ECT TO THE PREFEREI THE GENERAL CONDI	NTIAL PROCURE	MENT POLICY F RACT (GCC) AND	RAMEWORK ACT AND TH ), IF APPLICABLE, ANY OT F BIDDER MUST BE FURN	HER SPECIAL CO	PROCUREMENT NDITIONS OF COM	NTRACT.
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QUOTE NUMB	ER: ZNQ	L₁KDH	official price page for quotations over i			ξ.E.			
DESCRIPTION:	Saliva	Ejector SI	hut Off Valve For Belmont Clestre 1				ar Eje		
PREFERENCE P	OINTS WILL BE	FALLOCATED	ACCORDING TO THE IMPLEMENTATION OF SPECIFIC GOALS	IN TERMS OF	PPR 2022:	I PO	INTS ALLC	CATE	
Promotion of Sou						20			
ICN NUMBER	QUANTITY	UNIT OF MEASURE	DESCRIPTION	MODEL	COUNTRY OF MANUFACTUR	The state of the s			
	30	Units	Saliva Ejector Shut Off Valve For Belmont		Ε	R		С	
			Clestre 1			$\vdash$			
			*			$\forall$			
		19.3	SPECIFICATION ATTACHED						
			SEE ATTACHED EVALUATION CRITERIA					â	
			OR REQUIRED RETURNABLE DOCUMENT						
			PLEASE PROVIDE SAMPLE/BROCHER			-			
			WITH QUOATAION, FAILING WHICH					-	
			RESULT TO DISQUALIFICATION						
			CSSD Compliant						
			Original BEE certificate or currently certified						
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			- 4						
			3:					-	
			2011	-		<b>,</b> ==		9 =	
ALUE ADDED 1	TAX @ 15% (C	only if VAT V	endor)						
TATOUP JATO	ION PRICE (V	ALIDITY PER	NOD 60 Days)		7.7				
THE PRICE FI	RM7		ECIFICATION?  A.N.S. / S.A.B.S. SPECIFICATION?				YES	/ No	
ATE DELIVER							2163	30 (180	
AME OF BIDDE			SIGNATURE OF BIDDE	ER:					



#### BIDDER'S DISCLOSURE

SBD 4

	PURPOSE OF THE FORM						
	Any person (natural or juristic) may make an offer or impartiality, and ethics as enshrined in the Constitution for the hidder to make this declaration in respect of the	III for the Depublic of Courts Africa on	I in line with the further expression,	ne principles of transparency, accessed in various pieces of lagislat	cuntability, ion, it is required		
	Where a person/s are listed in the Register for Tenct $\alpha$ from the bid process.	er □erfaulters and / or the List of Rest	ricted Supplier	s, that person will automatically t	e disqualified		
2	BIDDER'S DECLARATION						
2.1.	is the bidder, or any of its directors / trustees / share-tenterprise, employed by the state?				YES / NO		
2.1.1.	If so, furnish particulars of the names, individual idean	tity numbers, and, if applicable, stat	a employee nu	mbers of sale proprietor/ director	s / trustees /		
	shareholders / members / partners or any person have	ing a controlling interest in the enter	prise, in table	helow.			
	I GEL NAME.	DENTITY NUMBER . ,		NAME OF STATE INSTITUTIO	N .		
				72.			
				1			
2,2,	Doggoups any person connected with the bidder, ha	a∨⊜ a relationship with any person w	no la emptoyec	by the procuring institution?	YES / NO		
2.2.1.	If so, furnish particulars:						
2.3.	Does the bidder or any of its directors / trustees / sin:	a real holders Josephan Landana					
	enterprise have any interest in any other related enter	erprise whether arnot they are bidd	iny person nav ng for this con	ring a controlling interest in the fract?	YES / NO		
2.3.1.	If so, fumish particulars:	CHINESE VILLER					
200	DECLARATION						
3	DEGLARATION						
3			35		333		
3	I, the undersigned (name)	complete in every respect:	In	submitting the accompanying bid	, do hereby mako		
	I, the undersigned,(name)	\$1 1M \$10 M TO	in	submitting the accompanying blo	, do hereby make		
3.1. 3.2.	I, the undersigned,(name)  The following statements that I certify to be true and I have read and I understand the contents of this distunctions to the contents of the discontents and the discontents are the companying bid will be discontents.	sclosure; uzulified if this dedosure is found no	to be true are	complete in every recent!			
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3.1. 3.2. 3.3.	i, the undersigned, (name) the following statements that I certify to be true and I have read and I understand the contents of this dist; I understand that the accompanying bid will be disc; The bigger has arrived at the accompanying bid in competitor. However, communication between partners.	selesure; ueulified if this discoure is found no eperadently from, and without consu ners in a joint variure or consorium	to be true and Italion, commu <sup>2</sup> will not be co	i complete in every respect; nication, agreement or arrangem natrued as collusive bidding.	eol with any		
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3.1. 3.2. 3.3.	I, the undersigned, (name) The following statements that I certify to be true and I have read and I understand the contents of this dist I understand that the accompanying bid will be discurred. The bridger has arrived at the accompanying bid lind competitor. However, communication between partir in addition, there have been no consultations, corner specifications, prices, including methods, factors or submit the bid, bidding with the intention not to win relates.  The terms of the accompanying bid have not been, time of the official bid opening or of the awarding of	sel Osure;  uet lified if this dedosure is found no ependently from, and without consumers in a joint venture or consortium numications, agreements or arrange formulas used to alculate prices, in the bid and conditions or delivery pagaind will not be, disdosed by the bid time contract.	i to be true and itation, commu <sup>2</sup> will not be co ments with any narket allocatio riticulars of the ider, directly or	i complete in every respect; nication, agreement or arrangem natrued as collusive bidding, competitor regarding the quality, n, the intention or decision to sub products or services to which this indirectly, to any competitor, price	eni with any quantity, mit or not to bid invitation or to the date and		
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3.1. 3.2. 3.3. 3.4. 3.5. 3.6. 3.7:	In the undersigned, (name) The following statements that I certify to be true and I have read and I understand the contents of this dist I understand that the accompanying bid will be disquither bigger has arrived at the accompanying bid in discompatitor. However, communication between partrill naddition, there have been no consultations, commispecifications, prices, including methods, factors or submit the bid, bidding with the intention not to win relates.  The terms of the accompanying bid have not been, time of the official bid opening or of the awarding of There have been no consultations, communications relation to this procurrement, process prior to and dujustitution; and the bidder was not involved in the direction to this procurement, process prior to and dujustitution; and the bidder was not involved in the direction to this procurement, and without prejudice to are suspicious will be regarded to the Competition Confide Competition Act No.32 of 1998 and or may be restricted from conducting business with the public Activities Act No. 12 of 2004 or any other applicable of the Competition Act No.32 of 2004 or any other applicable of the Competition of the Competitio	sel Osure;  uat lified if this dedosure is found no ependently from, and without consumers in a joint venture or consortium numications, agreements or arrange formulas used to calculate prices, nother bid and conditions or delivery parand will not be, disdosed by the bid if the contract.  a, agreements or arrangements matering the bidding process except to prefixing of the spedifications or terms or arrangements and commission for investigation and pose me ported to the National Prosecut sector for a period not exceeding to a legislation.  RAAGRAPHS 1,2 and 3 ABOVE IS 6	to be true and tation, communication, communication, communication, communication and tation and ta	complete in every respect; inication, agreement or arrangement or arrangement or arrangement of a collusive bidding. It competitor regarding the quality, in, the intention or decision to subproducts or services to which this indirectly, to any competitor, prior with any official of the proguring tion on the bid submitted where so in this bid, tive practices related to bids and on of administrative penalties in terps.	ent with any quantity, mit or not to tid invitation r to the date and institution in to required by the contracts, bids tha rms of section 59 or may be beeing of Corrupt		
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#### - GENERAL CONDITIONS OF CONTRACT

GCC

#### MOTES

The purpose of this document is to:

- (i) Drawspecial attention to certain general conditions a policable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the right that and obligations of all parties involved in deing husiness with government.

In this document words in the singular also mean in the plural. And vice verse and words in the masculine also mean in the ferminine and neuter

- The General Conditions of Contract will form part of a 11 Ibid/quotation documents and may not be amended.
- \* Special Conditions of Contract (SCC) relevant to a specifie is specified, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict(glipe 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 blocking documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered in to between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto an CL all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the suppoli enunder the contract for the full and proper performance of his contractual obligations.
- 1.4. "Compt practice" means the offering, giving, receiving, or solliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervalling duties" are imposed in cases where earn 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 in the grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substain that 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 comditions 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: cledivered 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 beanting 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 abroard immarket 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 majouro" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events mayinglude, 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, artical/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 hidding price represented by the cost of components, parts of materials which have been or are still to be invarted (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, series duty or other similar tax or duty at the South African place of entry as well as transportation and transpling charges to the factory in the Republic where the supplies covered by the bid will be manufactored.
- 1.17. "Ligist content" means that portion of the bidding ipnition 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, mathetists, components and mathinery and includes other related value-adding activities.

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- 1.19. "Order" means an official written order issued for it has supply of goods or written or the rendering of a service.
- 1.20. "Project site," where applicable, means the place in citicated in bidding documents.

  1.21. "Purchaser" means the organization purchasing the goods. "Marks."
- 1.21. "Republic" means the Republic of South Africa.
- 1,23, "SOC" means the Special Conditions of Contract.
- 1.24. "Services" means those functional services ancillarry to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical exististance, training, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. "Writien" or "in writing" means handwritten in link on any form of electronic or mechanical writing.
- 2 Application

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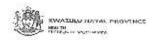
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- 23.1. This general conditions are applicable to all bids., contracts and orders including bids for functional and professional services, sales, hiring, letting and the professional services, sales, hiring, letting and sales, the professional services are applicable to all bids.
- 2.2. Whate applicable, special conditions of contract area also taid down to cover specific supplies, services of works.
- 2.3 While with special conditions of contract are in top inflict with these general conditions, the special conditions anall apply.
- 3 General
- 3.1. Unless otherwise indicated in the bidding documents, the purchase shall not be liable for any expanse incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- r 3.2. With cutain exceptions, invitations to hid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag > 85, Pretoria 0001, or accessed electronically from www.freasury.gov.za

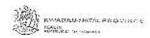


- 4 Standards
- 4.1. The goods supplied shall conform to the standards repentioned in the bidding documents and specifications.
- 5 Use of contract documents and information; inspection,
- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision 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 gegral, 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
- 5.1. 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 countract 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 peryable 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 tellor 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 drocuments or another form acceptable to the purchaser, or
  - (b) a cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
- 8 Inspections, tests and analyses
- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced on 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 those 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 of 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 fall to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase satisficulty plies as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall get 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
- 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 lopen 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 will the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC. PSEPS
- 10.2. Documents to be submitted by the supplier are specified in SCC. Political values of values
- 11 Insurance

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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.

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- Transportation
- Should a price other than an all-inclusive delivered price: be required, this shall be specified in the SCC. 12.1.
- 13
- The supplier may be required to provide any or all of this significances, including additional services, if any, specified in SCC: 13.1
  - (a) performance or supervision of on-site assembly stand for commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or, no intenance of the supplied goods;
  - (c) fumishing of a detailed operations and maintenance manual preach appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligetions under this contract; and
- (c) training of the purch aser'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, in the parties paper and price for the goods, shall be agreed upon in advance by the parties 110 and shall not exceed the prevailing rates charged to officer parties by the supplier for similar services.
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- As specified in SCC, the supplier may be required to provide anyonal of the following materials, notifications, and information perfaining to spare parts 14.1 manufactured or distributed by the supplier:
  - (a) such spare parts as the purchaser may clock to purpolase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract, and
  - (b) in the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending temination, in Sufficient time to permit the purchaser to procure needed requirements; and
  - , ; (ii) following such termination, furnishing at no cost to the purchasely the blueprints, drawings, and specifications of the spare parts, if requested.
- 15
- The supplier warrants that the goods supplied under the contract are new onlined, of the most recent or current models, and that they incorporate all 15.1 recent improvements in design and materials unless: provided otherwise lighter contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, note the rights, or workmans high (except when the design and/or material is required by the purchaser's specifications) or from any action of the surpotion, that may develop Winder normal use of the supplied goods in the conditions prevailing in the country of final destination.
- This warranty shall remain valid for twelve (12) mornth so after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination in desired in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- The purchaser shall promptly notify the supplier in writing of any dains arising under this warranty. 15.3
- 15.4. Upon receipt of such notice, the supplier shall, with in time period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without coasts to the purchaser,
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 16
- The method and conditions of payment to be made to the supplier under this gontract shall be specified in SCC. 16.1.
- The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in
- Payments shall be made promptly by the purchaser. In Lift in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise at ip ut a tood in SCC.
- 17
- 17.1<sub>m</sub> 明练 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the applies qualed by the supplier in his bid, with the exception of any price adjustments aut thor ized in SCC or in the purchaser's request for bid validity extension is the case may be. dis
- 10 Contract amendments
- No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned. ani@.1.
- 19 199
  - The supplier shall not assign, in whole or in part, in a colligiations to perform under the contract except with the purchaser's prior written consent.
- 20
- 20.1 The supplier shalf motify the purchaser in writing of extlass absorbing swarded under this contracts if not already specified in the bid. Such notification, in the origin. Grid or later, shall not relieve the supplier from any liability or obligation under the contract.

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- 21 Delays in the supplier's performance.
- Delivery of the good approper formance of services. Shealf be made by the supplier in accordance with the time schedule prescribed by the purchaser in the .1.1. contract.
- If at any time during ing formance of the contract, the supplier or its subcontractor(s) should encounter conditions imposting simply delivery of the goods 21.2 and performance, of pasticless, the supplier shall promptly notify the purchasor in writing of the fact of the delay, its likely detailed and its cause(s). As soon as practicable after regard of the supplier's notice. The purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of permatties, in which case the extension shall be ratified by the parties by amendment of contract.
- No provision in a contrator shall be deemed to prointibit. One obtaining of supplies for services from a national department, provincial department, or a local 21.3. authority.
- 21.4.1 a The right is reserved to procure outside of the contract small quantilles or to have minor essential services executed if an emergency arises, the suppliers point of supply is not situated at or near tind place where the supplies are required, or the supplier's services are not readily available.





- Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier table in the imposition of penal files, pursuant to GCC Clause 22, Unitiess an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of 21.8
- Upon any delay be yourd the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of assimilant 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 falor 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 darmages from the supplier. 22
- 22.1. Subject to GCC Citause 25, 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 godds or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The policitieser may also comsider termination of the contract pursuant to GCC Clause 23.
- Termination for clefault
- 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 23.1.
  - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the
  - (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. In as engaged in corrupt or fraudulent practices in competing for or in executing the contract. In the event the purchaser terminates the contract in whole or Inpert, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works breefvices similar to those. Undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. Rowever, the supplier shall continue performance of the contract to the extent not terminated. 23.3
- Where the purchaser terminates the contract in wholes 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.
- If a purchaser interrels 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 slipulated fourteen (14) days the purchaser may regered the intended ponalty as not objected against and may impose it on, the supplier.
- Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise, or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the collerprise 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
- If a restriction is imposed, the purchaser must, with in. Five (5) working days of such imposition, furnish the National Treasury, with the following
  - the name and address of the supplier and I on person restricted by the purchasor.
  - (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. 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 triat such person's narme 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 IR egister can be perused on the National Treasury website.
- Anti-dumping and countervalling duties and rights
- Anti-dumping and countervailing duties and rights

  When, after the date of bid, provisional payments are required, or antidutering or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is in creased 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 impresse. When, after this 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 g any other contract or any other amount whichmay ble due to him. dist. 423
- Force Majeure

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- Notwithslanding the provisions of GCC Clauses 22 sund 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extentional his defay in performance or other failure to perform his obligations under the contract is the result of any
- If a force majeure situation arises, the supplier shell promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwisedirected by the purchaser in writing, the supplier sheal H. Continue is perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performan ce not provented by the force majeure event.
- Termination for insolvency
- The purchaser may at any time terminate the contract they giving written audde to the supplier if the supplier becomes benkrupt or otherwise insolvent. In ナレース 保険に上 this event, termination will be without compensation to the supplier, provided that such termination will not projudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27 Settlement of Disputes

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If any dispute or difference of any kind whatsoever, excises between the purchaser and the supplier in connection with or arising out of the contract, the perfect shall make every effort to resolve amiciality suitch dispute or difference by mutual consultation.

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- If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC. 27.4.
- Notwithstanding any reference to mediation and/or court proceedings herein, 27.5.
  - (a) the parties shall continue to perform their respective obligations under the contract juntess they otherwise agree; and
  - (b) the purchaser shall pay the supplier any mobiles due the supplier.
- 28
- Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; 28.1.
  - (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profile or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties
  - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29 Governing language
- The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be 29.1. willen in English.

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- at 30 Applicable law
- . and c espect 30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC. ordervis.
- However 31
- HB9/4V97 Every wrillon acceptance of a bid shall be posted to time supplier concerned by registered by registered by a writing mail and any other notice to him shall be posted by 1 oktosini31.1. ordinary mail to the address furnished in his bid or to thic address notified later by him in Walfibigs and such posting shall be deemed to be proper service of Writington. 1. 19631.2. States
  - The time mentioned in the contract documents for porforming any act after such aforesald notice, has been given, shall be reckened from the date of posting of such notice.
  - 32 Taxes and duties
  - A foreign supplier shall be entirely responsible for all taxes, slamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.1.
  - A local supplier shall be enlirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 322 32.3
  - No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This identificate must be an original issued by the South African Revenue Services.
  - 33 National Industrial Participation (NIP) Programme
  - The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation. 33.1.
  - 34 Prohibition of Restrictive practices

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- 667 34.1. In terms of section 4 (1) (b) (iii) of the Competition Act. No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
  - 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 34.2 referred to above, the purchaser may refer the matter to the Compelition Commission for investigation and possible imposition of administrative penaltics as contemplated in the Competition Act No. 89 of 1998.
  - If a bidder(s) or contractor(s), has here 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 normody provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or past, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and for claim damages from the bidder(s) or contractor(s) concerned. ira di

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## SPECIAL CONDITIONS OF CONTRACT

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- - Any amondment to or renormistion of the provision s. of the contract shall at all times be done in writing and shall be signed by both parties.
- 2. CHANGE OF ADDRESS

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- 71 Bidders must advise the Department of Health (Institution where the offer was submitted) should their address (domicilium citandi el executandi) details
- GENERAL CONDITIONS ATTACHED TO THIS QUOTATION 3.
- 3.1 The Department is under no obligation to accept the 10 west or any quote.
- The Department reserves the right to communicate in writing with vendors in cases where information is incomplete or where there are obscurities 3.2 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 uniterror has been made, to investigate the vendor's standing and ability to complete the supply/service satisfactorily. 1.3
- ALL DECISIONS TAKEN BY THE DEPARTMENT ARE FINAL, INCLUDING THE AWARD OR CANCELLATION OF THIS QUOTATION. 2.4.
- . The price quoted must include VAT (if VAT vendor.).
- 1.5. Should a bidder become a VAT vendor after award on churing the implementation of a contract, they may not request the VAT percentage from the Department as the service provider made an offer durting 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. 3.8
- The bidder must ensure the correctness & validity of the quotation:
  - dispensit (i) that the price(s), rate(s) & preference quoted cover all for the worldflern (s) & accept that any mistakes regarding the price (s) & calculations will be at
  - (ii) it is the responsibility of the bidder to confirm receipt of their quotation and to keep proof thereof.
- The bidder must accept full responsibility for the proper execution & fulfilment of all obligations conditions devalving on under this agreement, as the 3.7. 3.8
- This quotation will be evaluated based on the 80/20 points system, specification, correctness of information and/or functionality criteria. All required
- 39 Offers must comply strictly with the specification.
- Only offers that meet or are greater than the specification will be considered. 3.10.
- 3.11, Late offers will not be considered.
- Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months. 3.12
- 3.13. Used/ second-hand products will not be accepted.
- A bidder not registered on the Central Suppliers Data base or whose verification has falled will not be considered. 3.14 3.15.
- All delivery costs must be included in the quoted prices 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 3.18.
- In cases where different delivery points influence time. pricing, a separate pricing schedule must be submitted for each delivery point. 3.17.
- In the event of a bidder having multiple quotes, only the cheapest exerting to specification will be considered. 3.18. 3.19.
- Verification will be conducted to kientify 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
- SPECIAL INSTRUCTIONS AND NOTICES TO BIDD ERS REGARDING THE COMPLETION OF THIS QUOTATION.
- Unless inconsistent with or expressly indicated of the reviewe by the context, the singular shall include the plural and vice verse and with words importing the 4.1. masculine gender shall include the feminine and the in euter. 42
- Shope Under no dircumstances whatsoever may the quotation/bid formate retyped or redrafted photocopies of the original bid documentation may be used. title. but an original signature must appear on such photocopies. dign 2)1
  - The bidder is advised to drock me number of pages, sured to salisfy himself that none are missing or duplicated. 4.3.
  - Quotations submi<sup>127</sup> .... must be complete in all respectes . Figurer, where it is identified that information in a bidder's response, which does not affect the 4.4. preference pants or price, is incomplete in any respect, the said applier meets all specification requirements and scores the highest points in terms of preferance points and price, the Department reserves the rightle request the bidder to complete/ submit such information. 4.5
  - Any alloration made by the bidder must be initialled; failure to do so may render the response invalid.
  - Use of correcting fluid is prohibited and may render the response invalid. 4.6. 4.7
  - Quotations will be opened in public as soon as practicable after the dosing time of quotation.
  - Where practical, prices are made public at the time of opening quotations. 4.8.
  - If it is desired to make more than one offer against, any individual lien, such offers should be given on a photocopy of the page in question. Clear 4.9. indication thereof must be stated on the schedules: attached.
  - The Department is under no obligation to pay suppliers in part for work done if the supplier can no longer for fulfil their obligation. 4.10.
  - SPECIAL INSTRUCTIONS REGARDING HAND DELLIVERED QUOTATIONS 5
- 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 ind to 5.1.
  - me<sup>§,2,</sup> Each quotation shall be addressed in accordance, wiith 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 in unmber and desing date indicated on the envelope. The envelope shall not contain documents e in relating to any quotation other than that shown on three envelope. If this provision is not complied with, such quotations/bids may be rejected as being
    - All quotations received in scaled anvelopes with the 'gellevent quotation numbers on the envelopes are kept unopened in safe custody until the closing lime 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 opvelops, it shall be opened, the quotation number—a.s contained, the envelope sealed and the quotation number written on the envelope.
    - Aspecific box is provided for the receipt of qualation so, and no qualation found in any other box or elsewhere subsequent to the closing date and time of 5.4. ...

tion.



- Quotation documents must not be included in packages; containing samples. Such quotations may be rejected as being invalid. 5.6.
- In the case of the guest decument slipulating that samples are required, the supplier will be informed in due course when samples should be provided to 6.1. 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 a company/s who has not won the quote requires their samples, they must advise the institution in writing of such.
- (ii) It samples are not collected within three months of close of quote the institution reserves the right to dispose of them at their discretion. Samples must be made available when requested in writing or if stipulated on the document. 6.2
  - 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

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7.1. 'Biddets who fail	to attend the c		SESSION will be disqualified fro sory site meeting	m the evaluation prod take place.	cept III	25
(ii) Date:		t .	Time:		Place;	
Institution Stamp:				Institution Site II	nspection / briefing session Offi	icial:
ie.Co		8		Full Name:		8
- Velidity -					tedírir Validitý	114
quoted a				Signature:	ghoted c	
i unline: je čili				Date:	confirm :	

- 8 STATEMENT OF SUPPLIES AND SERVICES
- The contractor shall, when requested to do so, furnish iparticulars of supplies delivered or services executed. If he/she falls to do so, the Department 8.1. may, without projudice 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
- 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 9.1. 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
- 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 10.1. the tax compilance 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.
- 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
  - (lv) 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 lax charged;
  - (vii) the words tax invoice in a prominent place.
- PATENT RIGHTS light to 12
- The supplier shall inclaming the KZN Department of Health (hereafter known as the purchaser) against all third-party claims of intrangement of patent, 12.1. trademark, or Industrial design rights arising from use of the goods or any pert thereof by the purchaser. 10
- 13. PENALTIES
- 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 13.1. 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 providers time for performance.
- In the event of glelayed performance that extends beyond the delivery period, the institution is entitled to purchase commodities of a similar quantity and 13.2. quality as a substitution for the outstanding commodifies, without terminating the contract, as wall as return commodities delivered at a later stage at the
- 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 ctair? 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
- If the supplier fails to deliver any or all of the goods on to perform the services within the period(s) specified in the contract, the purchaser shall, willhout 1 , 13.4., projudice to its other remedies under the contract, died uct 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.

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- 14. TERMINATION FOR DEFAULT
- 14.1. The purchaser, without prejudice to any lotthear remedy for breach of contract, by written notice of default sent to the supplier, may terminate this or (i) If the supplier tails to deliver any or all of the goods within the period(s) specified in the contract,
  - (ii) if the supplier fails to perform any other Obligation(s) under the contract; or

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- (iii) if the supplier, in the Judgment of the purish aser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. In the event the purchaser terminates the contract in whole or in part, the purchaser may produce, upon such terms and in such manner as it deer appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such
- goods, works or services.

  14.3. Where the purchaser terminates the contract in part, the purchaser may decide to impose a restriction penalty on the supplier by prohise such supplier from doing business with the puriplic sector for a period not exceeding 10 years.

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

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SBD 6.1.



# PREFERENCE POINTS CLAIM FORM TIN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

HB: BEFORE COMPLETING THIS FORM, TENDERERS MIJS: au Study The GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCURE MENT REGULATIONS, 2022

- GENERAL CONDITIONS
- The following praference point systems are applicable: to invitations to tender:
  - ः विभवति 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 Ranic value above R50 000 000 (all applicable taxes included).
- The applicable preference point system for this tencher—its, the 80/20 preference point system.
- 1.3. Points for this tender (even in the case of a tender for it neome-generating contracts) shall be awarded for:

  - (b) Specific Goals.

1.4. The maximum points for this lender are allocated as follows:

STATE OF THE PARTY	ac (C)(Ows;
PRICE	POINTS
SPECIFIC GOALS	80
	20
Total points for Price and Specific Goals	100

- . 1.5 Failure on the part of a conderer to submit proof or crocumentation 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 dalmed.
  - 16 The organ of state reserves the right to require of a terrodiener, either before a tender is adjudicated or at any time subsequently, to substantiate any dalar in regard to preferences, in any manner required by the organ of state.
  - - (a) "lender" means a written effor in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive condering process or any other introduction envisaged in legislation;
    - (b) "prior" 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-glonerating 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 logislation that will result in a logal 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 Ad" means the Preferential Producement Policy Framework Act, 2000 (Act No. 5 of 2000).
  - FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES
  - POINTS AWARDED FOR PRICE 3.1.
  - 3.1.1. THE BUIZO OR 90/10 PREFERENCE POINT SYSTEM S

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

OR

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$$P_0 = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps . = Points scored for price of tender under consideration

Price of tender under consideration

Pmln = Price of lowest acceptable tender

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

POINTS AWARDED FOR PRICE

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

Pt-Panaz

Where

 Points scored for price of tender under conscideration Ps

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

= Price of tender under consideration

Pmax = Price of highest acceptable tender

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#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preforential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderor will be allocated points based on the goals stated in table 1 below askingly 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 whother the 80/20cor 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
  - (a) an invitation for funder for income-generating contracte; 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 politic claimed are indicated per the table below.

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

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			The specific	c goal/s_allocate	el mainte la term	AL CARDON DE				points	points
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23	3	1981 33				GOALS					
4.	Con	mpany registration n	umber:			) for Price					
.5.	734	DE DE DOMBANO	TIDE LEGISLATION								
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i.	1 I, the in th I) II)	State Owned Comp ne undersigned, who he tender, qualifies to The information fur The preference poil In the event of a co- documentary proof	is duly authorise the company/ firm nished is true an nis claimed are i niract being awa to the satisfactio	n for the preferen id correct; in accordance wil orded as a result on of the organ of	th the General C of points daired state that the cl	i Facknowledge onditiona as Indi Itas shown in pa aims are correct	that: icated in para aragraphs 1,4 i;	agraph 1 of this 4 and 4.2, the co	form; ontractor ma	y be require	d to furnish
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# ANNEXURE A: SPECIFICATION FORM

NAME OF	PROCURING	O.D.T.C.				
ITEM DESCRIPTION		SALUA EJECTOR SHUT OFF VALVE FOR BELMO				
ITEM PU	RPOSE	1. REPLACEMENT PART.				
	TAILED SPECIFICA	TION (INCLUDE SIZE, COLOUR, MATERIAL, ETC.)	COMPLIES (YES/NO)			
1.	COMPLETE					
2.	REQUESD FOR BELMONT CLESTER! (					
3.	AGENTS PART ONLY, PART NO. ZBEF-18-F-GF406AD)					
4.	AGENCY LETTER REQUIRED					
QUALIT	Y STANDARD					
	MEASURE OR PACK X/ROLL/PACK/BAIL					
SAMPLE REQUIRED (YES/NO) IF YES WHEN AND HOW?		no.				
ADDEND	JM TO ATION ATTACHED					

## Note:

1.

2.

3.

		ATION APPROVED BY	
Name of End-user (in full)	R. HONIFF	Name of SCM Rep (in full)	S. Doolcas
Designation / Rank (in full)	TECHNICIAN	Designation/ Rank (in full)	500
Signature	Externity /	Signature	
Date	3/9/2024	Date	<19/2/1

Bidder Initial here;