Quotation Advert

Opening Date:

10/04/2025

Closing Date:

16/04/2025

Closing Time:

11:00

INSTITUTION DETAILS

Institution Name:

Benedictine Hospital

Province:

KwaZulu-Natal

Department of entity:

Department of Health

Division or section:

Central Supply Chain Management

Place where goods/ service is required: Systems department

Date Submitted:

10/04/2025

ITEM CATEGORY AND DETAILS

Quotation number:

ZNQ: Ben02/2025-2026

Item Category:

Services

Item Description:

Servicing of UPS at Benedictine Hospital and 05 Clinics

Quantity (if supplies):

spec attached

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type:

Not applicable

Date:

N/A

Time:

N/A

Venue:

N/A

QUOTES CAN BE COLLECTED FROM:

Download from KZN health website

QUOTES SHOULD BE DELIVERED TO:

Deposit to tender box next to PRO office at Benedictine

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

ENQUIRIES REGARDING ADVERT MAY BE DIRECTED TO:

Name:

Mrs JP Mjaja

Email:

Jabulile.Mjaja@kznhealth.gov.za

Contact number: 035 831 7062

Finance Manager Name:

Ms I.N Ntuli

Finance Manager Signature <u>400</u>



			. :			PARTIC	ULAF	S OF Q	UOT/	1OIT]											
YOU ARE HEREBY IN	VITED T	O QUOTI	E FOR F	EQUIR	REMENT	S AT:	Ben	edictin	е Но	spita	al											
FACSIMILE NUMBER:	N/A					E-M/	AIL A[ODRESS	: <u>B</u>	ene	dictine	e.SC	MC	≀uot	atio	ns@)kzr	he	alth.	gov.	za	
PHYSICAL ADDRESS	: Ber	nedictin	e Hos	pital V	/ryheid	Main	Roa	d Nong	joma	39	50											
QUOTE NUMBER:	ZNQ	/BEN		1 02		12	25	- 26								V	ALID	ITY	PER	OD:	90 (DAYS
DATE ADVERTISED:	10/	04/202	5			CLO	SING	DATE:	1	6/04	/2025	5	**				CL	osi	NG T	IME:		11:00
DESCRIPTION:	Servici	ing of U	IPS at	Bene	dictine	Hospi	ital a	nd 05	clinic	s												
CONTRACT PERIOD	(IF APPL	.ICABLE)	. <u>Or</u>	ice of	f																	
DEPOSITED IN THE C	OUOTE E	iox situ	JATED A PRO 0	T (STE	reet AC or ema	DRESS il to Be)): ened	ictine.	SCM	Quo	tation	s@k	znh	eal	th.g	0V.Z	а					
ENQUIRIES REGARD	Mrs J.		1						TELE	PHO	NE NUN	MBER	: <u>C</u>)35(B317	7062	2			***		
E-MAIL ADDRESS:				<u> </u>																		•
ENQUÍRIES REGARE CONTACT PERSON:	Mr Sib	oniso [Dlamin	i			CIE		TELE	:PHO	NE NUI	MBER	t: (35	8317	7048	3					
E-MAIL ADDRESS:	Siboni	so.Dlar	mini2@	kznh	ealth.g	jov.za																
Bidders should ensu	ire that o	juotes ar	e delive	red tim	neously	to the c	orrec	t addres	s, if t	he qu	ote is l	iate, k	t wil	l not	be a	ccep	ted f	or c	onsi	derati	on,	
The quote box is oper	ı from 08	:00 to 15:	:30.																			
QUOTATIONS MUST																						
THIS QUOTE IS SUB REGULATIONS, 2022	JECT TO 2, THE G) THE PR ENERAL	REFERE CONDI	NTIAL I TIONS	PROCUI OF CON	REMEN [*] NTRACT	T POL (GCC	LICY FRA	AMEV IF API	/ORK PLIC/	ACT A	IT DN. NY O	HE F	PREF ER S	ERE PECI	NTIA AL C	OND	ITIC	URE NS (MENT OF CC	ONTR	ACT.
			TH (FAILU	E FOLI	LOWING	PARTI MAY RI	CULA ESUL	RS OF I	JIDDE UR QI	R M UOTE	JST BE	FUR G DIS	NISI QUA	HED	ED)							
NAME OF BIDDER:																						
E-MAIL ADDRESS:		····									•••		-				• •					
POSTAL ADDRESS:	*****						•															
STREET ADDRESS:																						
TELEPHONE NUMB	ER:					<u> </u>			FAC	SIMIL	E NUM	IBER:	-									
CELLPHONE NUMB	ER:								SAR	S PIN	ł:		-									
VAT REGISTRATION	NUMBE	ER (If VA	T vendor	·): _																		
CENTRAL SUPPLIE				TION (CSD) NO) .			М	A	A A											
UNIQUE REGISTRA	TION RE	FERENC	;ε: 		Π.		T	T .	П				Т		\Box	Т			T		T	
1 1		1 I	1 1	1		1 1	ı		1	- 1	<u> </u>	L_I						L				<u> </u>



UOTE NUMBER	R: ZNQ	, BEN	_/ 02	₁ 25	_ 26					
				a Llaggital s	and OE alinias					
ESCRIPTION:			at Benedictin							
HE BELOW PR	EFERENCE I	OINTS WILL	. BE ALLOCATED M PPP):	IN COMPLIA	NCE WITH THE DEPARTM	IENTAL PRI	FERENCE	POINTS	ALLOCA	, TED
									20	
sability: Full points allo	ocated to companie	s who are at least 5	1% Owned by Black Pers	ons with Disabilities						
N NUMBER	QUANTITY	UNIT OF MEASURE	DESCRIPTION			BRAND & MODEL	COUNTRY OF MANUFACTUR E		PRICE	
		MERIO	Servicing of	UPS			E	R		
	01	spec att	Benedictine							
	01	spec att	Maphophom							
		<u> </u>	Sovane Clini							
	01	spec att	Ndlozane Cl							
	01	spec att	Usuthu clinic							
	01	spec att	Enhlekiseni							
	01	spec att	Ennieriseni	CHILC						
			ND: Specific	ation and a	/aluation criteria					
					ete schedule of prices					*****
			for each clin					 		
			for each clin	ic and ioi ii	ospitai					
						1				
		<u> </u>				<u> </u>				
	·									
										·····
						<u> </u>				
						<u> </u>				
ALUE ADDEC	TAX @ 15%	(Only if VAT	Vendor)							
TOTAL QUOTA	ATION PRICE	(VALIDITY F	ERIOD 90 Days)					<u> </u>		<u> </u>
IS THE PRICE	FIRM?		SPECIFICATION						YES	/ N / N / N

DOES THIS OFFER COMPLY WITH THE SPECIFICATION?	, - 1/2			
S THE PRICE FIRM?	, -	ES .		NO
DOES THE ARTICLE CONFORM TO THE S.A.N.S. / S.A.B.S. SPECIFICATION	4? YE	ES .	/ N	٧C
STATE DELIVERY PERIOD (E.G. 3 DAYS, 1 WEEK)				
NAME OF BIDDER:	SIGNATURE OF BIDDER:			_
WHITE OF BROOKING	[By signing this document, I hereby agree to all terms and conditions]			
CAPACITY UNDER WHICH THIS QUOTE IS SIGNED:	DATE:			
OU VO(1) OLD WILLIAM STATE TO THE STATE OF T	· · · · · · · · · · · · · · · · · · ·			

BENEDICTINE HOSPITAL
QUOTATIONS SCM SIS (IT) P) DATE: 10/0+/kozs Page 2 of 14



CLARITY ON DECLARATION OF INTEREST SBD 4 (a)

BIDDER NAME				
herself to perform re-	ct 103 of 1994 indicates	de his or her employme	OF INTEREST No employee shall perform or engent in the relevant department, e	age himself or xcept with the
with any organ of sta	te or be a director of a ee is in an official capa	public or private compa	13(c), "An employee shall not cor any conducting business with an mpany listed in schedule 2 and 3	organ of state,
close family member	, partner or associate o awarded, that official or	of such official or other	n management official or other role role player, has any private or bu -(a) disclose that interest; and (b) at contract."	siness interes:
	CL.A	RITY ON HOW TO DIS	CLOSE	
employed by the enti-	re KZN Department of I use other Computer A	Health, even if that pers assisted Techniques to	disclose a relationship with any p son is not employed by the procu verify possible interest, should yo is a false declaration, treated as r	ring institution u be found to
by Manguzi Hospital, disclose interest. The with any person who	, as long as that official erefore the question is.	is employed by the De do you, or any person on N Department of Health	spital, yet the person with interest partment of Health, the bidder is r connected with the bidder, have a n? If so, please furnish particulars	equired to relationship
			sclose as directed, should I fail to qualification of my offer.	disclose
BIDDER SURNAME	AND INITIALS	SIGNATURE	DATE	



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 from the bid process.	List of Restricted Suppliers, that person will automatically be disqualified
2	2 BIDDER'S DECLARATION	
2.1.		ners or any person having a controlling interest ¹ in the YES / NO
2.1.1.	2.1.1. If so, furnish particulars of the names, individual identity numbers, and, if app shareholders / members/ partners or any person having a controlling interest	icable, state employee numbers of sole proprietor/ directors / trustees /
	FULL NAME IDENTITY NUMBER	NAME OF STATE INSTITUTION
	OLE IPINE	
2.2.	Do you, or any person connected with the bidder, have a relationship with an	y person who is employed by the procuring institution ² ? YES / NO
		,, , , , ,
2.2.1.	2.2.1. If so, furnish particulars:	
2.3.	2.3. Does the bidder or any of its directors / trustees / shareholders / members / penterprise have any interest in any other related enterprise whether or not the	artners or any person having a controlling interest in the YES / NO ay are bidding for this contract?
2.3.1.	2.3.1. If so, furnish particulars:	
3	3 DECLARATION	
	I, the undersigned,(name)	in submitting the accompanying bid, do hereby make
3.1. 3.2. 3.3.	 3.2. I understand that the accompanying bid will be disqualified if this disclosure is 3.3. The bidder has arrived at the accompanying bid independently from, and with competitor. However, communication between partners in a joint venture or or 	nout consultation, communication, agreement or arrangement with any consortium ³ will not be construed as collusive bidding.
3.4.	3.4. In addition, there have been no consultations, communications, agreements specifications, prices, including methods, factors or formulas used to calculat submit the bid, bidding with the intention not to win the bid and conditions or relates.	e prices, market allocation, the intention or decision to submit or not to
3.5.	time of the official bid opening or of the awarding of the contract.	
3.6.	relation to this procurement process prior to and during the bidding process of institution; and the bidder was not involved in the drafting of the specification	except to provide clarification on the bid submitted where so required by the sor terms of reference for this bid.
3.7.	3.7. I am aware that, in addition and without prejudice to any other remedy provide are suspicious will be reported to the Competition Commission for investigation of the Competition Act No 89 of 1998 and or may be reported to the National restricted from conducting business with the public sector for a period not exactivities Act No 12 of 2004 or any other applicable legislation.	on and possible imposition of administrative penalties in terms of section 59 Prosecuting Authority (NPA) for criminal investigation and or may be
I CER	I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 AI	BOVE IS CORRECT.
I ACCI	I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TER	RMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

SIGNATURE

POSITION

2 "Procuring institution" refers to all institutions under the Accounting Officer of the Department of Health.

NAME OF BIDDER

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

DATE



GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids,
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervalling dutles" 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 lnk 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.

General

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



4. Standards

- 4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.
- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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



12. Transportation

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

13. Incidental services

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

14. Spare parts

- As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts 14.1. manufactured or distributed by the supplier:
 - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) In the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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



- 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - (a) If the supplier falls to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be altowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
 - (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

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

24. Anti-dumping and countervalling duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

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



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

28. Limitation of liability

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

29. Governing language

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

Applicable law

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

31. Notice:

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

32. Taxes and duties

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

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

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



SPECIAL CONDITIONS OF CONTRACT

1. AMENDMENT OF CONTRACT

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

2. CHANGE OF ADDRESS

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

3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

- 3.1. The Department is under no obligation to accept the lowest or any quote.
- 3.2. The Department reserves the right to communicate in writing with vendors in cases where information is incomplete or where there are obscuritles 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:
 - that the price(s), rate(s) & preference quoted cover all for the work/item (s) & accept that any mistakes regarding the price (s) & calculations will be at the bidder's risk;
 - (ii) It is the responsibility of the bidder to confirm receipt of their quotation and to keep proof thereof.
- 3.7. The bidder must accept full responsibility for the proper execution & fulfilment of all obligations conditions devolving on under this agreement, as the Principal (s) liable for the due fulfilment of this contract.
- 3.8. This quotation will be evaluated based on the preferential procurement points system, specification, correctness of information and/or functionality criteria. All required documentation must be completed in full and submitted.
- 3.9. Offers must comply strictly with the specification.
- 3.10. Only offers that meet or are greater than the specification will be considered.
- 3.11. Late offers will not be considered.
- 3.12. Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.
- 3,13. Used/ second-hand products will not be accepted.
- 3.14. A bidder not registered on the Central Suppliers Database or whose verification has failed will not be considered.
- 3.15. All delivery costs must be included in the quoted price for delivery at the prescribed destination.
- 3.16. Only firm prices will be accepted. Such prices must remain firm for the contract period. Non-firm prices (including rates of exchange variations) will not be considered.
- 3.17. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.18. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered.
- 3.19. Verification will be conducted to identify if bidders have multiple companies and are cover-quoting for this bid.
- 3.20. In such instances, the Department reserves the right to immediately disqualify such bidders as cover-quoting is an offence that represents both corruption and acquisition fraud.
- 3.21. Should there be a variation in price and such variation is above the order amount, the Department will reserve the right to place a new order.

4. NEGOTIATIONS

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

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

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

SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS

6.1. Quotation shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the quotation documents.



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

SAMPLES

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

8. COMPULSORY SITE INSPECTION / BRIEFING SESSION

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

(i)	The instit	ution has determin	ned that a compl	uisory site meeting Will	not take plac	e.		
(ii)	Date: _		ì	Time:	!	Place:		
Institution S	Stamp:				Institution Site	Inspection / briefin	ng session Official:	
					Full Name:			
					Signature:			
					Date:		Markanuar III	

9. STATEMENT OF SUPPLIES AND SERVICES

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

10. SUBMISSION AND COMPLETION OF SBD 6.1

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

11. TAX COMPLIANCE REQUIREMENTS

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

12. TAX INVOICE

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

13. PATENT RIGHTS

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

14. PENALTIES

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



- 14.2. In the event of delayed performance that extends beyond the delivery period, the institution is entitled to purchase commodities of a similar quantity and quality as a substitution for the outstanding commodities, without terminating the contract, as well as return commodities delivered at a later stage at the service provider's expense.
- 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.
- 14.4. If the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance.

15. TERMINATION FOR DEFAULT

- 15.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - (i) if the supplier falls to deliver any or all of the goods within the period(s) specified in the contract,
 - (ii) If the supplier fails to perform any other obligation(s) under the contract; or
 - (iii) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 15.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services.
- 15.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 16. THE DEPARTMENT RESERVES THE RIGHT TO PASS OVER ANY QUOTATION WHICH FAILS TO COMPLY WITH THE ABOVE.



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 taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2. The applicable preference point system for this tender is the 80/20 preference point system.
- 1,3. Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
 - (a) Price; and
 - (b) Specific Goals.
- 1.4. The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

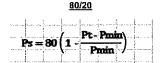
- (a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) "price" means an amount of money tendered for goods or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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

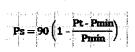
3.1, POINTS AWARDED FOR PRICE

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

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



OR



90/10

Where

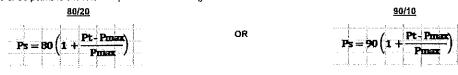
Ps = Points scored for price of tender under consideration

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.

SURNAME AND NAME:

DATE: ADDRESS:

Note to tenderers: The $\underline{\text{tenderer}}$ must indicate $\underline{\text{how}}$ they claim points for each preference point system.

	Number of points points The specific goal/s allocated points in terms of this tender allocated claimed (80/20 (80/20 system) system)
Disa	bility: Full points allocated to companies who are at least 51% Owned by Black Persons with Disabilities
·	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 / Consortlum One-person business/sole propriety Close corporation Public Company Personal Liability Company (Pty) Limited Non-Profit Company State Owned Company
4.6.	I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that: i) The information furnished is true and correct; ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form; iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 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 cancellation; (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)



ANNEXURE A: SPECIFICATION FORM

NAME OF PROCURING FACILITY		BENEDICTINE - HOSPITAL						
ITEM DESCR	RIPTION	SERVICING OF UPS FOR BENEDICTINE HOSPITAL						
ITEM PURPO	OSE							
ITEM DETAI	LED SPECIFICATION	ON (INCLUDE SIZE, COLOUR, MATERIAL, ETC.)	COMPLIES (YES/NO)					
1.	SERVICING OF U	JPS FOR BENEDICTINE HOSPITAL						
2.								
3.								
4.								
QUALITY ST	ANDARD							
	ASURE OR PACK ROLL/PACK/BAIL							
SAMPLE RE (YES/NO) IF YES WHE	QUIRED N AND HOW?	NO						
ADDENDUM TO SPECIFICATION ATTACHED (YES OR NO)		YES						

Note:

1.

2.

3

SPECIFICATION APPROVED BY

	Of POR IONALORY LINGS AND DI						
Name of End-user (in full)	SHAMASE MN	Name of SCM Rep (in full)	GN THUSI				
Designation / Rank (in full)	ARTISAN ELECTRITION	Designation/ Rank (in full)	SCC				
Signature	Migurare	Signature	Gella				
Date	04/03/2025	Date	04/03/2025				

Ridder	Initial	horo.	
SICH HEIL	1111111241	BEILE	



BENEDICTINE HOSPITAL

SCOPE OF WORK FOR CLINICS - UPS SERVICE.

PART 1

1. GENERAL

1.1 SCOPE OF WORK

THE CURRENT SCOPE OF WORK BELOW ENTAILS BOQ

- The preferred bidder will be required to provide only competent personnel to perform all duties as per BOQ.
- · Supply and deliver all required material and tools for the particular repairs.
- This project must be completed within TWO (02) weeks after order number has been issued, failure to meet the time frame the facility reserve a right to cancel the order.
- After site handing over to the contractor, the risk of any loss or damage or theft shall be the responsibility of the contractor. Contractor shall take necessary precations against loss or damage or theft.
- The contractor should consider the BOQ below and confirm measurements prior submitting quotation.
- The contractor shall allow for appointing relevant professionals, all independent statutory obligations for inspections and certificates.
- Contractor must always comply with safety precautions as Benedictine Hospital will be fully operational.
- Contractor must report the start date 2 days prior commencing with works.

1,2 WASTE REMOVAL

- a) No waste should be left on site after execution a delly work as per National Environmental Management Act, Act No. 107 of 1998.
- b) Contractor to use an authorized landfill site in accordance with current Wester Management Licensing Regulations for disposal.

1.3 SITE AND MODE OF PROCEDURE

The site at KwaZulu Natal: BENEDICTINE HOSPITAL.

Tenders are advised that all the existing premises will be occupied throughout the period of any contract. Damage to the existing buildings - Contractor to note that any damages done or occurring during construction to any of the buildings will be repaired at the expense of the contractor. The service must be to the satisfaction of the KwaZulu-Natal Department of Health.

1.4 CONTRACT DRAWINGS

There are no contract drawings issued together with this document.

PART 2

2. GENERAL TECHNICAL SPECIFICATION

This Technical Specification (page 1 to 2) is provided as a guideline for bid purposes.

2,1 STANDARDS

The operation, construction, material and components of the borehole drilling and equipment specified, must comply with the latest requirements of:

i) The Occupational Health and Safety Act (Act 85, 1993) as amended.

2.2 PROGRAMMING OF WORKS

The contractor shall notify the institution two (2) days prior to carrying out any site work. As the Facility is to remain fully operation for the duration of the works, work to be planned and executed so as to cause minimum inconvenience to the facility. Contractor shall finish this work within 8 weeks counting from the date when the order number has been issued, unless other strong and valid reason.

2.3 INSPECTION

Work shall be inspected before handing over to the Institution Management.

PART' 3

3. SCHEDULE OF RATES

All rates includes supply material, deliver material and tools

3.1 ITEMS AND PRICING

The KZN Department of Health reserves the right to place an order for any quantities of Items included in the Schedules. The Schedule of Rates must also not be assumed to include and describe every detail of the supply requirement, but must be taken and read in conjunction with the other parts of the document. Thus the contractor shall not have claim for further payment in respect of any order which may be described or implied in the contract, although apparently no corresponding items are given in the Schedule of Rates. The contractor shall be deemed to have satisfied himself before quoting as to the correctness and sufficiency of his / her quote for the contract and of the rates and prices stated in the Schedule of Rates.

3.2 TAX AND DUTIES

Prices quoted and invoice, must include all customs, excise and import duties, and any other tariffs or taxes levied by the government or statutory body having jurisdiction on the goods provided under this contract, including Value Added Tax (applicable to the current rate).

3.3 RATES

The rates, prices inserted shall be the full rates and prices for the service delivered described under the respective items; shall cover all labour, transport and profit.

No payment will be made for abortive work.

SCHEDULE OF RATES: BOQ (Annexure A)

NOTE:

- 1) All rates for items contained in this Schedule of Rates must have company stamped
- 2) The Facility reserves the right to negotiate rates in the Bill of Quantities.
- 3) The Service Provider is advised that the facility is fully functional, Occupied and disruptions to services are to be kept to the bare minimum.

PART 4

SPECIAL TERMS AND CONDITIONS

INTRODUCTION

- (a) Contractor/s must ensure that they are fully aware of the Conditions contained in this bid / tender document as they shall become the Conditions of Contract once the bid / tender is awarded.
- (b) Only Contractor/s that fully meet the specifications shall be considered.

1. AMENDMENT OF CONTRACT

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 subject to Adjudication Committee approval.

2. CHANGE OF ADDRESS

Contrator/s must advise Supply Chain Management should their address details change from the time of bidding / quoting to the expiry of the contract.

3. CIDB RATING REQUIRED

Grade 1 ME or higher

4. COMPLIANCE WITH SPECIFICATION, REGULATIONS AND STANDARD REGULATIONS (INCLUDING SABS SPECIFICATIONS)

- 4.1 Contractor must comply strictly with the specification. Contractor exceeding specification requirements is deemed to comply with the specification. The quality of products must not be less than what is specified.
- 4.2 The operation, construction, material and components of the material specified, must comply with the latest requirements of:
 - a. The Occupational Health and Safety Act (Act 85, 1993) as amended.

The contractor should fully familiarize him/herself with this document and the site prior to quoting.

5. EQUAL BIDS / QUOTES

In the event that two or more bids /quotes have equal total points, the successful bid / quote will be the one scoring the highest number of preference points for specified goals. Should two or more bids /quotes be equal in all respects, the award shall be decided by the drawing of lots criteria.

6. EXECUTION PLAN

The Contractor will be required to provide an efficient and effective service.

Therefore, the Contractor is required to submit proof that he/she has the required capacity to execute work successfully.

7. EXECUTION PERIOD

The work shall be completed within 2 weeks from the date of the official order/letter of acceptance, fallure to meet the timeframe Facility reserve a right to cancel the order.

9. FIRM PRICES

This tender / quote requires that all prices offered are firm. If a non-firm price is offered then the contractor may be disqualified for not complying with the Conditions of the Bid.

10. GENERAL REQUIREMENTS

Contractor to make special note of the following:

In so far as the conditions contained herein are at variance with any obtained in the Technical Specifications, the contract shall be interpreted in terms of this Part 3 (Particular Specification).

The whole installation shall be in accordance with (National Building Regulations, Occupational Health and Safety Act 85 of 1993) and all regulations framed therein shall be carried out to the satisfaction.

Competent workmen skilled in their trade shall carry out all work, Quality shall be of the best standard practice and all workmanship will be subject to the approval of.

The work shall at all times, for the duration of the contract, be carried out under the supervision of a skilled and competent representative of the Contractor, who will be able and authorized to receive and carry out instructions on behalf of the Contractor. A sufficient number of workmen shall be employed at all times to ensure satisfactory progress of the work.

All apparatus, component parts, fittings and materials employed in the execution of the Contractor shall be new and unused and shall be the latest type or pattern of the particular manufacture employed. S.A.B.S. mark bearing items shall be used wherever possible.

The complete installation must be guaranteed against defective parts and workmanship for a period of twelve month after the date of issue of the Completion Certificate.

Contractors are advised to visit the site and acquaint themselves fully with the site conditions and nature and full extent of work involved prior to submitting their tender / quote. Claims on the grounds of insufficient information in such respects or otherwise will not be entertained by the Facility.

No claims to the Facility for any form of a Disaster during the construction.

The Facility reserves the right to make emergency repairs to keep the asset in operation without voiding the Contractor's Guarantee

11. GUARANTEE

All equipment, material, building work and workmanship provided under this Contract must be guaranteed for a minimum period of twelve (12) months from the date of handing over. The contractor to note that the Guarantee period must only take effect upon successful handing over and successful test and acceptance by the Facility.

12. INJURIES TO STAFF

If equipment or any other object within the SERVICING causes injury to staff, the contractor will subsequently be required to draft a detailed report incorporating interalia, reasons for such injury/injuries and report to Facility Safety Officer and Department of Labour.

The contractor will under the supervision of Facility Maintenance Head and Facility Safety Officer to execute the required safety plan performance.

13. LATE QUOTE

Quotes are late if they are received at the address indicated in the tender / quote documents after the closing date and time.

A late quote shall not be considered and, where practical, shall be returned unopened to the Contractor, accompanied by an explanation.

14. NOTES TO CONTRACTORS

- 14.1 Contractors are urged to ensure that safety measures as per the Occupational Health and Safety (OHS) Act are in place before any work is undertaken.
- All dimensions and sizes shall be checked and confirmed before any work is undertaken or materials ordered.
- 14.3 All work is to be carried out as per the specification issued with this document, no alterations will be allowed unless the project leader grants prior authority during the site meeting.
- 14.4 Contractors are advised to visit site to acquaint themselves with the site and the layout of the institution as no claims on the grounds of ignorance of the locality/sitting or access to the Facility will be entertained later.
- 14.5 Contractors are informed that living on the Facility premises during the contract is not allowed and no arrangements or accommodation will have to be made.
- 14.6 All rates quoted shall be inclusive of transport and labour exclude VAT.
- 14.7 Invoice must accompanied by Completion Certificate, Compliance Certificates and Guarantee Certificates

15. NOTIFICATION OF AWARD

15.1 Notification of the award of tender / quote shall be in writing by a duly authorized official of Department of Health, Supply Chain Management. The written

- acceptance of an offer constitutes a legal and binding contract if no appeals are lodged.
- 15.2 The award of a tender / quote will be advertised in the same media as the invitation.

16. PAYMENT FOR SUPPLIES AND SERVICES

- 16.1 A contractor shall be paid by the Department in accordance with meeting the scope of work and relevant certificates.
- 16.2 Should a contractor indicate a special discount on his/her account provided payment is made within a certain time, every effort shall be made to take advantage of such discount.
- 16.3 Any query concerning the non-payment of accounts must be directed to the Finance. The following protocol will apply if accounts are queried:
 - (i) Contact must be made with the Department of Health Finance within the Institution:
 - (ii) If there is no response from Finance, the Head Office Finance within the Department of Health shall be contacted

17 PENALTY CLAUSE

In the event that the contract is not completed on scheduled completion date, penalty amount of 0.04% of contract sum will be charged per day for extra days taken after scheduled completion date. The amount shall be deducted from outstanding payments.

18. PROVINCIAL SUPPLIERS DATABASE AND CIDB

A Constructor submitting quote must be registered on the Provincial Suppliers Database and CIDB. A Contractor not registered on the Provincial Suppliers Database and CIDB, quote will not be considered.

19. SPECIAL CONDITIONS OF CONTRACT

The tender is issued in accordance with the provisions of the Public Financial Management Act (PFMA), Chapter 16 A of the Treasury Regulations and shall be subject to the provisions of the General Conditions of Contract. The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

20. TAX AND DUTIES

Prices, offered and paid, must include all customs, excise and import duties, and any other tariffs or taxes levied by the government or statutory body having jurisdiction on the goods provided under this contract, including Value Added Tax (applicable to the current rate).

21. UNSATISFACTORY PERFORMANCE

Unsatisfactory performance occurs when performance is not in accordance with the

contract conditions.

- (a) Before any action is taken, the Facility shall warn the contractor by registered/certified mall that action will be take in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory service within a specified reasonable time (7 days minimum). If the contractor does not perform satisfactorily despite the warning the Facility will;
 - (i) take action in terms of its delegated powers
 - (ii) make a recommendation to its Head Office for canquilation of the contract concerned.
- (b) When correspondence is addressed to the contractor, reference will be made to the contract number/item number/s and an explanation of the complaint.

22, VALIDITY PERIOD OF BID AND EXTENSION THEREOF

The validity (tendering) period for the bid/ quote must be 90 days from close of quote. However, circumstances may arise whereby the Facility may request the Contractors to extend the validity (tendering) period. Should this occur, the Facility will request Contractors to extend the validity (binding) period under the same terms and conditions as originally tendered for by Contractors. This request will be done before the expiry of the original validity (binding) period.

23, VAT

- 23.1 Quote prices must be inclusive of VAT.
- 23.2 A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:
- (a) The name, address and registration number of the supplier;
- (b) The name and address of the recipient;
- (c) An individual serialized number and the date upon which the tax invoice is issued;
- (d) A description of the goods or services supplied;
- (e) The quantity or volume of the goods or services supplied;
- (f) Either -
 - (i) the value of the supply, the amount of tax charged and the consideration for the supply; or
 - (ii) where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

NOTE:

The Department reserves the right to verify the veracity of all information submitted.

PART 5

GENERAL CONDITIONS OF CONTRACT

1, FAILURE TO COMPLY WITH CONDITIONS AND DELAYED EXECUTION

1.2 Should the contractor fail to comply with any of the conditions of the contract, Facility shall be entitled, without prejudice to any of its other rights, to cancel the contract.

2. PAYMENT

- 2.1 The Contractor shall furnish the Facility with an invoice accompanied by a copy of the works completion certificate / delivery note upon fulfilment of other obligations stipulated in the contract.
- 2.2 Payments shall be made promptly by Facility only the execution meet requirements, but in no case later than thirty days (30) days after submission of an invoice or claim by the Contractor.

3. INVOICES

All invoices submitted by the Contractor must be Tax Invoices indicating quantity ordered and quantity delivered, the amount of tax charged and the total invoice amount. <u>Tax invoice must be accompanied by work completion certificate</u>, compliance certificates and quarantee certifications.

4. OFFERING OF COMMISSION OR GRATUITY

If the Contractor or any Contractor representative is found to have either directly or indirectly offered or promised any commission, gratuity, or gift to any office bearer of the Department of Health. The Department of Health shall have the right, summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss or additional cost or expenses, to cancel the Contract without paying any compensation to the Contractor.

BENEDICTINE HOSPITAL - UPS SERVICE.

Technical Evaluation Criteria

The bidder needs to obtain 80 points to qualify

Delive	erable	Returnable	Points
1.	Competency of tenderer on similar projects.	At least completed 2 projects in the past 5 years. Award/ Purchase Order that will show scope of works and the completion certificate that corresponds to the award/ purchase order.	40 points
2.	Contractor must be registered with CIDB	CIDB Grading 1 ME.	40 Points
3.	Experience of technical resources proposed for this project.	At least one technical resource has a proof of specializing in electrical(copy of Electrician trade test).	20 points



PROVINCE OF KWAZULU-NATAL DEPARTMENT OF HEALTH

SPECIFICATION FOR THE SERVICING OF UPS. AT BENEDICTINE HOSPITAL

Artisan Electrician: M.N. SHAMASE

Artisan Chief: S.B. Dlamini

Institution: Benedictine Hospital

PROJECT SPECIFICATION

The work to be carried out in terms of this section of the project comprises the service also supplying and installation of all the materials necessary, as per the Schedule of Rates

PART 1

1.1. SCOPE OF WORK

- > Service the attached list of UPS as per scope given.
- > Check termination for loose connection, burnt wires and any electrical defects.
- Check all batteries and fill acid if required.
- > The report shall be clear with recommendations as required.
- No payment will be done if the report is not clear, complete and submitted.
- Quotation page shall be endorsing with the company stamp and submit.

PART 2

SERVICE FOR BENEDICTINE HOSPITAL UPS

. 2.1 TECHNICAL SPECIFICATION

This TECHNICAL SPECIFICATION shall be read in conjunction with all other sections of the SPECIFICATION and cognisance shall be taken of the clauses relevant to this particular service, whether any specific clauses are referred to or not. NB. Contract period for this work 02 weeks after receiving purchase order.

3. MATERIALS:

- 3.1. Proprietary materials where specified are to be of the brand specified or other approved by the Department.
- 3.2. The materials are to be brought to the site for verification and approval by the hospital maintenance supervisor.
- 3.3. All materials, if and when required by the Department, will be subject to tests by the South African Bureau of Standards,

SCHEDULE OF RATES

4. WORK TO BE DONE AND SCHEDULE OF PRICES: BENEDICTINE HOSPITAL

ltem	DESCRIPTION	UNIT	QTY	RATE/ U	INIT	TOTAL	
				R	C	R	C
	NOTE: All rates for items contained in this Schedule of Prices must be filled excluding the applicable Value Added Tax.						
	All prices shall include labour and transport. The Administration reserves the right to Negotiate prices			-			
	in the Bill of Quantitles 1. The contractor to provide their own water and electricity	III (AAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA					
	The contractor is not allowed to sleep on site The contractor is not allowed to work during the weekends		A PARTIE DE LA PAR	- Transmission		a majajaja majajaja na	
	4. All rubbles must be removed and the contractor to comply with OHS Act5. The contractor to give a safety plan and work						
	hand in hand with Hospital safety officer (This will be considered on evaluation) 6. The contractor to bring safety plan for working	a and a more and a second a second and a second a second and a second a second and a second a second a second					
	with live electrical.	•					
	RETURNABLE/REQUIREMENTS (evaluation criteria)						
	 CIDB Grading ME Trade test certificate for Artisan Electrician Proof of experience of service with similar nature of project (attach two orders and two completion certificates) 		- Available to the state of the		- management and other managem	and the second s	
	Failure to comply with the above requirements will result in the tender being disqualified.						
~~~~	INSTITUTION: BENEDICTINE HOSPITAL		(No. 100) 100 (No. 100)				
	PROPRIETARY ARTICLES:		- Company and an order	A THE WASHINGTON THE PARTY OF T			alvanist den en e
	All equipment and material used in this contract shall be that which is specified or other approved.				···		
War	ds and Plants PS 1						
1.	HĊU	Each	01				
2.	THETRE	Each	01				
		-,					

3.	X-MINERS	Each	01	All Chamilton Washington and Assert Washington		And the second s	
4.	X-RAY	Each	01	* (* * * * * * * * * * * * * * * * * *		Andrea (Agree) of the Agreement	<del></del>
5.	MATERNITY	Each	01		elleristation and an III while a		***************************************
9,					711		

# **COLLECTION SUMMARY**

INSTITUTION: BENEDICTINE HOSPITAL

PROJECT: SERVICE FOR BENEDICTINE HOSPITAL UPS

NOTE: THIS COLLECTION SUMMARY MUST BE COMPLETED IN FULL BY THE CONTRACTORAND RETURNED TOGETHER WITH THE TENDER FORM,

TOTAL: CARRIED TO FORM	R	
ADD Provision for Value Added Tax Allow 15% of SUB-TOTAL		
SUB-TOTAL	R	
Collection Summary PS 1	R	],



# PROVINCE OF KWAZULU-NATAL DEPARTMENT OF HEALTH

# SPECIFICATION FOR THE SERVICING OF UPS. AT BENEDICTINE HOSPITAL (MAPHOPHOMA CLINIC)

Artisan Electrician: M.N. SHAMASE

Artisan Chief:

S.B. Dlamini

Institution: Benedictine Hospital

#### PROJECT SPECIFICATION

The work to be carried out in terms of this section of the project comprises the service also supplying and installation of all the materials necessary, as per the Schedule of Rates

# PART 1

# 1.1. SCOPE OF WORK

- > Service the attached list of UPS as per scope given.
- > Check termination for loose connection, burnt wires and any electrical defects.
- > Check all batteries and fill acid if required.
- > The report shall be clear with recommendations as required.
- > No payment will be done if the report is not clear, complete and submitted.
- > Quotation page shall be endorsing with the company stamp and submit.

# PART 2

# SERVICE FOR MAPHOPHOMA CLINIC UPS

# 2.1 TECHNICAL SPECIFICATION

This TECHNICAL SPECIFICATION shall be read in conjunction with all other sections of the SPECIFICATION and cognisance shall be taken of the clauses relevant to this particular service, whether any specific clauses are referred to or not. NB. Contract period for this work 02 weeks after receiving purchase order.

# 3. MATERIALS:

- 3.2. Proprietary materials where specified are to be of the brand specified or other approved by the Department.
- 3.2. The materials are to be brought to the site for verification and approval by the hospital maintenance supervisor.
- 3.3. All materials, if and when required by the Department, will be subject to tests by the South African Bureau of Standards,

# SCHEDULE OF RATES

# 4, WORK TO BE DONE AND SCHEDULE OF PRICES: MAPHOPHOMA CLINIC.

tein	DESCRIPTION	UNIT	QTY	RATE/	UNIT	TOTA	1.
				R	C	R	C
	NOTE:						
	All rates for items contained in this Schedule of Prices						
	must be filled <b>excluding</b> the applicable Value Added Tax.				ĺ		
	All prices shall include labour and transport.					ļ	
	The Administration reserves the right to Negotiate prices						
	in the Bill of Quantities						
	The contractor to provide their own water and electricity						
	The contractor is not allowed to sleep on site						
	The contractor is not allowed to work during the weekends						
	All rubbles must be removed and the contractor to comply with OHS Act						,
	5. The contractor to give a safety plan and work hand in hand with Hospital safety officer (This will be considered on evaluation)						
	6. The contractor to bring safety plan for working with live electrical.					error in the help may	
	RETURNABLE/REQUIREMENTS (evaluation criteria)		ľ				
	<ul> <li>CIDB Grading ME</li> <li>Trade test certificate for Artisan Electrician</li> <li>Proof of experience of service with similar nature of project (attach two orders and two completion certificates)</li> </ul>	,	and the state of t			- And Company	
	Failure to comply with the above requirements will result in the tender being disqualified.						
	INSTITUTION: BENEDICTINE HOSPITAL						
	PROPRIETARY ARTICLES:				• .		
	All equipment and material used in this contract shall be that which is specified or other approved.						
Nar	ds and Plants PS 1			***************************************			
1.	MAPHOPHOMA CLINIC	Each	01				
				<b></b>		·	
	l						

# CCILECTION SUMMARY

BENEDICTINE HOSPITAL (MAPHOPHOMA CLINIC) INSTITUTION:

PROJECT: **SERVICE FOR MAPHOPHOMA CLINIC UPS** 

NOTE:
THIS COLLECTION SUMMARY MUST BE COMPLETED IN FULL BY THE CONTRACTORAND RETURNED TOGETHER WITH THE TENDER FORM.

Collection Summary PS 1	. R	and the first control of the f	
SUB-TOTAL	R		
ADD Provision for Value Added Tax Allow 15% of SUB-TOTAL			
TOTAL: CARRIED TO FORM	· R		



# PROVINCE OF KWAZULU-NATAL DEPARTMENT OF HEALTH

SPECIFICATION FOR THE SERVICING OF UPS.

AT
BENEDICTINE HOSPITAL (NDLOZANA CLINIC)

Artisan Electrician: M.N. SHAMASE

Artisan Chief:

S.B. Dlamini

Institution: Benedictine Hospital

# PROJECT SPECIFICATION

The work to be carried out in terms of this section of the project comprises the service also supplying and installation of all the materials necessary, as per the Schedule of Rates

#### PART 1

# 1.1. SCOPE OF WORK

- Service the attached list of UPS as per scope given.
- > Check termination for loose connection, burnt wires and any electrical defects.
- Check all batteries and fill acid if required.
- > The report shall be clear with recommendations as required.
- No payment will be done if the report is not clear, complete and submitted.
- Quotation page shall be endorsing with the company stamp and submit.

# PART 2 SERVICE FOR NDLOZANA CLINIC UPS

# 2.1 TECHNICAL SPECIFICATION

This TECHNICAL SPECIFICATION shall be read in conjunction with all other sections of the SPECIFICATION and cognisance shall be taken of the clauses relevant to this particular service, whether any specific clauses are referred to or not. NB. Contract period for this work 02 weeks after receiving purchase order.

# 3. MATERIALS:

- 3.5. Proprietary materials where specified are to be of the brand specified or other approved by the Department.
- 3.2. The materials are to be brought to the site for verification and approval by the hospital maintenance
- 3.3. All materials, if and when required by the Department, will be subject to tests by the South African Bureau of Standards,

# 4, WORK TO BE DONE AND SCHEDULE OF PRICES: NDLCZANA CLINIC

m	DESCRIPTION	UNIT	QTY	RATE/ UNIT		TOTAL	
	,			R	C	R	C
	NOTE:						
	All rates for items contained in this Schedule of Prices						
	must be filled excluding the applicable Value Added Tax.			ļ			
	All prices shall include labour and transport.				,		
	The Administration reserves the right to Negotiate prices						ļ
	In the Bill of Quantities	}					
	The contractor to provide their own water and electricity						
	The contractor is not allowed to sleep on site						
	5. The contractor is not allowed to work during the weekends						
	<ol> <li>All rubbles must be removed and the contractor to comply with OHS Act</li> </ol>						
	7. The contractor to give a safety plan and work hand in hand with Hospital safety officer (This will						
	be considered on evaluation)	,					
	8. The contractor to bring safety plan for working with live electrical.						
	RETURNABLE/REQUIREMENTS (evaluation criteria)						4
•	<ul> <li>CIDB Grading ME</li> <li>Trade test certificate for Artisan Electrician</li> <li>Proof of experience of service with similar nature of project (attach two orders and two completion certificates)</li> </ul>		- Lidding				
	in a in a substantial will						
	Failure to comply with the above requirements will result in the tender being disqualified.						
	INSTITUTION: BENEDICTINE HOSPITAL	ryanna maranagania dia manda					
	PROPRIETARY ARTICLES:						
	All equipment and material used in this contract shall be		Ì				
	that which is specified or other approved.						
181	urds and Plants PS 1						
445		100		***************************************			
1.	NDLOZANA CLINIC	Each	01				

# **COLLECTION SUMMARY**

BENEDICTINE HOSPITAL (NDLOZANA CLINIC) INSTITUTION:

SERVICE FOR NDLOZANA CLINIC UPS PROJECT:

 ${\underline{\sf NOTE}}$ : THIS COLLECTION SUMMARY MUST BE COMPLETED IN FULL BY THE CONTRACTORAND RETURNED TOGETHER WITH THE TENDER FORM.

TOTAL: CARRIED TO FORM	R	
ADD Provision for Value Added Tax Allow 15% of SUB-TOTAL		20-90
SUB-TOTAL	R	
Collection Summary PS 1	R	



# PROVINCE OF KWAZULU-NATAL DEPARTMENT OF HEALTH

# SPECIFICATION FOR THE SERVICING OF UPS. AT BENEDICTINE HOSPITAL (SOVANE CLINIC)

Artisan Electrician: M.N. SHAMASE

Artisan Chief:

S.B. Dlamini

Institution: Benedictine Hospital

#### PROJECT SPECIFICATION

The work to be carried out in terms of this section of the project comprises the service also supplying and installation of all the materials necessary, as per the Schedule of Rates

#### PART 1

## 1.1. SCOPE OF WORK

- > Service the attached list of UPS as per scope given.
- > Check termination for loose connection, burnt wires and any electrical defects.
- > Check all batteries and fill acid if required.
- > The report shall be clear with recommendations as required.
- No payment will be done if the report is not clear, complete and submitted.
- Quotation page shall be endorsing with the company stamp and submit.

# PART 2 SERVICE FOR SOVANE CLINIC UPS

## 2.1 TECHNICAL SPECIFICATION

This TECHNICAL SPECIFICATION shall be read in conjunction with all other sections of the SPECIFICATION and cognisance shall be taken of the clauses relevant to this particular service, whether any specific clauses are referred to or not. NB. Contract period for this work 02 weeks after receiving purchase order.

## 3. MATERIALS:

- 3.3. Proprietary materials where specified are to be of the brand specified or other approved by the Department.
- 3.2. The materials are to be brought to the site for verification and approval by the hospital maintenance supervisor.
- 3.3. All materials, if and when required by the Department, will be subject to tests by the South African Bureau of Standards,

# 4. WORK TO BE DONE AND SCHEDULE OF PRICES: SOVANE CLINIC

Item	DESCRIPTION	UNIT	QTY	RATE/UNIT		UNIT TOTAL		
	'			R	C	R	Ç	
	NOTE:							
	All rates for items contained in this Schedule of Prices							
	must be filled <b>excluding</b> the applicable Value Added Tax.							
	All prices shall include labour and transport.		1.	***************************************				
	The Administration reserves the right to Negotiate prices			ĺ				
	in the Bill of Quantities							
	The contractor to provide their own water and electricity		:					
	The contractor is not allowed to sleep on site							
	The contractor is not allowed to work during the weekends							
	All rubbles must be removed and the contractor to comply with OHS Act							
	5. The contractor to give a safety plan and work hand in hand with Hospital safety officer (This will be considered on evaluation)	Line to the second seco						
	6. The contractor to bring safety plan for working with live electrical.	•						
	RETURNABLE/REQUIREMENTS (evaluation criteria)							
· .	<ul> <li>CIDB Grading ME</li> <li>Trade test certificate for Artisan Electrician</li> <li>Proof of experience of service with similar nature of project (attach two orders and two completion certificates)</li> </ul>					SAMPLE		,
·	Failure to comply with the above requirements will result in the tender being disqualified.		***************************************					
	5							
	INSTITUTION: BENEDICTINE HOSPITAL		***************************************					
	PROPRIETARY ARTICLES:	Sale On Street Andrew Control of the Street			angini (manginan)	Control Control Control		1
	All equipment and material used in this contract shall be		**************************************					. 🖠
	that which is specified or other approved.						1	
War	ds and Plants PS 1							
1.	SOVANE CLINIC	Each	01					'
	,			-				7
L		<u> </u>						ليب

# · COLLECTION SUMMARY

INSTITUTION: BENEDICTINE HOSPITAL (SOVANE CLINIC)

PROJECT: SERVICE FOR SOVANE CLINIC UPS

# NOTE:

THIS COLLECTION SUMMARY MUST BE COMPLETED IN FULL BY THE CONTRACTORAND RETURNED TOGETHER WITH THE TENDER FORM.

TOTAL: CARRIED TO FORM	R	1
ADD Provision for Value Added Tax Allow 15% of SUB-TOTAL		
SUB-TOTAL	R	
Collection Summary PS 1	R	



# PROVINCE OF KWAZULU-NATAL DEPARTMENT OF HEALTH

# SPECIFICATION FOR THE SERVICING OF UPS. AT BENEDICTINE HOSPITAL (USUTHU CLINIC)

Artisan Electrician: M.N. SHAMASE

Artisan Chief:

S.B. Dlamini

Institution: Benedictine Hospital

# PROJECT SPECIFICATION

The work to be carried out in terms of this section of the project comprises the service also supplying and installation of all the materials necessary, as per the Schedule of Rates

## PART 1

# 1.1. SCOPE OF WORK

- Service the attached list of UPS as per scope given.
- Check termination for loose connection, burnt wires and any electrical defects.
- > Check all batteries and fill acid if required.
- The report shall be clear with recommendations as required.
- No payment will be done if the report is not clear, complete and submitted.
- Quotation page shall be endorsing with the company stamp and submit.

## PART 2

# SERVICE FOR USUTHU CLINIC UPS

# 2.1 TECHNICAL SPECIFICATION

This TECHNICAL SPECIFICATION shall be read in conjunction with all other sections of the SPECIFICATION and cognisance shall be taken of the clauses relevant to this particular service, whether any specific clauses are referred to or not, NB. Contract period for this work 02 weeks after receiving purchase order.

# 3. MATERIALS:

- 3.4. Proprietary materials where specified are to be of the brand specified or other approved by the Department.
- 3.2. The materials are to be brought to the site for verification and approval by the hospital maintenance supervisor.
- 3.3. All materials, if and when required by the Department, will be subject to tests by the South African Bureau of Standards,

# 4. WORK TO BE DONE AND SCHEDULE OF PRICES: USUTHU CLINIC

m	DESCRIPTION	UNIT	QTY	RATE/ U	NIT	TOTAL	No.
	1			R	C	R	C
	NOTE:			- Section of Asper			
	All rates for Items contained in this Schedule of Prices						
	must be filled excluding the applicable Value Added Tax.						
	All prices shall include labour and transport.	l I	1.				
	The Administration reserves the right to Negotiate prices			}			
	in the Bill of Quantities						
	7. The contractor to provide their own water and electricity						
	8. The contractor is not allowed to sleep on site					İ	
	The contractor is not allowed to work during the weekends						
	All rubbles must be removed and the contractor to comply with OHS Act	,					
	3. The contractor to give a safety plan and work hand in hand with Hospital safety officer (This will	ļ					ļ
	be considered on evaluation)						
	The contractor to bring safety plan for working with live electrical.						
	RETURNABLE/REQUIREMENTS (evaluation criteria)						
	<ul> <li>CIDB Grading ME</li> <li>Trade test certificate for Artisan Electrician</li> <li>Proof of experience of service with similar nature of project (attach two orders and two completion certificates)</li> </ul>	- August				- Address - Addr	
	Failure to comply with the above requirements will result in the tender being disqualified.	1.00					
	1						
	INSTITUTION: BENEDICTINE HOSPITAL						and the second second second second
	PROPRIETARY ARTICLES:						
	All equipment and material used in this contract shall be	,					
	that which is specified or other approved.			and the same of th			
Wa	rds and Plants PS 1						and the second s
1.	USUTHU CLINIC	Each	01				

# COLLECTION SUMMARY

BENEDICTINE HOSPITAL (USUTHU CLINIC) INSTITUTION:

SERVICE FOR USUTHU CLINIC UPS PROJECT:

 ${\underline{\sf NOTE}}$ : THIS COLLECTION SUMMARY MUST BE COMPLETED IN FULL BY THE CONTRACTORAND RETURNED TOGETHER WITH THE TENDER FORM.

Collection Summary PS 1	R	negy magnesiya's maken keringi.
SUB-TOTAL	R	
ADD Provision for Value Added Tax Allow 15% of SUB-TOTAL		
TOTAL: CARRIED TO FORM	, R	



# PROVINCE OF KWAZULU-NATAL DEPARTMENT OF HEALTH

# SPECIFICATION FOR THE SERVICING OF UPS. AT BENEDICTINE HOSPITAL (ENHLEKISENI CLINIC)

Artisan Electrician: M.N. SHAMASE

Artisan Chief:

S.B. Dlamini

Institution: Benedictine Hospital

## PROJECT SPECIFICATION

The work to be carried out in terms of this section of the project comprises the service also supplying and installation of all the materials necessary, as per the Schedule of Rates

#### PART 1

# 1.1. SCOPE OF WORK

- > Service the attached list of UPS as per scope given.
- > Check termination for loose connection, burnt wires and any electrical defects.
- > Check all batteries and fill acid if required.
- > The report shall be clear with recommendations as required.
- No payment will be done if the report is not clear, complete and submitted.
- Quotation page shall be endorsing with the company stamp and submit.

## PART 2

# SERVICE FOR ENHLEKISENI CLINIC UPS

## 2.1 TECHNICAL SPECIFICATION

This TECHNICAL SPECIFICATION shall be read in conjunction with all other sections of the SPECIFICATION and cognisance shall be taken of the clauses relevant to this particular service, whether any specific clauses are referred to or not. NB. Contract period for this work 02 weeks after receiving purchase order.

## 3. MATERIALS:

- 3.6. Proprietary materials where specified are to be of the brand specified or other approved by the Department,
- 3:2. The materials are to be brought to the site for verification and approval by the hospital maintenance supervisor.
- 3.3. All materials, if and when required by the Department, will be subject to tests by the South African Bureau of Standards,

# 4. WORK TO BE DONE AND SCHEDULE OF PRICES: ENHLEKISENI CLINIC

tem	DESCRIPTION	UNIT	QTY	RATE/UNIT TOTA		TOTA	L	
····		متناه المتناه المتناع المتناع المتناع المتناع المتناء المتناع المتناء المتاع المتناء المتناء المتاع المتاع المتناع المتناء المتناع المتناع المتناع المتناع الم	har Tale and February to	R	C	R	C	-
all the last of th	NOTE:							
	All rates for Items contained in this Schedule of Prices							
	must be filled <b>excluding</b> the applicable Value Added Tax.							
	All prices shall include labour and transport.	,			***************************************			
	The Administration reserves the right to Negotiate prices.							
	in the Bill of Quantities							
	10. The contractor to provide their own water and electricity						1'	
	The contractor is not allowed to sleep on site				,		'	
	The contractor is not allowed to work during the weekends							
	<ol> <li>All rubbles must be removed and the contractor to comply with OHS Act</li> </ol>						ļ	
	11. The contractor to give a safety plan and work hand in hand with Hospital safety officer (This will be considered on evaluation)					i	1	
	12. The contractor to bring safety plan for working with live electrical.							
	RETURNABLE/REQUIREMENTS (evaluation criteria)							
	<ul> <li>CIDB Grading ME</li> <li>Trade test certificate for Artisan Electrician</li> <li>Proof of experience of service with similar nature of project (attach two orders and two completion certificates)</li> </ul>			The second secon				
	Failure to comply with the above requirements will result in the tender being disqualified.							
ti komuni vor	INSTITUTION: BENEDICTINE HOSPITAL	The spikes of th	ome and and in the same		والمراجعة المراجعة ا	nd artistanis participation of the latest constitu	The state of the s	V
<del> </del>	PROPRIETARY ARTICLES:	مناهدات المتعادد والإسريديات	race with early properties	TO THE STATE OF THE PARTY OF TH	nerijas jaspassa ja pastijas ja pastij		PERSONAL PRESENTATION	non long
	All equipment and material used in this contract shall be			ļ				
	that which is specified or other approved.							
War	de and Plants PS 1	tal transfer of Arthrey Commission	** ********************************	garage and a second		TO CAN TO LONG THE WAS	- programming that A plantainers of the state of	٠-=
1,	ENHLEKISENI CLINIC CLINIC	Each	01	and a second				ienc
and the second second		and the freeze of the second s		- y transport de l'estate d	TO A STATE OF THE PARTY OF THE			-42
	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	and the second second second	-	witnesser	mana Samana	errennen mercennen err	u-masanlinassanims.	T)Come

# **COLLECTION SUMMARY**

BENEDICTINE HOSPITAL (ENHLEKISENI CLINIC) INSTITUTION:

SERVICE FOR ENHLEKISENI CLINIC UPS PROJECT:

NOTE: THIS COLLECTION SUMMARY MUST BE COMPLETED IN FULL BY THE CONTRACTORAND RETURNED TOGETHER WITH THE TENDER FORM.

Collection Summary PS 1	R	
SUB-TOTAL	R	
ADD Provision for Value Added Tax Allow 15% of SUB-TOTAL		
TOTAL: CARRIED TO FORM	R	

# KWAZULU-NATAL PROVINCE HEALTH REPUBLIC OF SQUITH AFRICA

## **EVALUATION CRITERIA**

Quotation No.	ZNQ/BEN02-2025-2026	
Quotation Description	Servicing of UPS at Benedictine Hospital and 05 Clinics	

## **EVALUATION CRITERIA**

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

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

## **EVALUATION CRITERIA**



# STAGE 1: ADMINISTRATIVE, COMPULSORY COMPLIANCE AND MANDATORY REQUIREMENTS

NO.	REQUIREMENTS	INCLUDED IN THE PUBLISHED DOCUMENT?	TO BE RETURNED BY BIDDERI TENDERER?
	Administrative Compliance		<u> </u>
1.	PARTICULARS OF QUOTATION	YES	YES
2.	OFFICIAL PRICE PAGE FOR QUOTATIONS OVER R2 000.01	YES	YES
3.	BIDDER'S DISCLOSURE (SBD4)	YES	YES
4.	GENERAL CONDITIONS OF CONTRACT (GCC)	YES	YES
5.	SPECIAL CONDITIONS OF CONTRACT (SCC)	YES	YES
6.	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (SBD 6.1)	YES	YES
	Compulsory Compliance		
7.	SUPPLIER UPDATED CIPC REGISTRATION DOCUMENTS	NO	YES
8.	A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (For EMEs& QSEs)	NO	YES
	Mandatory Requirements	1	
9.	REQUIREMENT: CIDB – EB  CATEGORY 2.1.9	NO	YES

Note: This relates to administrative, compulsory and mandatory returnable documents which must be fully completed, and submitted, should you fail to submit any of the above returnable documents, your offer will be treated as non-responsive and will not proceed to the next stage of evaluation.

## **EVALUATION CRITERIA**



## STAGE 2: CAPACITY TO DELIVER

1.	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

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

## STAGE 4: PRICE AND PREFERENCE POINTS

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

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

## The Department has identified the following specific goal:

Specific Goal	Number of Points allocated	Proof To Claim Specific Goal (Returnable Documents)
Disability: Full points allocated to companies at least with 51% owned by Black Persons with disability	20	Provide Certified copy of SASSA Card Copy of director/ directors South African Identity document

#### NOTE:

- 1. Should the bidder submit false or fraudulent proof to claim for specific goals, the bidder may be immediately disqualified or contract may be terminated when concluded.
- Should a responsive bidder fail to submit proof to claim points, as stated above this will not result in disqualification, however, the bidder will not be awarded points for specific goals, only points for price will be allocated.

Bidders Initial here_____

# KWAZULU-NATAL PROVINCE

# **EVALUATION CRITERIA**

Official	Title (Ms/ Miss/ Mrs/ Mr/Dr)	Surname	Initials	Date	Signature
End User	MRS	SHAMASE	MN	05/02/2025	More mose
SCM Official	MRS	THUSI	GN	05/02/2025	Gullat