

# **Quotation Advert**

Opening Date:

05/06/2025

Closing Date:

12/06/2025

**Closing Time:** 

11:00

INSTITUTION DETAILS

Institution Name:

Town Hill Hospital

Province:

KwaZulu-Natal

Department of entity:

Department of Health

Division or section:

Supply Chain Management

Place where goods/

Townhill Hospital

service is required:

Date Submitted:

05/06/2025

# ITEM CATEGORY AND DETAILS

Quotation number:

ZNQ THH 21/2025-26

Item Category:

Goods

Item Description:

Supply/Deliver: Boilermaker & Carpentry Specification &

Addendum 1 Attached

Quantity (if supplies):

# **COMPULSORY BRIEFING SESSION / SITE VISIT**

Select Type: N/A

Date:

N/A

Time:

N/A

Venue:

N/A

# QUOTES CAN BE COLLECTED FROM:

http://www.kznhealth.gov.za/SCM/Advert/2023/november-2023.htm

QUOTES SHOULD BE DELIVERED TO: Tender Box Situated next to security Office, Main Entrance to Townhill Hospital (60 HYSLOP ROAD) or Faxed to 033 3

# **ENQUIRIES REGARDING ADVERT MAY BE DIRECTED TO:**

Name:

Mrs Junica Perumal

Email:

junica.perumal@kznhealth.gov.za

Contact number: 033 341 5622

Finance Manager Name: ~

Finance Manage signature:



PARTICULARS OF QUOTATION  YOU ARE USED ON A TOWNHILL HOSPITAL
YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: TOWNHILL HOSPITAL
FACSIMILE NUMBER: 033 345 5720 E-MAIL ADDRESS: No Emails will be accepted.
PHYSICAL ADDRESS: 60 HYSLOP ROAD ,PIETERMARITZBURG 3201
QUOTE NUMBER: ZNQ / THH 721 / 2025-26 VALIDITY PERIOD: 90 DAYS
DATE ADVERTISED: 05/06/2025 CLOSING DATE: 12/06/2025 CLOSING TIME: 11:00
DESCRIPTION: Supply/Deliver: Boilermaker & Carpentry Material as per specification attached(Addendum 1&Addendum 2)
CONTRACT PERIOD (IF APPLICABLE): N/A
DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS):
Tender Box Situated next to security Office ,Main Entrance to Townhill Hospital (60 HYSLOP ROAD) or Faxed to 033 345 572
ENQUIRIES REGARDING THE QUOTE MAY BE DIRECTED TO:
CONTACT PERSON: Mrs J Perumal /L Ntshingila TELEPHONE NUMBER: 033 341 5622/20
E-MAIL ADDRESS: junica.perumal@kznhealth.gov.za / nondumiso.mahlobo@kznhealth.gov.za
ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:
CONTACT PERSON: Mrs J Perumal /L Ntshingila TELEPHONE NUMBER: 033 341 5622/20
E-MAIL ADDRESS: Junica.perumal@kznhealth.gov.za / nondumiso.mahlobo@kznhealth.gov.za
Bidders should ensure that quotes are delivered timeously to the correct address. If the quote is late, it will not be accepted for consideration.
The quote box is open from 08:00 to 15:30.
QUOTATIONS MUST BE SUBMITTED ON THE OFFICIAL FORMS — (NOT TO BE RETYPED)
THIS QUOTE IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
THE FOLLOWING PARTICULARS OF BIDDER MUST BE FURNISHED  (FAILURE TO DO SO MAY RESULT IN YOUR QUOTE BEING DISQUALIFIED)
NAME OF BIDDER:
E-MAIL ADDRESS:
POSTAL ADDRESS:
STREET ADDRESS:
TELEPHONE NUMBER: FACSIMILE NUMBER:
CELLPHONE NUMBER: SARS PIN:
VAT REGISTRATION NUMBER (If VAT vendor):
CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO.
UNIQUE REGISTRATION REFERENCE:



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QUOTE NUMBE	R: ZNQ	,THH	141	,2025							
DESCRIPTION:	Suppl	y/Deliver B	oilmaker & Carp	entry Mater	ials as per specific	ation att	ached (Addend	um 1 & A	ddend	um :	2)
PREFERENCE PO	DINTS WILL BE	ALLOCATED	ACCORDING TO THE	IMPLEMENTATI	ON OF SPECIFIC GOALS	IN TERMS	OF PPR 2022:	POINTS	ALLOC	ATE	D
Promotion of Ente	erprises located	in a specific N	funicipality for work to	be done or serv	ices to be rendered in tha	at Municipa	lity		20		
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			& Addndum 2	Attached							
			NB Refer: Eval	luaton Criter	ia						
			Refer: Specifica	ation Attach	ed						
			Refer: Advert p	age for crite	eria						
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DOES THIS OFF	ER COMPLY IRM? ICLE CONFO	WITH THE S	PECIFICATION?	PECIFICATION	17				YES YES YES	/	NC
NAME OF BIDDE	≣R:				SIGNATURE OF BIDE	DER:	OWNHILL H	OSPITA	-		
CAPACITY UND	<b>ER WHIC</b> H TI	HIS QUOTE IS	S SIGNED:		[By signing this docum	nent, I lere	by age Galeda PIETERMAR DATE	Naffil Winditi ITZBUR 0	G <sup>s]</sup>		
							-520	-			-



BIDDER'S DISCLOSURE

SRD 4

## PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

## **BIDDER'S DECLARATION**

2.1. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise, employed by the state?

YES / NO

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

ULL NAME	IDENTITY NUMBER	NAME OF STATE INSTITUTION
<del></del> -		

2.2.	Do you, or any person connected with the bidder, have a relationship with any person who is employe	d by the procuring institution?	YES / NO
2.2.1.	If so, furnish particulars:		
2.3.	Does the bidder or any of its directors / trustees / shareholders / members / partners or any person ha enterprise have any interest in any other related enterprise whether or not they are bidding for this cor		YES / NO
2.3.1.	If so, furnish particulars:		
3	DECLARATION		
	I the undersigned (name)	submitting the accompanying hid	do berehu make

3.1.

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

- I have read and I understand the contents of this disclosure; 3.2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.
- 3.4. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation
- 3.5. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6. There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process-prior-to-and during the bidding-process-except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7. Tam aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

NAME OF BIDDER **SIGNATURE** POSITION DATE

the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence ecisions of the enterprise,

2 Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and to the figure as

3200



## GENERAL CONDITIONS OF CONTRACT

GCC

#### NOTES

The purpose of this document is to:

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

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.
- "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations. 1.3.
- 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. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, 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.
- 18 "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
- 1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1,20. "Project site," where applicable, means the place indicated in bidding documents.
- 1.21. "Purchaser" means the organization purchasing the goods.
- 1.22. "Republic" means the Republic of South Africa.
- 1.23. "SCC" means the Special Conditions of Contract.
- 1.24. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1 25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

#### 2 Application

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- Where applicable, special conditions of contract are also laid down to cover specific supplies, services of which the HOSPITAL Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply 400 2.2. 2.3. PIETERMARITZBURG
- 3
- General

  Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a 3.1. bid. Where applicable a non-refundable fee for documents may be charged.
- 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

### STANDARD QUOTATION DOCUMENT FOR QUOTATIONS ABOVE R2 000.01



### Standards

- 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.

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

# Packing

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

#### 10 **Delivery and documents**

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

# 11

The goods supplied under the contract shall be fully insured in a freely convertible currency against loss of damage included the contract shall be fully insured in a freely convertible currency against loss of damage included the contract shall be fully insured in a freely convertible currency against loss of damage included the contract shall be fully insured in a freely convertible currency against loss of damage included the contract shall be fully insured in a freely convertible currency against loss of damage included the contract shall be fully insured in a freely convertible currency against loss of damage included the contract shall be fully insured in a freely convertible currency against loss of damage included the contract shall be fully insured in a freely convertible currency against loss of damage included the contract shall be fully insured in a freely convertible currency against loss of damage included the contract shall be fully insured in a freely convertible currency against loss of damage included the contract shall be fully insured in a freely convertible currency against loss of damage included the contract shall be fully insured in a freely convertible currency against loss of damage included the contract shall be fully insured in a freely convertible currency against loss of damage included the contract shall be fully insured in a freely convertible currency against loss of damage included the contract shall be fully insured in a freely convertible currency against loss of damage included the contract shall be fully insured in a freely convertible currency against loss of damage included the contract shall be fully insured in a freely convertible currency against loss of damage included the contract shall be fully insured in a freely convertible currency against loss of damage included the contract shall be fully insured in a freely convertible currency against loss of damage in convertible currency against loss of the convertible currency against loss of the convertible currency again 11.1.

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## 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 manufactured or distributed by the supplier:
  - 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 automatically. At soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at the parties of the supplier's notice, the purchaser shall evaluate the situation and may at the parties of the supplier's notice, in which case the extension shall be ratified by the parties to appropriate for contract.
- 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, or a local authority.

  21.4. The right is reserved to procure outside as the analysis of the services from a national department of the services from a nati
- 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.





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

#### SAMPLES

7.

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

## COMPULSORY SITE INSPECTION / BRIEFING SESSION

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

(i) The institu	tion has determi	ned that a compu	ulsory site meeting Will I	not take plac	ce.	
(ii) Date:		1	Time:	<u>:</u>	Place:	
Institution Stamp:				Institution Site	e Inspection / briefing session Official:	
				Full Name:		
				Signature:		
				Date:		

### 8. STATEMENT OF SUPPLIES AND SERVICES

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

# 9. SUBMISSION AND COMPLETION OF SBD 6.1

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

# 10 TAX COMPLIANCE REQUIREMENTS

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

# 11 TAX INVOICE

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

# 12 PATENT RIGHTS

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

# 13. PENALTIES

- 13.1. If at any time during the contract period, the service provider is unable to perform in a timely manner, the service provider must notify the institution in writing/email of the cause of and the duration of the delay. Upon receipt of the notification, the institution should evaluate the circumstances and, if deemed necessary, the institution may extend the service provider's time for performance.
- 13.2. In the event of delayed performance that extends beyond the delivery period, the institution is entitled to purchase commodities of a similar quantity and quality as a substitution for the outstanding commodities, without terminating the contract, as well as return commodities delivered at a later stage at the sentire 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.
- 13.4. If the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance.



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# 14. TERMINATION FOR DEFAULT

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



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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.

# 4. 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:

 $Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin}\right)$   $Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin}\right)$ 

Where

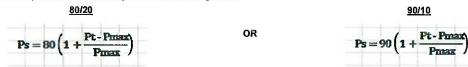
Ps = Points scored for price of tender under consideration

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



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Number of Number of



# 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

	The specific goal/s allocated points in terms of this tender	points allocated (80/20 system)	points <u>claimed</u> (80/20 system)
Promot	tion of Enterprises located in a specific Municipality for work to be done or services to be rendered in that Municipality	20	
	DECLARATION WITH REGARD TO COMPANY/FIRM		
4.3.	Name of company/firm:		
4.4.	Company registration number:		
4.5.	TYPE OF COMPANY/ FIRM [tick applicable box]  Partnership/Joint Venture / Consortium One-person business/sole propriety Close corporation Public Company Personal 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 sin 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 of 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 state may, in addition to any other remedy it may have —	nay be require	ed to furnish
	(a) disqualify the person from the tendering process;		
	<ul> <li>(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;</li> <li>(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrange cancellation;</li> <li>(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audiother side) rule has been applied; and</li> <li>(e) forward the matter for criminal prosecution, if deemed necessary.</li> </ul>	acted on a fra	audulent
	SIGNATURE(S) OF TENDERER(S)  SURNAME AND NAME:  DATE:  ADDRESS:		



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# ANNEXURE A: SPECIFICATION FORM ZNQ THH 21/2025-26

NAME OF PROCURING	TOWNHILL	HOSPITAL			
FACILITY					
ITEM DESCRIPTION	SUPPLY/DE	ELIVER TO SITE BOILERMAKER & CARPENTRY N	MATERIAL AS PER		
	ADDENDU	M 1 & ADDENDUM 2 attached.			
ITEM PURPOSE 1. For Maintenance Use					
ITEM DETAILED SPECIFICATION	ON (INCLUDI	E SIZE, COLOUR, MATERIAL, ETC.)	COMPLIES (YES/NO)		
		BOILERMAKER & CARPENTRY MATERIAL ADDENDUM 1 & ADDENDUM 2 attached			
QUALITY STANDARD Highest Quality is required					
UNIT OF MEASURE OR PACK	AGING I.E.	Quantities are stipulated on Addendum 1 & Adde	ndum 2 attached.		
(UNIT/BOX/ROLL/PACK/BAIL I	ETC)				
SAMPLE REQUIRED	N/A				
(YES/NO)					
IF YES WHEN AND HOW?					
ADDENDUM TO		·			
SPECIFICATION ATTACHED (YES OR NO)	YES - REF	ER ADDENDUM 1 & ADDENDUM 2			

SPECIFICATION APPROVED BY

SPECIFICATION APPROVED BY					
Name of End-user (in full)	A. NAIDOD	Name of SCM Rep (in full)	NUP NYSHINGILA		
Designation / Rank (in full)	CHIEF ARTISAN	Designation/ Rank (in full)	SCAND,		
Signature	, Adu	Signature	meller		
Date	05 06 2025	Date	05/06/2025		

Bidder Initial here: \_\_\_\_\_

GROWING KWAZULU-NATAL TOGETHER

TOWNHILL HOSPITAL P.O. BOX 400 PIETERMARITZBURG 3200

14119



# Addend um 1

Nō	DESCRIPTION	QUANTITY	QUOTE
1)	SA Pine Boards TDM	5 Sheets	R
2)	18mm thick x 610mm wide x 2400mm long Square Bar Mild Steel	15 lengths	R
3)	10mm x 10mm (6m Length) Round Bar Mild Steel	15 lengths	R
71	10mm (6m Length)		
4)	Angle Iron Mild Steel 40mm x 40mm x 3mm Thick (6m Length)	5 lengths	R
5)	Flat Bar Mild Steel 25mm x 2mm Thick (6m Length)	15 lengths	R
6)	Flat Bar Mild Steel 50mm x 5mm Thick (6m Length)	10 lengths	R
7)	Square Tube Mild Steel 25mm x 25mm x 3mm Thick (6m Length)	15 lengths	R
8)	Square Tube Mild Steel 40mm x 40mm x 3mm Thick (6m Length)	5 lengths	R
9)	Butterfly Weld On Hinges 65mm	20	R
10)	Wood screws 6mm x 100mm long	300	R
11)	Tek screws self-drilling 90mm long	500	R
12)	Expanded metal diamond mesh 358/VEM 6315F	10 Sheets	R
13)	Panel pins 30mm long	500 grams	R
14)	Panel pins 40mm long	500 grams	R
15)	Panel pins 50mm long	500 grams	R
16)	Panel pins	500 grams	R
	60mm long		

TOWNHILL HOSPITAL P.O. BOX 400 PIETERMARITZBURG 3200



Addendum 2.

(\$10	DESCRIPTION	QUANTITY	QUOTE
Μō	DESCRIPTION	QUANTITI	QUOTE
17)	Chipboard Screws	500	R
	6 x 16mm		
18)	Chipboard Screws	500	R
	6 x 20mm		
19)	Chipboard Screws	500	R
	6 x 30mm		
20)	Chipboard Screws	500	R
	6 x 40mm		
21)	Chipboard Screws	500	R
	6 x 50mm		
22)	Chipboard Screws	500	R
	8 x 25mm		
23)	Chipboard Screws	500	R
	8 x 30mm		
24)	Chipboard Screws	500	R
	8 x 40mm		
25)	Chipboard Screws	500	R
	8 x 50mm		
26)	Drywall screws fine thread (black)	500	R
	3.9mm x 40mm		
27)	4 inch round wire nails flat head	500	R
		SUB TOTAL	
-	VAT (a	15 (if vat vendor)	
		GRAND TOTAL	R
		_	



<sup>•</sup> KINDLY RETURN ALL DOCUMENTATION WHEN REPLYING





Quotation No.	ZNQ THH 21/2025-26
Quotation Description	Supply/Deliver Labels White as per specification form & Addendum 1 attached

# **EVALUATION CRITERIA**

This institution intends to evaluate valid quotations using **five (5) 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

- a. Quotation & Specification documents must be completed in full (brand names etc.' to be completed in full)
   should you fail to comply, your offer will be treated as non-responsive and will not proceed to the next stage of evaluation.
- b. All errors with calculations or incorrect amounts stipulated on the quotation document will disqualify the quotation document.
- c. CSD report must be in order.
- d. Certified BBBEE/Sworn Affidavit must be submitted with quotation document, should a responsive bidder fail to submit proof to claim points, this will not result in disqualification; however, the bidder will not be awarded points for specific goals (Race: full/patio/combination of points maybe be allocated to companies at least 51% owned by Black people).

# Stage 2: Capacity to Deliver

- a. As part of Risk management, if there is valid proof that the bidder was previously issued with an order and thereafter failed to deliver without acceptable reasons, the bidder will be treated as a defaulter and will not progress to the next stage of evaluation
- Stage 3: Compliance with Specification
- Stage 4: Price and Preference Points System (Specific Goals)
- Stage 5: Objective Criteria (Submission of Sample)



Bidder Initial here: \_\_\_\_\_



# STAGE 1: ADMINISTRATIVE, COMPULSORY COMPLIANCE AND MANDATORY REQUIREMENTS

NO.	REQUIREMENTS	INCLUDED IN THE PUBLISHED DOCUMENT?	TO BE RETURNED BY BIDDER/ TENDERER?
	Administrative Compliance		
1.	PARTICULARS OF QUOTATION	YES	YES
2.	OFFICIAL PRICE PAGE FOR QUOTATIONS OVER R2 000.01		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)		YES
9.	CENTRAL SUPPLIER DATABASE COMPLIANCE REPORT (CSD)	NO	YES
	Mandatory Requirements		
09.	THE BIDDER MUST PROVIDE PROOF THAT THE ITEMS TO BE SUPPLIED ARE SABS OR SANS APPROVED	NO	YES
10.	VALID COPY OF LICENCE ISSUED BY SOUTH AFRICAN HEALTH PRODUCTS REGULATORY-AUTHORITY (SAHPRA), AUTHORIZING YOUR COMPANY TO MANUFACTURE/WHOLESALER/DISTRIBUTE MEDICAL DEVICES	NO	YES

Note: This relates to administrative, compulsory and mandatory returnable documents which must be fully completed, and submitted, should you fail to submit any of the above returnable documents, your offer will be treated as non-responsive and will not proceed to the next stage of evaluation. The department reserve a right to verify validity of the documents submitted, should it be discovered that the information submitted is misrepresented or falsified the quotation will be disqualified or contract maybe be terminated.



Bidder Initial here:

# **EVALUATION CRITERIA**



# STAGE 2: CAPACITY TO DELIVER

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

# STAGE 3: COMPLIANCE WITH SPECIFICATION

Requirement	Complies with
	Specification
	Yes INo
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)
Race – Full/patio/combination of points maybe be allocated to companies at least 51% owned by Black people	20	BBBEE Certificate/Sworn Affidavit     CSD Database from National Treasury

# NOTE:

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

# STAGE 5: OBJECTIVE CRITERIA (SUBMISSION OF SAMPLE)

- 1. At least three bidders who scored the highest points will be required to submit samples, the institution will only accept and award compliant sample.
- 2. Should all three bidders fail to submit sample, the next three highest scoring bidders will be requested to submit samples
- 3. Should all samples be rejected, the quotation process will start afresh.
- 4. The Department reserves the right to negotiate prices, if prices quoted are considered to be non-market related.
- 5. Note, the samples will be requested via email.

TOWNHILL HOSPITAL P.O. BOX 400 PIETERMARITZBURG 3200

Bidder Initial here: