KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

Quotation Advert

Opening Date: 20/08/2025
Closing Date: 27/08/2025

Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: Greys Hospital

Province: KwaZulu-Natal

Department of entity: Department of Health

Division or section: Supply Chain Management

Place where goods/ service is required: Grey's Hospital

Date Submitted: **20/08/2025**

ITEM CATEGORY AND DETAILS

Quotation number: **GRS: 199/05/25**

Item Category: Goods

Item Description: Annual service to all switch gears and cradles

Quantity **48**

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Compulsory Site Meeting

Time: ~~**11:00**~~ 12:00

Venue: **Maintenance Department**

Date: **22/08/25**

QUOTES CAN BE COLLECTED FROM: KZN Health Website

QUOTATION MUST BE DEPOSITED ON THE TENDER BOX SITUATED NEXT TO SECURITY BOTTOM GATE, 201 TOWN BUSH ROAD, BEFORE THE CLOSING DATE AND TIME OF TENDER

ENQUIRIES REGARDING ADVERT MAY BE DIRECTED TO:

Name: **Mr M.J Mdakane**

Email: **N/A**

Contact number: 033 897 3479

Finance Manager Name: Mr B.L Buthelezi

Finance Manage signature:

KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

STANDARD QUOTATION DOCUMENT FOR QUOTATIONS UP TO R1 000 000

PARTICULARS OF QUOTATION

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: GREY'S HOSPITAL

FACSIMILE NUMBER: 033 897 3006 E-MAIL ADDRESS: N/A

PHYSICAL ADDRESS: 201 TOWNBUSH ROAD NOTHERN PARK PIETERMARITZBURG 3201

QUOTE NUMBER: ZNQ / GRS / 199 /05 .25 VALIDITY PERIOD: 90 DAYS

DATE ADVERTISED: 20/08/25 CLOSING DATE: 27/08/25 CLOSING TIME: 11:00

DESCRIPTION: ANNUAL SERVICE TO ALL LV SWITCH GEARS AND CRADLES AT GREY'S HOSPITAL

CONTRACT PERIOD (IF APPLICABLE): ONCE OFF

DEPOSITED IN THE QUOTE BOX SITUATED AT *(STREET ADDRESS)*:
201 TOWNBUSH ROAD, GREY'S HOSPITAL PIETERMARITZBURG 3201
GREY'S HOSPITAL TENDER BOX, MAIN GATE

ENQUIRIES REGARDING THE QUOTE MAY BE DIRECTED TO:

CONTACT PERSON: Mr M.J Mdakane TELEPHONE NUMBER: 033 897 3479

E-MAIL ADDRESS: N/A

ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

CONTACT PERSON: SR Muthwa TELEPHONE NUMBER: 033 897 3332

E-MAIL ADDRESS: N/A

Bidders should ensure that quotes are delivered timeously to the correct address. If the quote is late, it will not be accepted for consideration.

The quote box is open from 08:00 to 15:30.

QUOTATIONS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RETYPED)

THIS QUOTE IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

THE FOLLOWING PARTICULARS OF BIDDER MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR QUOTE BEING DISQUALIFIED)

NAME OF BIDDER: _____

E-MAIL ADDRESS: _____

POSTAL ADDRESS: _____

STREET ADDRESS: _____

TELEPHONE NUMBER: _____ FACSIMILE NUMBER: _____

CELLPHONE NUMBER: _____ SARS PIN: _____

VAT REGISTRATION NUMBER (If VAT vendor): _____

CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO. | M | A | A | A | | | | | | | |

UNIQUE REGISTRATION REFERENCE:

								-					-					-					-									

OFFICIAL PRICE PAGE FOR QUOTATIONS UP TO R1 000 000

QUOTE NUMBER: ZNQ / GRS / 199 / 05 / 25

DESCRIPTION: ANNUAL SERVICE TO ALL LV SWITCH GEARS AND CRADLES AT GREY'S HOSPITAL

THE BELOW PREFERENCE POINTS WILL BE ALLOCATED IN COMPLIANCE WITH THE DEPARTMENTAL PREFERENCE PROCUREMENT POLICY (KNOWN AS SCM PPP):	POINTS ALLOCATED
RDP Goal: Full points allocated to promote enterprises owned by Youth	20

ICN NUMBER	QUANTITY	UNIT OF MEASURE	DESCRIPTION	BRAND & MODEL	COUNTRY OF MANUFACTURE	PRICE R	PRICE C
	12	each	Annual service to all LV switch gears and				
			cradles at Grey's Hospital				
			Specification attached				
			EVALUATION CRITERIA ATTACHED				
VALUE ADDED TAX @ 15% (Only if VAT Vendor)							
TOTAL QUOTATION PRICE (VALIDITY PERIOD 90 Days)							

DOES THIS OFFER COMPLY WITH THE SPECIFICATION? YES / NO

IS THE PRICE FIRM? YES / NO

DOES THE ARTICLE CONFORM TO THE S.A.N.S. / S.A.B.S. SPECIFICATION? YES / NO

STATE DELIVERY PERIOD (E.G. 3 DAYS, 1 WEEK) _____

NAME OF BIDDER: _____ SIGNATURE OF BIDDER: _____

[By signing this document, I hereby agree to all terms and conditions]

CAPACITY UNDER WHICH THIS QUOTE IS SIGNED: _____ DATE: _____

CLARITY ON DECLARATION OF INTEREST SBD 4 (a)

BIDDER NAME	

LEGISLATION ON DISCLOSURE OF INTEREST

The Public Service Act 103 of 1994 indicates in section 30(1) that "No employee shall perform or engage himself or herself to perform remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department."

Furthermore, in terms of the Public Service Regulations paragraph 13(c), "An employee shall not conduct business with any organ of state or be a director of a public or private company conducting business with an organ of state, unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the Public Finance Management Act"

Treasury Regulations 16A8.4 further indicates that "If a supply chain management official or other role player, or any close family member, partner or associate of such official or other role player, has any private or business interest in any contract to be awarded, that official or other role player must-(a) disclose that interest; and (b) withdraw from participating in any manner whatsoever in the process relating to that contract."

CLARITY ON HOW TO DISCLOSE

Clause 2.2 of the Bidders Disclosure (SBD4), require the bidder to disclose a relationship with any person employed by the entire KZN Department of Health, even if that person is not employed by the procuring institution. The Department may use other Computer Assisted Techniques to verify possible interest, should you be found to have failed to disclose correctly, your bid/quotation will be treated as a false declaration, treated as non-responsive and disqualified.

For example, if the tender is advertised or invited by Addington Hospital, yet the person with interest is employed by Manguzi Hospital, as long as that official is employed by the Department of Health, the bidder is required to disclose interest. Therefore the question is, do you, or any person connected with the bidder, have a relationship with any person who is employed by the KZN Department of Health? If so, please furnish particulars on Bidders Disclosure (SBD4) section 2.2.1, as attached below,

I read the above clarity on disclosure of interest and I commit to disclose as directed, should I fail to disclose correctly, I am aware of the consequences, which may include disqualification of my offer.

BIDDER SURNAME AND INITIALS _____ SIGNATURE _____ DATE _____

SBD 4

BIDDER'S DISCLOSURE

1 PURPOSE OF THE FORM

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

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

2 BIDDER'S DECLARATION

2.1. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest[1] 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.

FULL NAME	IDENTITY NUMBER	NAME OF STATE INSTITUTION

2.2. Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution[2]? **YES / NO**

2.2.1. If so, furnish particulars: _____

2.3. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES / NO**

2.3.1. If so, furnish particulars: _____

3 DECLARATION

I, the undersigned,(name) _____ in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1. 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 consortium[3] 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 relates.

3.5. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6. There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.7. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

NAME OF BIDDER	SIGNATURE	POSITION	DATE

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

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

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

GENERAL CONDITIONS OF CONTRACT

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.

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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. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7. "Day" means calendar day.

1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA

1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14. "GCC" means the General Conditions of Contract.

1.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20. "Project site," where applicable, means the place indicated in bidding documents.

1.21. "Purchaser" means the organization purchasing the goods.

1.22. "Republic" means the Republic of South Africa.

1.23. "SCC" means the Special Conditions of Contract.

1.24. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

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

3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

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.

9. Packing

9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2. Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

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.

16.4. 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 fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) the name and address of the supplier and / or person restricted by the purchaser;

(ii) the date of commencement of the restriction

(iii) the period of restriction; and

(iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

24.1. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such 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 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 wilful 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.

30. Applicable law

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

31. Notices

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 rigging).

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 obscurities regarding technical aspects of the offer, to obtain confirmation of prices or preference claims in cases where it is evident that a typing, written, transfer or unit error has been made, to investigate the vendor's standing and ability to complete the supply/service satisfactorily.

3.3. ***ALL DECISIONS TAKEN BY THE DEPARTMENT ARE FINAL, INCLUDING THE AWARD OR CANCELLATION OF THIS QUOTATION.***

3.4. The price quoted must include VAT (if VAT vendor).

3.5. Should a bidder become a VAT vendor after award or during the implementation of a contract, they may not request the VAT percentage from the Department as the service provider made an offer during the period they were not registered as a VAT vendor. The Department is only liable for any VAT from registered VAT vendors as originally stated on the quotation document.

3.6. The bidder must ensure the correctness & validity of the quotation:

(I) that the price(s), rate(s) & preference quoted cover all for the work/item (s) & accept that any mistakes regarding the price (s) & calculations will be at the bidder's risk;

(II) it is the responsibility of the bidder to confirm receipt of their quotation and to keep proof thereof.

3.7. The bidder must accept full responsibility for the proper execution & fulfilment of all obligations conditions devolving on under this agreement, as the Principal (s) liable for the due fulfilment of this contract.

3.8. This quotation will be evaluated based on the 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.

6. 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 complied 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.

7. 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 institution has determined that a compulsory site meeting will not take place.

(ii) **Date:** / / **Time:** : Place: _____

Institution Stamp:	Institution Site Inspection / briefing session Official: Full Name: _____ Signature: _____ Date: _____

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;
(vii) 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.

14.3. 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 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.

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

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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:

80/20

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

OR

90/10

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

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:

80/20

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

OR

90/10

$$Ps = 90\left(1 + \frac{Pt - Pmax}{Pmax}\right)$$

Where
Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below.
Note to tenderers: The tenderer must indicate how they claim points for each preference point system.

The specific goal/s allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system)
RDP Goal: Full points allocated to promote enterprises owned by Youth	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 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)

SURNAME AND NAME: _____

DATE: _____

ADDRESS: _____

_____

_____

KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

DIRECTORATE:

Postal Address Private Bag X 9001 Pietermaritzburg 3200
GREYS HOSPITAL : SUPPLY CHAIN MANAGEMENT
Physical Address: 201 Town Bush Road, Pietermaritzburg 3200
Tel: 033 897 3769 Fax: 086 746 1680 Email address: Sbongiseni.ndlovu@kznhealth.gov.za
www.kznhealth.gov.za

Evaluation Criteria

Quotation No.	**GRS 199/05/25**
Quotation Description	**ANNUAL SERVICE TO ALL LV SWITCH GEARS AND CRADLES**

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
Stage 2: Capacity to Deliver
Stage 3: Compliance with Specification
Stage 4: Price and Preference Points System (Specific Goals)
Stage 5: Objective Criteria (Submission of Sample)

KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

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	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.	CENTRAL SUPPLIER DATABASE COMPLIANCE REPORT (CSD)	NO	YES
	Mandatory Requirements		

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

STAGE 2: CAPACITY TO DELIVER

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

STAGE 3: COMPLIANCE WITH SPECIFICATION

Requirement	Complies With Specification Yes /No
1.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 **2.A b-bbee status level verification certificate/ sworn affidavit (for emes& qses)**	

KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

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 points allocated to promote enterprise owned by Youth	20	1. Ownership Certificate issued by the Companies and Intellectual Property Commission (CIPC). 2. The Department will download CSD to check and validate if information provided is the same.
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. Note, the sample will be requested via email.
2. Should all three bidders fail to submit sample, the next three highest scoring bidders will be requested to submit samples. **Note, the sample will be requested via email.**
3. The Department reserves a right to negotiate prices if deemed to be too exorbitant.

KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

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GREY'S HOSPITAL
MAINTENANCE DEPARTMENT

ANNUAL SERVICE TO ALL LV SWITCHGEARS AND CRADLES AT GREY'S HOSPITAL.

1. GENERAL CONDITIONS OF CONTRACT

- The work contained in this contract will be carried out on site of the existing Institution.
- The Contractor is advised that the existing premises will be occupied throughout the period of the contract.
- Any damages done or occurring to any of the buildings will be repaired at the expense of the contractor.
- The repairs must be to the satisfaction of the KwaZulu- Natal Department of Health.
- The whole service and repairs shall be carried out in accordance with the South African Bureau of Standards Code of Practice for the application of National Building Regulations, the KZNPA Standard Preambles to all Trades, the KZNPA General Electrical Specification, the South African Bureau of Standards Code of Practice for the Wiring of Premises and the Occupational Health and Safety Act 85 of 1993 as amended.
- All faults are to be reported and documented.
- Only contractors firm specializing in this type of work (Core Business) and all approved of the department will be considered.
- Valid letter of good standing from Department of Labour
- All equipment removed is to remain on site and handed over to the Maintenance Manager.
- The Bidder's / Contractors will be responsible for all masonry work associated with the electrical installation and making good of all work related to the electrical installation. The patching and painting must be to the satisfaction of the KwaZulu-Natal Department of Health.

SCOPE OF WORK:

- Open the circuit-breaker and check that the operating mechanism springs are discharged.
- Visually inspect the circuit-breaker from the outside to find any dust, dirt or damage of any kind and clean the breaker.
- Check the percentage of wear of the contacts.

Preliminary operations

- Remove the flange of the release and turn the screws
- Remove the front escutcheon plate.
- Remove the arcing chambers by removing the screws, checking contact wear.
- Open the circuit-breaker
- Remove the arcing chamber
- Adjustment of moving contact detachment.
- Check current transformers
- Check Terminal support insulating cover.
- Check Horizontal rear terminals.
- Check Main fixed contact plates.
- Check Fixed arcing contact plates.
- Check Main moving contact plates.
- Check moving arcing contact plates.
- Check Arcing chamber.
- Ensure that Operating and control parts of the operating mechanism and release tripped signals are as per settings and manufacturing specification.
- Check and service the cradles.
- Check Circuit-breaker closing and opening operating mechanism.
- Check Closing springs.
- Check Spring charging geared motor.
- Check Lever for manually charging the closing springs.
- Check Racking-out device.
- Check Service releases (shunt closing release, shunt opening release and under voltage.

Operating and signalling parts

- Check Pushbutton for the manual opening operation
- Check Lever for manual charging of the closing springs
- Check Mechanical indicator for circuit-breaker open "O" and closed "I" Check Mechanical

indicators for release tripped.
- Check Pushbutton for the manual closing operation.
- Check Signalling device for springs charged/discharged.
- Check Operation counter.
- Check Key lock on the closing operation.
- Check Mechanical indicator for circuit-breaker connected, test connected, and disconnected.
- heck Seat for the racking-in/out lever
- Check Lever releasing the racking-in/out operation
  Item to be inspected
- Operating mechanism/electrical accessories
- Arcing and main contacts
- 3 Arcing chambers
- Main circuit – Bus bars - Isolating contacts
- Earthing pliers
- Earth connections.
- Auxiliary circuit power supply voltage.
- Operating and control parts.

Remedy
- Clean with brushes or dry cloths
- Replace damaged springs
- Put the rings back in place and tighten screws and nuts appropriately
- Replace the straps and connect the detached wires correctly.
- Smooth the contacts with emery cloth
- Use compressed air and remove the fumes and any slag with a brush.
- Replace the arcing chamber.
- Remove the shutters and clean with a rough cloth soaked in a suitable solvent and lubricate moderately with neutral grease.
- Tighten the screws suitably clean with a rough cloth soaked in a suitable solvent and lubricate moderately with neutral grease and tighten the nuts fully.
- The releases and locking devices must operate normally for values between 85% and 110% of the relative rated voltage.
- Perform all mechanical operator and contact alignment tests on both the breaker and its operating mechanism in accordance with manufacturer s data.
- Perform resistance tests through bolted connections with low –resistance.
- Perform insulation-resistance tests on each pole, phase to phase and phase to ground with the circuit breaker closed and across each pole for one minute.
- Perform a contact /pole –resistance tests
- Perform insulation –resistance tests on all control wiring with respect to ground.

Dip Switch
- Make adjustments to the trip settings in accordance with the coordination study.
- Determine minimum pickup current.

Bidders must complete the following schedule

ANNUAL SERVICE TO ALL LV SWITCHGREARS AND CRADLES AT GREY'S HOSPITAL	QUANTITY	COST OF EACH UNIT	TOTAL COST
Service to all LV switchgears and cradles at grey's hospital	48		
Safety File			
		TOTAL	

NOTE: Only companies who specialize in this type of work may undertake this project and it must be the core business function.
The sites must be left clean and tidy by the contractor.
Before carrying out any maintenance work, report to Maintenance Engineering Department.
Service provider to submit a report for each LV switchgear after service.
Must be prepared to work on a Saturdays and after hours.
Must produce proof of accreditation to service and repair LV switchgears.
If any after service repairs are necessary, service provider must submit a quotation.

SECTION: EVALUATION CRITERIA

The Department will evaluate applications received before the closing date and time using Three (3) evaluation phases, these are peremptory requirements, should the applicant fail to comply, the application will be regarded as non-responsive and be disqualified. The criteria are as follows:

Evaluation will be based on the following:

- Phase 1: Minimum Compulsory Requirements
- Phase 2: Technical Evaluation Criteria
- Phase 3: Price and Preferential Point

Phase 1: Minimum Compulsory Requirements
The Bidder shall complete and submit the following returnable schedules and documents:

NO.	SECTION/ SCHEDULE	COMPULSORY (YES / NO) NON-SUBMISSION WILL RENDER BIDDERS NON-RESPONSIVE	COMPULSORY (YES / NO) FOR BID EVALUATION PURPOSES	FOR OFFICIAL USE ONLY		
				YES	NO	N/A
Prospective Bidders MUST ensure that the following Sections of the bid document MUST be completed in ALL respects to qualify for the next stage of evaluation:						
1.	Section A: Invitation to Bid (SBD1)	Yes	Yes			
2.	Section B: Special instructions and notices to bidders regarding the completion of bidding forms.	Yes	Yes			
3.	Section C: Authority to sign a bid	Yes	Yes			
4.	Section D: Bidder's Disclosure (SBD 4)	Yes	Yes			
5.	Section E: The National Industrial Participation Programme (SBD 5)	Yes	Yes			
6.	Section F: Declaration That Information on Central Supplier Database is Correct and up to Date.	Yes	Yes			
7.	Section G: General Conditions of Contract	Yes	Yes			
8.	Section H: Preference Points Claimed	Yes	Yes			
9.	Section I: Conditions of Bid	Yes	Yes			
10	Section J: Technical Specifications	Yes	Yes			
11	Section K: Pricing Schedule	Yes	Yes			
12	Section L: Specification	Yes	Yes			
Prospective Bidders MUST provide the following as per the Mandatory Requirements:						
1.	The Consortium/ Joint Venture/ Partnership agreement, if applicable. (Certified Copies).	Yes If Applicable	Yes			
2.	A Status Level Verification Certificate/Sworn Affidavit (For EMEs& QSEs).must be submitted in order to qualify for points.	Yes	Yes			
3.	Proof of Registration and Letter of Good Standing for COIDA with valid reference.	**Yes**	**Yes**			

NO.	SECTION/ SCHEDULE	COMPULSORY (YES / NO) NON-SUBMISSION WILL RENDER BIDDERS NON-RESPONSIVE	COMPULSORY (YES / NO) FOR BID EVALUATION PURPOSES	FOR OFFICIAL USE ONLY		
				YES	NO	N/A
4.	Proof of Business Address (Utility Bill, or alternatively, a Letter from the Ward Councilor or lease agreements)	No	No			
5.	The bidder shall submit accreditation certificate from ECB/DOL.	Yes	Yes			
6.	The Bidder shall submit Safety Plan /Programme of works	Yes	Yes			
7.	The bidder shall submit Directors CV 's, Technicians Qualifications Accreditation	No	No			
8.	The bidder shall submit the proof, certificates and REFERANCES of the similar services that has been rendered to public service and private service	No	No			
9.	Proof of registration, CIDB 1 EB or above	Yes	Yes			
10.	Certified copy of Technician's competence certificate (Electrician) and Must produce proof of accreditation to service and repair LV switchgears.	Yes	Yes			

Phase 2: Technical Evaluation Criteria

Phase 3: Price and Preference Points

The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- Points for this bid shall be awarded for: Price; and Status Level of Contributor.

The maximum points for this bid are allocated as follows:

CATEGORY	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and must not exceed	**100**

STATUS LEVEL OF CONTRIBUTOR:
In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the status level of contribution in accordance with the table below:

STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS (80/20 SYSTEM)

1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Failure on the part of a bidder to submit proof of Status Level of Contributor together with the bid will be interpreted to mean that preference points for Status Level of Contributor is not being claimed, and zero (0) points will be allocated for B-BBEE.

The department reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the department.

Verified by End User:

Name of End-user: (in full)	
Designation / Rank (in full)	
Signature	
Date	

SPECIAL CONDITIONS OF CONTRACT

1. CHANGE OF ADDRESS

1.1. Bidders must advise the Department of Health's Central Supply Chain Management Unit, Contract Section, should their ownership and/or address (domicilium citandi et executandi) details change from the time of bidding to the expiry of the contract.

2. DELIVERY CONDITIONS

2.1. Delivery of service must be made in accordance with the instructions appearing on the official order form.

2.2. Contractors must adhere strictly to the delivery periods stipulated by them in their bid document.

2.3. The instructions appearing on the official order form regarding the supply, dispatch and submission of invoices must be strictly be adhered to.

2.4. All invoices must be submitted in the original.

2.5. Deliveries not complying with the order form will be returned to the contractor at the contractor's expense.

3. ENTERING OF HOSPITAL/CLINIC STORES

3.1. No representative from a company shall be permitted to enter the hospital/clinic premises, buildings or containers where stores are kept unless he/she is accompanied by the responsible official in charge of stores. Before entering the hospital/clinic premises, buildings or containers where stores are kept, the company representative must in writing, motivate why entry is necessary and written authority must be obtained to enter from the Head of the Institution.

4. FIRM PRICES AND ESCALATIONS

4.1. The prices must be firm for the first year of the contract period. Price increases shall be considered using Consumer Price Index (CPI) for year 2 and 3 or the relevant Regulatory Body's Pricing Tables.

4.2. Where, however, in exceptional circumstances, a claim is submitted, the Department reserves the right to request any further information that may justify the claim and has the discretion to consider the claim, or not, and approve the claim, subject to availability of budget and within a reasonable range

5. VALUE ADDED TAX (VAT)

5.1. All bid prices must be inclusive all applicable taxes, even if the bidder is not a vat vendor.

5.2. Bidders who make taxable supplies in excess of R1 million in any 12-month consecutive period are liable for compulsory VAT registration, but an entity may also choose to register voluntarily provided that the minimum threshold of R50 000 (as of 1 March 2010) has been exceeded in the past 12 month period. Bidders who meet the above requirement must register as VAT vendors, if successful, within one month of award of bid.

5.3. **VAT will not be included** after an award of the bid or during contract management period

6. STATEMENT OF SUPPLIES AND SERVICES

6.1. The contractor shall, monthly, furnish particulars of supplies delivered or services executed. Such information must be submitted to the Department of Health Supply Chain Management, Contract Management as follows:

(i) Name of institution.
(ii) Orders received – order number & catalogue number & quantity delivered.
(iii) Price.

6.2. Historical value and volume reports may be requested by the Department of Health, Supply Chain Management, during the term of the contract for the following:

a) SUPPLIER MEASURES

- Delivery period adherence
- Quality adherence

6.3. This information will be submitted at the expense of the contractor.

7. INSPECTION FOR QUALITY

7.1. All deliveries to authorised participants will be subjected to a visual examination and scrutiny by the relevant participants, and/or inspection for quality by Provincial Quality Control Laboratories in the Republic of South Africa, and/or inspection for quality by an accredited South African National Accreditation Section (SANAS) testing agency.

7.2. In the event of products tested, the contractor will bear the cost of any item failing to meet the relevant standard.

8. INVOICES AND PAYMENTS

8.1. All invoices submitted by the Contractor must be Tax Invoices indicating item description, catalogue number, quantity ordered and quantity delivered, unit price, total price, the amount of tax charged and the total invoice amount.

8.2. 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) The value of the supply, the amount of tax charged and the consideration for the supply; or
(g) Where the amount of tax charged is calculated by applying the tax fraction to 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.

8.3. A contractor shall be paid by the institution concerned, in accordance with supplies delivered and services rendered.

8.4. 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.

8.5. Any query concerning the non-payment of accounts must be directed to the institution concerned. The following protocol will apply if accounts are queried:

(i) Contact must be made with the officer-in-charge of stores;

(ii) If there is no response from stores, the finance manager of the institution must be contacted.

9. IRREGULARITIES

9.1. Companies are encouraged to advise the Department of Health timeously of any possible irregularities which might come to their notice in connection with this or other contracts.

10. PERIOD OF CONTRACT

Two weeks

UNSATISFACTORY PERFORMANCE

10.1. Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.

(i) The institution shall warn the contractor by registered/certified mail that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the contractor does not perform satisfactorily despite the warning the institution will:

a) Take necessary action in terms of its delegated powers.

(ii) When correspondence is addressed to the contractor, reference will be made to the contract number/item number/s and an explanation of the complaint.

11. PREFERENCES

11.1. Should the Contractor apply for preferences in the submission of his bid, and it is found at a later stage that these applications were incorrect or made under false pretences, the Department may, at its own right:

i. Recover from the Contractor all costs, losses or damages incurred or sustained by the Department as a result of the award of the Contract; and/or

ii. Cancel the contract and claim any damages which the Department may suffer by having to make less favourable arrangements after such cancellation.

iii. The Department may impose penalties, however, only if provision therefore is made in the Special Conditions of Bid.

12. RESTRICTION OF BIDDING

The Accounting Officer or his/her delegate must:

a) Notify the supplier and any other person of the intention to restrict it doing business with KZN-DoH by registered mail. The letter of restriction must provide for:

I. The grounds for restriction;
II. The period of restriction which must not exceed 10 years;
III. A period of 14 calendar days for the supplier to provide reasons why the restriction should not be imposed.

b) The Accounting Officer his/her delegate:

I. May regard the intended penalty as not objected to and may impose such penalty on the supplier, should the supplier fail to respond within the 14 days; and
II. Must assess the reasons provided by the supplier and take the final decision.

c) If the penalty is imposed, the Accounting Officer must inform National Treasury of the restriction within 7 calendar days and must furnish the following information:

I. The name and address of the entity/ person to be restricted;
II. The identity number of individuals and the registration number of the entity; and
III. The period of restriction.

d) National Treasury will load the details on the Database of Prohibited Vendors.

13. CONTRACTOR'S LIABILITY

15.1 In the event of the contract being cancelled by the Department in the exercise of its rights in terms of these conditions, the Contractor shall be liable to pay to the Department any losses sustained and/or additional costs or expenditure incurred as a result of such cancellation, and the Department shall have the right to recover such losses, damages or additional costs by means of set-off from moneys due or which may become due in terms of the contract or any other contract or from guarantee provided for the due fulfilment of the contract and, until such time as the amount of such losses, damages or additional costs have been determined, to retain such moneys or guarantee or any deposit as security for any loss which the Department may suffer or may have suffered.

15.2 The Contractor may be held responsible for any consequential damages and loss sustained which may be caused by any defect, latent or otherwise, in supply or service rendered or if the goods or service as a result of such defect, latent or otherwise, does not conform to any condition or requirement of the contract.

14. DEPARTMENTAL PROPERTY IN POSSESSION OF A CONTRACTOR

16.1 The Department's property supplied to a Contractor for the execution of a contract remains the property of the Department and shall at all times be available for inspection by the Department or its representatives. Any such property in the possession of the Contractor on the completion of the contract shall, at the Contractor's expense, be returned to the Department forthwith.

16.2 The Contractor shall be responsible at all times for any loss or damages to the Department's property in his possession and, if required, he shall furnish such security for the payment of any such loss or damages as the Department may require.

15. RIGHTS TO PROCURE OUTSIDE THE CONTRACT

17.1 The Department reserves the right to procure goods outside the contract in cases of urgency or emergency or if the quantities are too small to justify delivery costs, or if the goods are obtainable from another organ of State or if the Contractor's point of supply is not situated at or near the place where the goods are required or if the Contractor's goods are not readily available.

17.2 No provision in a contract shall be deemed to prohibit the obtaining of goods or services from a Department or local authority.

16. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION

18.1 The Contractor shall not, without the Department'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 Department in connection therewith, to any person other than a person employed by the Contractor 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.

18.2 The Contractor shall not, without the Department's prior written consent, make use of any document or information mentioned in SCC clause 18.1 except for purposes of performing the contract.

18.3 Any document, other than the contract itself mentioned in SCC clause (18.1) shall remain the property of the Department and shall be returned (all copies) to the Department on completion of the Contractor's performance under the contract of so required by the Department.

18.4 The Contractor shall permit the Department to inspect the Contractor's records relating to the performance of the Contractor and to have them audited by auditors appointed by the Department, if so required by the Department.

SECTION K C

CONDITIONS OF BID

The bid is issued in accordance with the following subject to the provisions of the General Conditions of Contract:

i. Section 217 of the Constitution,
ii. The PFMA and its Regulations in general,
iii. The Preferential Procurement Policy Framework Act (PPPFA) of 2000
iv. National Treasury guidelines

The special terms and conditions are supplementary to that of the General Conditions of Contract. Where, however, the special terms and conditions are in conflict with the General Conditions of Contract, the Special Terms and Conditions prevail.

(a) **Bidder/s must ensure that they are fully aware of all the conditions contained in this bid document.**

(b) **Only bidders that fully meet the specifications and all conditions will be considered.**

1. ACCEPTANCE OF A BID

1.1. The Department of Health Bid Adjudication Committee is under no obligation to accept any bid. Only those bidders who comply with the bid specifications and compliance requirements will be listed on the panel of Service Providers.

2. CERTIFICATE OF COMPLIANCE

2.1. If the bidder submits offers for items that make reference to South African National Standards (SANS) or South African Bureau of Standards (SABS) specifications, a Certificate of Compliance must be submitted with the bid document at the time of closing of the bid. SABS/SANS can be contacted for testing and conformity services at Tel: 031 203 2900/ Fax: 031 203 2907. SANS, SABS AND CKS specifications will be for the account of the prospective bidder.

2.2. Failure to submit the certificate, where applicable, will result in the bid being disqualified. The Department reserves its rights to contact SABS/SANS/CKS for testing and conformity services.

2.3. The South African National Accreditation System (SANAS) is recognized by the South African Government as the single National Accreditation Body that gives formal recognition that Laboratory, Certification Bodies, Inspection Bodies, Proficiency Testing Scheme Providers and Good Laboratory Practice (GLP) test facilities are competent to carry out specific tasks. This organization can be contacted as follows: Tel: 012 3943760: Fax: 012 3940526.

2.4. Prior to an award of the bid being made and/or during the evaluation process, the Department of Health reserves the right to conduct inspections of the premises of the most acceptable bidder. Therefore, premises of the bidder shall be open, at reasonable hours, for inspection by a representative of the Department of Health or organization acting on its behalf.

2.5. Any specification/s and conformity testing will be for the account of the prospective bidder.

2.6. In the event of the bidder not being the actual manufacturer and will be sourcing the product(s) from the manufacturer, a letter from the manufacturer confirming firm supply arrangement(s) including lead times in this regard, must accompany the bid at closing date and time. If the bidder is the manufacturer, a letter confirming that the bidder is the manufacturer should accompany the bid at the closing date and time.

3. COMPLIANCE WITH SPECIFICATION

3.1. Offers must comply strictly with the specification.
3.2. Offers exceeding specification requirements will be deemed to comply with the specification.
3.3. The quality of services/ supply must not be less than what is specified.

4. EQUAL BIDS

4.1. If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for B-BBEE.

4.2. If functionality is part of the evaluation process and two or more tenderers score equal total points and equal preference points, the contract must be awarded to the tenderer that scored the highest points for functionality.

4.3. If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

5. LATE BIDS

5.1. Bids are late if they are received at the address indicated in the bid documents after the closing date and time.

6. MORE THAN ONE OFFER/ COUNTER OFFERS

6.1. Should the bidder make more than one offer, where applicable, against any individual item, such offer/s must be detailed in the Schedule of Additional Offer/s. The Department reserves its rights in and to the consideration of any additional offer/s subject to compliance with specification and the bidding conditions.

6.2. Bidders' attention is drawn to the fact that counter offers with regard to any of the abovementioned Special Terms and Conditions will invalidate such bids.

6.3. Bidders are at liberty to bid for one, a number of items, or bid for all items. If a bidder is not bidding for all the items, the appropriate price page must reflect: 'nil quote'.

7. ONLY ONE OFFER RECEIVED

7.1. Where only 1 offer is received, the Department of Health will determine whether the price is fair and reasonable. Proof of reasonableness will be determined as follows:

(i) Comparison with prices, after discounts, to the bidder's other normal clients and the relative discount that the State enjoys;

(ii) Where this is not possible, profit before tax based on a full statement of relevant costs; and

(iii) In all cases, comparison with previous bid prices where these are available

8. AWARD OF BID (S)

8.1. The Department of Health Bid Adjudication Committee reserves the right to award the bid to one or more than one bidder, provided that the respective bidders' offers comply with the specification and meets all the conditions attached to the bid.

8.2. Notification of the intention to award the bid shall be in the same media that the bid was advertised.

1.1. In terms of Practice Note Number: SCM-07 of 2006, Section 5: Appeal Procedure, 5.1 "A bidder aggrieved by a decision of the Departmental Bid Adjudication Committee or a delegate of an accounting officer may appeal to the Bid Appeals Tribunal in the prescribed manner" The bidder must, within five working days of the publication of the notice of intention to award, in the Government Tender Bulletin, deliver a written notification of an intention to appeal to Provincial Treasury, Secretariat, Bid Appeals Tribunal, Tel no: 033-897 4200

1.2. After all appeals, should they be lodged, have been dealt with by the Bid Appeals Tribunal, the successful bidder (s) shall be notified in writing by a duly authorised official of the Department of Health, Central Supply Chain Management Unit. A formal contract will then be entered into by both parties

2. REGISTRATION ON THE CENTRAL SUPPLIER DATABASE (CSD)

9.1 A bidder submitting an offer must be registered on the Central Supplier Database. A bidder who has submitted an offer and is not registered on the Central Supplier Database will not be considered.

9.2 Each party to a joint venture/ consortium must be registered on the Central Suppliers Database at the time of submitting the bid.

NB.: IF A BIDDER IS FOUND TO BE EMPLOYED BY THE STATE AND IS ON THE CENTRAL SUPPLIER DATABASE, THE BIDDER WILL BE DISQUALIFIED.

10 TAX COMPLIANCE REQUIREMENTS

10.1 Bidders must ensure compliance with their tax obligations.

10.2 No award may be made to any bidder who is not tax compliant either on the Central Supplier Database or SARS e-Filing system at the time of finalisation of the award of the bid. The Onus is on the bidder to ensure that their tax affairs are in order and is valid on the CSD.

11 TRUST, CONSORTIUM OR JOINT VENTURE

11.1 In terms of the Preferential Procurement Policy Framework Act and Regulations, as amended, a Trust, Consortium or Joint Venture must submit a consolidated Status Level Verification Certificate for every separate bid.

11.2 A separate B-BBEE Certificate must be submitted by each company participating in the Trust, Consortium or Joint Venture.

11.3 The non-submission of a B-BBEE Certificate by a Trust, Consortium or Joint Venture will result in zero (0) preference points being allocated for evaluation purposes.

11.4 Should this bid be submitted by a Joint Venture, the Joint Venture agreement must accompany the bid document.

11.5 The Joint Venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.

11.6 The Joint Venture/Consortium must submit a formal agreement that outlines the roles and responsibilities of each member of the Joint Venture/ Consortium, nomination of an authorised person to represent the Joint Venture or Consortium in all matters relating to this bid and the details of the bank account for payments to be affected.

11.7 No award will be made to a Trust/ Joint Venture/ Consortium that is not tax compliant at the finalisation of the award.

11.8 For verification purposes, each party must submit separate proof of TCS/ PIN / CSD number.

12 VALIDITY PERIOD OF BID AND EXTENSION THEREOF

12.1 The validity (binding) period for the bid will be **180 days** from close of bid.

12.2. However, circumstances may arise whereby the department may request bidders to extend the validity (binding) period. Should this occur, the department will request bidders to extend the validity (binding) period under the same terms and conditions as originally offered for by bidders? This request will be done before the expiry of the original validity (binding) period

KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

OFFICIAL BRIEFING SESSION / SITE INSPECTION CERTIFICATE

Site/building/institution involved: GREY'S HOSPITAL
Quotation No.:

ANNUAL SERVICE TO ALL LV SWITCHGEARS AND CRADLES AT GREY'S HOSPITAL.

THIS IS TO CERTIFY THAT..... OF (STATE NAME OF TENDERER)
..... VISITED AND INSPECTED THE SITE ON
..... (DATE) AND IS THEREFORE FAMILIAR WITH THE CIRCUMSTANCES AND THE A SCOPE OF THE SERVICE TO BE RENDERED.

.....
SIGNATURE OF TENDERER OR AUTHORISED REPRESENTATIVE

DATE: .....

.....
SIGNATURE OF DEPARTMENTAL REPRESENTATIVE

DEPARTMENTAL STAMP:

DATE: .....