



**KWAZULU-NATAL PROVINCE**

HEALTH  
REPUBLIC OF SOUTH AFRICA

## Quotation Advert

**Opening Date:** 02/05/2023

**Closing Date:** 10 ~~05~~ /05/2023

**Closing Time:** 11:00

### INSTITUTION DETAILS

**Institution Name:** Dr Pixley Ka Isaka Seme Memorial Hospital

**Province:** KwaZulu-Natal

**Department of entity:** Department of Health

**Division or section:** Supply Chain Management

**Place where goods/  
service is required:** DR PIXLEY KA ISAKA SEME MEMORIAL H

**Date Submitted:** 02/05/2023

### ITEM CATEGORY AND DETAILS

**Quotation number:** DPM1062/22-23

**Item Category:** Goods

**Item Description:** DISPOSABLE MOUTHPIECES

**Quantity (if supplies)** 38 UNITS

### COMPULSORY BRIEFING SESSION / SITE VISIT

**Select Type:** Not applicable

**Time:** Not applicable

**Venue:** Not applicable

**QUOTES CAN BE COLLECTED FROM:** DOWNLOADABLE FROM KZI

QUOTES SHOULD BE DELIVERED TO 310 BHEJANE STREET, KWAMA

DR PIXLEY KA ISAKA SEME MEMORIAL HOSPITAL



**PARTICULARS OF QUOTATION**

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: DR PIXLEY KA ISAKA SEME MEMORIAL

FACSIMILE NUMBER: N/A E-MAIL ADDRESS: pixley.quotations@kznhealth.gov.za

PHYSICAL ADDRESS: 310 BHEJANE STREET, KWAMASHU 4360, GATE 3 DR PIXLEY KA ISAKA

QUOTE NUMBER: ZNQ / DPM / 1062 / 22 / 23

DATE ADVERTISED: 02/05/2023 CLOSING DATE: 10/05/2023

DESCRIPTION: DISPOSABLE MOUTHPIECE (PACK OF 100)

CONTRACT PERIOD (IF APPLICABLE): \_\_\_\_\_

DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS):  
310 BHEJANE STREET , KWAMASHU 4360, GATE 3 , DR PIXLEY KA ISAKA SEME MEMORIAL

**ENQUIRIES REGARDING THE QUOTE MAY BE DIRECTED TO:**

CONTACT PERSON: ZAMA DLADLA TELEPHONE NUMBER: 031 530 1111  
E-MAIL ADDRESS: pixley.quotations@kznhealth.gov.za

**ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:**

CONTACT PERSON: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_

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

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.

**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: \_\_\_\_\_





**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 impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various laws, the bidder is required 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/s is/are excluded 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 in the enterprise, employed by the state?
- 2.1.1. If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietors / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

FULL NAME	IDENTITY NUMBER	NAME OF STATE ENTERPRISE

- 2.2. Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procurer?
- 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 any other related enterprise whether or not they are bidding for this contract?
- 2.3.1. If so, furnish particulars: \_\_\_\_\_

**3 DECLARATION**

I, the undersigned,(name) \_\_\_\_\_ in submitting the bid, hereby declare 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<sup>2</sup> will not be construed as collusion.
- 3.4. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the bid specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to be supplied.
- 3.5. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any person other than the procurer at any 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 procurer in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid to the procurer; 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 referred to in section 1 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal offences under the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal offences under the Prevention of Organized Crime Act No 12 of 2004 or any other applicable legislation.



## 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

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.

- 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). Wherever there is a conflict, the provisions in the SCC shall prevail.

### 1 Definitions

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract 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 contract.
- 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 encourages exports internationally.
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied, when, through manufacturing, processing or substantial and major assembly of components, a commercially recognizable new article having 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 site in accordance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than those in its home market 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, which may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, pestilence 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, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid price 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.
- 1.16. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which are imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other charges, such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry, 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 content does not include the cost of transport, insurance, handling, warehousing, and other charges.
- 1.18. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and other resources.
- 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 services.



#### 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 a pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and only as 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 the contract 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 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 appoint a person to be 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 in 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 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 fulfill 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 another country 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 after the completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in the contract.

#### 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 performance be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by the purchaser 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 the purchaser has decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment to 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 the 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 shall 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 conform with the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the supplier shall be liable for the cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser shall have the 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 non-compliance 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 transport, storage, and handling, without limitation, such as handling during transport.



## 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 the 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 purchaser; and
  - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and repair of the supplied goods.
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed by the purchaser 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:
- 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 release the supplier from its 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 order spare parts; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications for the spare parts.

## 15 Warranty

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current model, and free from any recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods 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 the purchaser at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port of origin to the 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 goods, or any portion 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, at its option, elect to have the goods repaired or replaced by another supplier as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have 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 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 to the purchaser.
- 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 stated in the bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension.

## 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 purchaser.

## 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 written consent.



21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall result in the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 23.2. Penalties.

21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, procure supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract, 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, to the 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 specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, the difference between the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of delay 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 the 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 of time agreed upon 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 performing 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 conditions as it may determine to be appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for the cost of such procurement in excess of the contract price for 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 preventing 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 required to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to do so within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose the restriction.

23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, apply to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the past 12 months / 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.

23.7. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Related Activities Act, 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name is endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. 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 a countervailing payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State may require the contractor to make a payment required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is required or imposed, or where the amount of such provisional payment or any such right is reduced or a countervailing right is abolished, the difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from any other contract or any other amount which may be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render, or any other contract or any other amount which may 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





- 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then the purchaser may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter shall take place unless notice is given to the other party.
- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5. Notwithstanding any reference to mediation and/or court proceedings herein,  
(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and  
(b) the purchaser shall pay the supplier any monies due the supplier.
- 28 Limitation of liability**
- 28.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;  
(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to repair 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 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 shall 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 ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall constitute such notice.
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be calculated from the 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 on the contract.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contract.
- 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 shall require a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Service.
- 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 awarded.
- 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, an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or is / are 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 a restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible intervention 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, may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, suspend the bidder(s), whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period of up to five years / 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 (domicil) 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 regarding technical aspects of the offer, to obtain confirmation of prices or preference claims in cases where it is evident a 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 THE CONTRACT.**
- 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 Department as the service provider made an offer during the period they were not registered as a VAT vendor. The Department will only accept offers 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 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 the bidder as Principal (s) liable for the due fulfilment of this contract.
- 3.8. This quotation will be evaluated based on the 80/20 points system, specification, correctness of information and/or full 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) 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 under the Prevention of Corruption and Acquisition Fraud Act.

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

- 4.1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa. The masculine gender shall include the feminine and the neuter.
- 4.2. Under no circumstances whatsoever may the quotation/bid forms be retyped or redrafted. Photocopies of the original forms are not acceptable. An original signature must appear on such photocopies.
- 4.3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
- 4.4. Quotations submitted must be complete in all respects. However, where it is identified that information in a bidder's response regarding preference points or price, is incomplete in any respect, the said supplier meets all specification requirements and score preference points and price, the Department reserves the right to request the bidder to complete/ submit such information.
- 4.5. Any alteration made by the bidder must be initialled; failure to do so may render the response invalid.
- 4.6. Use of correcting fluid is prohibited and may render the response invalid.
- 4.7. Quotations will be opened in public as soon as practicable after the closing time of quotation.
- 4.8. Where practical, prices are made public at the time of opening quotations.



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

**6. SAMPLES**

6.1. In the case of the quote document stipulating that samples are required, the supplier will be informed in due course when the institution. (This decreases the time of safety and storage risk that may be incurred by the respective institution). The institution will advise the bidder 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 requirements.
- (ii) If samples are not collected within three months of close of quote the institution reserves the right to dispose of the samples.

6.2. **Samples must be made available when requested in writing or if stipulated on the document.**

If a Bidder fails to provide a sample of their product on offer for scrutiny against the set specification when requested, the institution reserves the right to:

- (i) testing will be for the account of the bidder.

**7. COMPULSORY SITE INSPECTION / BRIEFING SESSION**

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

- (i) The institution has determined that a compulsory site meeting will not take place.

(ii) **Date:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ **Time:** \_\_\_\_\_ : \_\_\_\_\_ **Place:** \_\_\_\_\_

Institution Stamp:	Institution Site Inspection / briefing session  Full Name: _____  Signature: _____  Date: _____
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**8. STATEMENT OF SUPPLIES AND SERVICES**

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

**9. SUBMISSION AND COMPLETION OF SBD 6.1**

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

**10. TAX COMPLIANCE REQUIREMENTS**

10.1. In the event that the tax compliance status has failed on CSD, it is the suppliers' responsibility to provide a SARS pin number to the institution to verify the tax compliance status of the supplier.

10.2. In the event that the institution cannot validate the suppliers' tax clearance on SARS as well as the Central Suppliers List, the institution reserves the right to consider and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.

**11. TAX INVOICE**

11.1. A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:

- (i) the name, address and registration number of the supplier;
- (ii) the name and address of the recipient;
- (iii) an individual serialized number and the date upon which the tax invoice was issued;
- (iv) a description and quantity or volume of the goods or services supplied;
- (v) the official department order number issued to the supplier;
- (vi) the value of the supply, the amount of tax charged;
- (vii) the words tax invoice in a prominent place.

**12. PATENT RIGHTS**

12.1. The supplier shall indemnify the KZN Department of Health (hereafter known as the purchaser) against all third-party claims for patent infringement arising from the use of the goods or services supplied.



**14. TERMINATION FOR DEFAULT**

- 14.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier 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
- 14.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and conditions as are appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for the cost of such goods, works or services.
- 14.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction preventing such supplier from doing business with the public sector for a period not exceeding 10 years.

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



**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2000**

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

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DEFINITIONS AND REGULATIONS IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2002**

**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 shall 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 subsequent to the award, in regard to preferences, in any manner required by the organ of state.

**4. DEFINITIONS**

- (a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide 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 including 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 to originate 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 immovable property, 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

$$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

OR

$$P_s = 90$$

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration



**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 allocated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 to which documentary 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 a 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 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 bidder will 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 systems.

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.

<p>The specific goal/s allocated points in terms of this tender</p>
<p>Promotion of South African owned enterprises</p>

**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 information provided 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 tender;
  - 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 will provide 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 been breached, 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 for the performance of the contract; and
    - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the date of the award of the contract (other side) if it has been applied; and