



**KWAZULU-NATAL PROVINCE**  
HEALTH  
REPUBLIC OF SOUTH AFRICA

## Quotation Advert

**Opening Date:** 01/11/2023

**Closing Date:** 07/11/2023

**Closing Time:** 11:00

### INSTITUTION DETAILS

**Institution Name:** Mosvold Hospital

**Province:** KwaZulu-Natal

**Department of entity:** Department of Health

**Division or section:** Supply Chain Management

**Place where goods/  
service is required:** Mosvold Hospital

**Date Submitted:** 01/11/2023

### ITEM CATEGORY AND DETAILS

**Quotation number:** MVH129/ 2023 / 2024

**Item Category:** Goods

**Item Description:** Supply Service Shoes

### COMPULSORY BRIEFING SESSION / SITE VISIT

**Select Type:** Not applicable

**Time:** Not applicable

**Venue:** Not applicable

**QUOTES CAN BE COLLECTED FROM:** KZN Health Website

**QUOTATION MUST BE DEPOSITED ON THE TENDER BOX SITUATED TO SECURITY MAIN GATE, BEFORE THE CLOSING DATE AND TIME OF TENDER**


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

**Name:** MR Sikhumbuzo Ndlovu

**Email:** Nonhlanhla.zikhali@kznhealth.gov.za

**Contact number:** 035 591 0122

**Finance Manager Name:** Mrs NP Myeni

**Finance Manager signature:** 





**KWAZULU-NATAL PROVINCE****HEALTH**  
REPUBLIC OF SOUTH AFRICA**DIRECTORATE:****MOSVOLD HOSPITAL**

Postal Address: Private Bag X2211, Ingwavuma, 3969

Physical Address: 1 Main Road, Ingwavuma, 3968

Tel: 035 – 591-0122 Fax: 035 – 591-0146

Email address: nomusa.mnqube@kznhealth.gov.za

www.kznhealth.gov.za

**Enquiries: Zikhali N****SERVICE SHOES FOR SIZE**

SIZE	QTY MALE	QTY FEMALE	UNIT PRICE
SIZE 4	00	05	
SIZE 5	04	14	
SIZE 6	09	16	
SIZE 7	13	25	
SIZE 8	16	20	
SIZE 9	14	17	
SIZE10	06	00	
SIZE11	02	00	
SIZE 10	02	00	

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<sup>1</sup> 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? 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<sup>2</sup> 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
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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 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

5/3/11

NOTES

The purpose of this document is to:

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

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

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

**1 Definitions**

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "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 markets its goods on own initiative in the RSA at lower prices than that of the country of origin, 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 transportation 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, except, hiring, battery, 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](http://www.treasury.gov.za)

**1 Standards**

1.1. 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, rain 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 issued 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, acquisition, transportation, storage and delivery in the manner specified in the SCC.

**12 Transportation**

12.1 The supplier shall be responsible for the transportation of the goods to the place of destination.

**13 Incidental services**

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

**14 Spare parts**

As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- 14.1. (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 the 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 installed at the place of destination indicated in the contract, or in substitution (if provided after the end of the period from the date of delivery of the goods 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, investigate, correct, repair or replace, at its expense, any defective goods, and shall bear the cost of transportation of the goods 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, pending the supplier's 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 contract if not already specified in the bid. Such notification, if 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 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 causes. As far 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 third party, provided that such provision is authorized by the purchaser.
- 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.



20

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 deliver any 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 then, 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 each supplier from doing business with the public sector for a period not exceeding five 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 10 days to provide reasons why the contemplated restriction should not be imposed. Should the purchaser fail to impose a restriction within the 10-day period, the purchaser may request the imposition of such restriction on the supplier for a period of 5 years.

23.5. Any restriction imposed on any person by the Accounting Director / Authority will, at the discretion of the Accounting Director / Authority, be limited to the person or persons who are directly or indirectly associated with the person or persons who are restricted, and who are directly or indirectly associated with the person or persons who are restricted. The Accounting Director / Authority shall have the authority to extend the period of restriction.

23.6. In a restriction imposed, the purchaser shall, within five (5) working days of the imposition, furnish the supplier with written notice of the restriction referred to:

- (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 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 security, nor be in default or in breach, and to the extent that his delay in performance or total failure to perform his obligations under the contract is the result of the 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 relieved or 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 to obtain suitable alternative means for performance not provided by the force majeure event.

25.3. Force Majeure shall include:

the purchaser may at any time terminate the contract by giving written notice to the supplier, if the supplier delivers or fails to deliver any goods or services, and termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right or obligation of the purchaser which has accrued or will accrue thereafter to the purchaser.

## 26 Settlement of Disputes

26.1. 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.

- 27.1.1.1. The supplier shall be responsible for the delivery of the goods to the purchaser's premises, unless otherwise specified in the contract documents.
- 27.1.1.2. The supplier shall be responsible for the delivery of the goods to the purchaser's premises, unless otherwise specified in the contract documents.
- 27.1.1.3. The supplier shall be responsible for the delivery of the goods to the purchaser's premises, unless otherwise specified in the contract documents.
- 27.1.2. Notwithstanding any reference to mediation and/or court proceedings herein,  
 (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and  
 (b) the purchaser shall pay the supplier any monies due the supplier.
- 28 Limitation of liability**
- 28.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;  
 (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and  
 (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29 Governing language**
- 29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 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. The time mentioned in the contract documents for performing any act after such addressed notice has been given, shall be reckoned from the date of such notice.
- 31.2. The time mentioned in the contract documents for performing any act after such addressed notice has been given, shall be reckoned from the date of such notice.
- 31.3. The time mentioned in the contract documents for performing any act after such addressed notice has been given, shall be reckoned from the date of such notice.
- 31.4. The time mentioned in the contract documents for performing any act after such addressed notice has been given, shall be reckoned from the date of such notice.
- 31.5. The time mentioned in the contract documents for performing any act after such addressed notice has been given, shall be reckoned from the date of such notice.
- 32 National Industrial Participation (NIP) Programme**
- 32.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP requirements.
- 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.

1. **Administrative and VAT considerations**
  - 1.1. Any alteration to or cancellation of the provisions of the Contract shall be deemed to have no effect unless such alteration or cancellation is in writing and signed by the Department.
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) 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) that the contractor/bidder of the bidder to confirm receipt of their quotation within 24 hours of receipt of the quotation document.
  - 3.7. The quotation and the evaluation thereof shall be based on the QU/20 point system, specialisation, correctness of information and/or timeliness criteria. Offer evaluation must be completed in full and submitted.
  - 3.8. The bidder must work with this specification.
  - 3.9. The lowest and/or best or are quoted than the specification will be considered.
  - 3.10. Only one price must be quoted for each item. An additional supply or price for the same item must be included in the quoted price for delivery at the prescribed destination.
  - 3.11. Only one price may be quoted for each item. An additional supply or price for the same item must be included in the quoted price for delivery at the prescribed destination.
  - 3.12. Only one price may be quoted for each item. An additional supply or price for the same item must be included in the quoted price for delivery at the prescribed destination.
  - 3.13. Only one price may be quoted for each item. An additional supply or price for the same item must be included in the quoted price for delivery at the prescribed destination.
  - 3.14. Only one price may be quoted for each item. An additional supply or price for the same item must be included in the quoted price for delivery at the prescribed destination.
  - 3.15. Only one price may be quoted for each item. An additional supply or price for the same item must be included in the quoted price for delivery at the prescribed destination.
  - 3.16. Only one price may be quoted for each item. An additional supply or price for the same item must be included in the quoted price for delivery at the prescribed destination.
  - 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.
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 and with words importing 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 bid documentation may be used, but 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, 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.
  - 4.5. Any alteration made by the bidder must be initialed; failure to do so may render the response invalid.
  - 4.6. Use of electronic bids is prohibited and may render the response invalid.
  - 4.7. All quotations must be signed by a public officer or person authorised to do so by the Department.
  - 4.8. All quotations must be signed by a public officer or person authorised to do so by the Department.
  - 4.9. All quotations must be signed by a public officer or person authorised to do so by the Department.
  - 4.10. All quotations must be signed by a public officer or person authorised to do so by the Department.
  - 4.11. All quotations must be signed by a public officer or person authorised to do so by the Department.
  - 4.12. All quotations must be signed by a public officer or person authorised to do so by the Department.
  - 4.13. All quotations must be signed by a public officer or person authorised to do so by the Department.
  - 4.14. All quotations must be signed by a public officer or person authorised to do so by the Department.
  - 4.15. All quotations must be signed by a public officer or person authorised to do so by the Department.
  - 4.16. All quotations must be signed by a public officer or person authorised to do so by the Department.
  - 4.17. All quotations must be signed by a public officer or person authorised to do so by the Department.
  - 4.18. All quotations must be signed by a public officer or person authorised to do so by the Department.
  - 4.19. All quotations must be signed by a public officer or person authorised to do so by the Department.
  - 4.20. All quotations must be signed by a public officer or person authorised to do so by the Department.
5. **Submission of quotations**
  - 5.1. All quotations must be submitted in sealed envelopes with the relevant question number on the envelope or kept in a sealed envelope with the relevant question number on the envelope. Where, however, a quotation is received open, it shall be considered. If it is received in a sealed envelope, it shall be considered. If it is received in a sealed envelope, it shall be considered.
  - 5.2. All quotations must be submitted in sealed envelopes with the relevant question number on the envelope or kept in a sealed envelope with the relevant question number on the envelope. Where, however, a quotation is received open, it shall be considered. If it is received in a sealed envelope, it shall be considered. If it is received in a sealed envelope, it shall be considered.
  - 5.3. All quotations must be submitted in sealed envelopes with the relevant question number on the envelope or kept in a sealed envelope with the relevant question number on the envelope. Where, however, a quotation is received open, it shall be considered. If it is received in a sealed envelope, it shall be considered. If it is received in a sealed envelope, it shall be considered.
  - 5.4. 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.

10.4.1.2. The institution reserves the right to reject any offer that does not comply with the above specifications.

10.4.1.3. The institution reserves the right to request samples from all bidders. Bidders who do not provide samples will be deemed to have failed to comply with the specifications. The institution reserves the right to request samples from any bidder who is not a bidder who has been awarded the contract. The institution reserves the right to request samples from any bidder who is not a bidder who has been awarded the contract.

(i) If a company's who has not won the quote requires their samples, they must advise the institution in writing of their requirements and resources for time of safety and storage risk that may be incurred by them who has not been awarded the contract.

(ii) If samples are not collected within three months of close of quote the institution reserves the right to dispose of them at their discretion.

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

If a Bidder fails to provide a sample of their product on offer for scrutiny against the set specification when requested, their offer will be rejected. All 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 Official: Full Name: _____ Signature: _____ Date: _____
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10.4.1.4. The institution reserves the right to request samples from all bidders. Bidders who do not provide samples will be deemed to have failed to comply with the specifications. The institution reserves the right to request samples from any bidder who is not a bidder who has been awarded the contract. The institution reserves the right to request samples from any bidder who is not a bidder who has been awarded the contract.

10.4.1.5. The institution reserves the right to request samples from all bidders. Bidders who do not provide samples will be deemed to have failed to comply with the specifications. The institution reserves the right to request samples from any bidder who is not a bidder who has been awarded the contract. The institution reserves the right to request samples from any bidder who is not a bidder who has been awarded the contract.

10.4.1.6. The institution reserves the right to request samples from all bidders. Bidders who do not provide samples will be deemed to have failed to comply with the specifications. The institution reserves the right to request samples from any bidder who is not a bidder who has been awarded the contract. The institution reserves the right to request samples from any bidder who is not a bidder who has been awarded the contract.

**10. TAX COMPLIANCE REQUIREMENTS**

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

**11. TAX INVOICE**

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

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

**12. PAYMENT TERMS**

The supplier shall address the NZN Department of Health (hereafter known as the purchaser) directly at the necessary financial and administrative details to ensure that the supplier's invoice is processed and payment is made in a timely manner.

**13. DELIVERY**

The supplier shall ensure that all goods are delivered to the institution in a timely manner and in accordance with the specifications. The institution reserves the right to reject any goods that do not comply with the specifications.

**14. PENALTY**

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.

- (ii) if the supplier fails to perform any other obligation(s) under the contract; or
- (iii) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 14.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services.
- 14.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
15. THE DEPARTMENT RESERVES THE RIGHT TO PASS OVER ANY QUOTATION WHICH FAILS TO COMPLY WITH THE ABOVE.

1.2.1.1 The applicable preference point systems are applicable to requirements for articles  
 1.2.1.1.1 The 80/20 system for requirements with a Rand value of up to R20 000 000, not applicable to the requirements for  
 1.2.1.1.2 The 90/10 system for requirements with a Rand value above R20 000 000, not applicable to the requirements for

1.2.2 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.

1.7. 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.

1.8. 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.

1.9. 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.

1.10. 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.

(e) This Act means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)

1.11. 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.

3.1. POINTS AWARDED FOR PRICE

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

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

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

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:

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

Where  
 Ps = Points scored for price of tender under consideration  
 Pt = Price of tender under consideration  
 Pmin = Price of lowest acceptable tender



**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, which is subject to the award of the contract as stated in the conditions of this tender.

In terms of the organ of state bound to use Regulation 5(2) of the regulations, which states that, if it is found essential the award of a contract on a point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(b) a contract for the supply of furniture, general office equipment, the supply of goods or the provision of a central system controlled by one or more computers,

the tender documents must stipulate—

(i) the specific goals;

(ii) the number of points to be awarded for each goal;

(iii) the number of points to be awarded for each goal;

(iv) the total number of points available.

For specific goals allocation points in terms of table 1:

Goal 1	10
Goal 2	10
Goal 3	10

Production of components manufacturing in the Province of KwaZulu-Natal

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

Other (specify)

Company

Trust

Other

I hereby declare that the person named in table 1 is the person who will be responsible for the supply of the goods or services specified in the tender.

I hereby declare that the person named in table 1 is the person who will be responsible for the supply of the goods or services specified in the tender.

I hereby declare that the person named in table 1 is the person who will be responsible for the supply of the goods or services specified in the tender.

If the person named in table 1 is not the person who will be responsible for the supply of the goods or services specified in the tender, I hereby declare that I will be responsible for the supply of the goods or services specified in the tender.

I hereby declare that the person named in table 1 is the person who will be responsible for the supply of the goods or services specified in the tender.

I hereby declare that the person named in table 1 is the person who will be responsible for the supply of the goods or services specified in the tender.

If the specific goals have been awarded or obtained on a fraudulent basis or any of the conditions or terms of award have been violated, I hereby declare that I will be responsible for the supply of the goods or services specified in the tender.

(a) 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

(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 as a result of 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: \_\_\_\_\_