



Quotation Advert

Opening Date: 04/09/2023

Closing Date: 08/09/2023

Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: Osindiweni Hospital

Province: KwaZulu-Natal

Department of entity: Department of Health

Division or section: Central Supply Chain Management

**Place where goods/
service is required:** Osindisweni hospital

Date Submitted: 04/09/2023

ITEM CATEGORY AND DETAILS

Quotation number: OSI 249 -23-24

Item Category: Goods

Item Description: Biofocal clear

Quantity (if supplies): 450 units

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Not applicable

Date: [Click here to enter a date.](#)

Time: [Click here to enter text.](#)

Venue:

QUOTES CAN BE COLLECTED FROM: uploaded on website

QUOTES SHOULD BE DELIVERED TO: Security main gate tender box

ENQUIRIES REGARDING ADVERT MAY BE DIRECTED TO:

Name: Mr N E Shange

Email: N/A

Contact number: 032 5419342

Finance Manager Name: Mr M J Mthembu

Finance Manager Signature  _____

P-P

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 interest¹ 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 consortium² will not be construed as collusive bidding.
- 3.4. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6. There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

| | | | |
|----------------|-----------|----------|------|
| NAME OF BIDDER | SIGNATURE | POSITION | DATE |
|----------------|-----------|----------|------|

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

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

1 Definitions

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. "GCC" means the General Conditions of Contract.
- 1.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. "Project site," where applicable, means the place indicated in bidding documents.
- 1.21. "Purchaser" means the organization purchasing the goods.
- 1.22. "Republic" means the Republic of South Africa.
- 1.23. "SCC" means the Special Conditions of Contract.
- 1.24. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2 Application

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

3 General

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

4 Standards

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

5 Use of contract documents and information; inspection.

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

6 Patent rights

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

7 Performance security

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

8 Inspections, tests and analyses

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

9 Packing

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

10 Delivery and documents

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

11 Insurance

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

12 Transportation

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

13 Incidental services

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision of 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 this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16 Payment

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

17 Prices

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

18 Contract amendments

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

19 Assignment

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

20 Subcontracts

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

21 Delays in the supplier's performance

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

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

22 Penalties

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

23 Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24 Anti-dumping and countervailing duties and rights

- 24.1. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount 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, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26 Termination for insolvency

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

27 Settlement of Disputes

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

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

28 Limitation of liability

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

29 Governing language

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

30 Applicable law

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

31 Notices

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

32 Taxes and duties

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

33 National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

SPECIAL CONDITIONS OF CONTRACT

1. AMENDMENT OF CONTRACT

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

2. CHANGE OF ADDRESS

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

3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

- 3.1. The Department is under no obligation to accept the lowest or any quote.
- 3.2. The Department reserves the right to communicate in writing with vendors in cases where information is incomplete or where there are obscurities regarding technical aspects of the offer, to obtain confirmation of prices or preference claims in cases where it is evident that a typing, written, transfer or unit error has been made, to investigate the vendor's standing and ability to complete the supply/service satisfactorily.
- 3.3. **ALL DECISIONS TAKEN BY THE DEPARTMENT ARE FINAL, INCLUDING THE AWARD OR CANCELLATION OF THIS QUOTATION.**
- 3.4. The price quoted must include VAT (if VAT vendor).
- 3.5. Should a bidder become a VAT vendor after award or during the implementation of a contract, they may not request the VAT percentage from the Department as the service provider made an offer during the period they were not registered as a VAT vendor. The Department is only liable for any VAT from registered VAT vendors as originally stated on the quotation document.
- 3.6. The bidder must ensure the correctness & validity of the quotation:
- (i) that the price(s), rate(s) & preference quoted cover all for the work/item (s) & accept that any mistakes regarding the price (s) & calculations will be at the bidder's risk;
 - (ii) it is the responsibility of the bidder to confirm receipt of their quotation and to keep proof thereof.
- 3.7. The bidder must accept full responsibility for the proper execution & fulfilment of all obligations conditions devolving on under this agreement, as the Principal (s) liable for the due fulfilment of this contract.
- 3.8. This quotation will be evaluated based on the 80/20 points system, specification, correctness of information and/or functionality criteria. All required documentation must be completed in full and submitted.
- 3.9. Offers must comply strictly with the specification.
- 3.10. Only offers that meet or are greater than the specification will be considered.
- 3.11. Late offers will not be considered.
- 3.12. Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.
- 3.13. Used/ second-hand products will not be accepted.
- 3.14. A bidder not registered on the Central Suppliers Database or whose verification has failed will not be considered.
- 3.15. All delivery costs must be included in the quoted price for delivery at the prescribed destination.
- 3.16. Only firm prices will be accepted. Such prices must remain firm for the contract period. Non-firm prices (including rates of exchange variations) will not be considered.
- 3.17. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.18. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered.
- 3.19. Verification will be conducted to identify if bidders have multiple companies and are cover-quoting for this bid.
- 3.20. In such instances, the Department reserves the right to immediately disqualify such bidders as cover-quoting is an offence that represents both corruption and acquisition fraud.

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 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.
- 4.9. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
- 4.10. The Department is under no obligation to pay suppliers in part for work done if the supplier can no longer for fulfil their obligation.

5. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS

- 5.1. Quotation shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the quotation documents.
- 5.2. Each quotation shall be addressed in accordance with the directives in the quotation documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the quotation number and closing date indicated on the envelope. The envelope shall not contain documents relating to any quotation other than that shown on the envelope. If this provision is not complied with, such quotations/bids may be rejected as being invalid.
- 5.3. All quotations received in sealed envelopes with the relevant quotation numbers on the envelopes are kept unopened in safe custody until the closing time of the quotation/bids. Where, however, a quotation is received open, it shall be sealed. If it is received without a quotation/bid number on the envelope, it shall be opened, the quotation number ascertained, the envelope sealed and the quotation number written on the envelope.
- 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.

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

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 samples should be provided to the institution. (This decreases the time of safety and storage risk that may be incurred by the respective institution). The bidders sample will be retained if such bidder wins the contract.

- (i) If a company/s who has not won the quote requires their samples, they must advise the institution in writing of such.
- (ii) If samples are not collected within three months of close of quote the institution reserves the right to dispose of them at their discretion.

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

If a Bidder fails to provide a sample of their product on offer for scrutiny against the set specification when requested, their offer will be rejected. All

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

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: _____ |
|--------------------|---|

8. STATEMENT OF SUPPLIES AND SERVICES

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

9. SUBMISSION AND COMPLETION OF SBD 6.1

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

10. TAX COMPLIANCE REQUIREMENTS

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

10.2. In the event that the institution cannot validate the suppliers' tax clearance on SARS as well as the Central Suppliers Database, the quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.

11. TAX INVOICE

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

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

12. PATENT RIGHTS

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

13. PENALTIES

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

13.2. In the event of delayed performance that extends beyond the delivery period, the institution is entitled to purchase commodities of a similar quantity and quality as a substitution for the outstanding commodities, without terminating the contract, as well as return commodities delivered at a later stage at the service provider's expense.

13.3. Alternatively, the institution may elect to terminate the contract and procure the necessary commodities in order to complete the contract. In the event that the contract is terminated the institution may claim damages from the service provider in the form of a penalty. The service provider's performance should be captured on the service provider database in order to determine whether or not the service provider should be awarded any contracts in the future.

13.4. If the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance.



14. TERMINATION FOR DEFAULT

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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

- 1.1. The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2. The applicable preference point system for this tender is the 80/20 preference point system.

1.3. Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4. The maximum points for this tender are allocated as follows:

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

1.5. Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6. The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \text{80/20} & & \text{90/10} \\
 \\
 P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) & \text{OR} & P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)
 \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = 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:

$$\begin{array}{ccc}
 \text{80/20} & & \text{90/10} \\
 \\
 P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{OR} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)
 \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

| The specific goal/s allocated points in terms of this tender | Number of points allocated (80/20 system) | Number of points claimed (80/20 system) |
|---|---|---|
| Race – Full/partial/ combination of points may be allocated to companies at least 51% Owned by Black People | 20 | |

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm: _____
- 4.4. Company registration number: _____
- 4.5. TYPE OF COMPANY/ FIRM [tick applicable box]
- Partnership/Joint Venture / Consortium
 - One-person business/sole propriety
 - Close corporation
 - Public Company
 - Personal Liability Company
 - (Pty) Limited
 - Non-Profit Company
 - State Owned Company

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

| | |
|---|-------|
| _____ SIGNATURE(S) OF TENDERER(S) | |
| SURNAME AND NAME: | _____ |
| DATE: | _____ |
| ADDRESS: | _____ |
| | _____ |
| | _____ |



health

Department:
Health
PROVINCE OF KWAZULU-NATAL

**PROVINCIAL STANDARDIZED GUIDELINES ON PROVISION OF
ASSISTIVE DEVICES IN KWAZULU-NATAL: 2013**

IMPLEMENTATION DATE: 01. 01. 2014

DR. SM. ZUNGU
HEAD OF DEPARTMENT

30.08.2013

DATE

PREAMBLE

Provision of assistive devices to disabled persons is a precondition for enjoying human rights and living in dignity and also assists users to become more productive members of their communities. Providing appropriate assistive devices to persons with disabilities not only enhances functional independence but also begins a process of opening up to a world of education, work and social life. An assistive device opens doors to learning, employment and social participation to the user. The International Classification of impairments and disability has influenced the way in which impairments and disability are addressed, and can help to identify community needs. Assistive devices can potentially compensate for functional loss and thus increase independence and improve quality of life. According to standardization of provision of assistive devices in South Africa, the government has a commitment to improve the quality of life of persons with disabilities. The national policy on the Free Health Care for disabled people has prescribed that any indigent disabled person is entitled to free assistive device including maintenance /repair of such a device as long as one meets the set criteria. In recent years the KwaZulu-Natal Department of Health has been inundated with increased demand for different types of assistive devices. This unprecedented demand has been attributed to factors such as high levels of motor vehicle accidents (MVAs), HIV-AIDS, cross border clients /patients and others. This increased demand for wheelchairs in the province has been compounded by limited resources and poor distribution /issuing of wheelchairs by unqualified persons /organizations. Availability of policies and guidelines as well as provision of training opportunities in the supply, issuing and maintenance of assistive devices is essential in enhancing rehabilitation of persons with disabilities towards optimal functional levels.

1. Background / Rationale

The UN Convention on the Rights of persons with disabilities (UNCRPD, 2006) dictates for provision of quality health services including provision of assistive devices to persons with disabilities. The UN Convention on the Rights of persons with disabilities dictates the responsibility of member states to take effective measures to ensure personal mobility with the greatest possible independence to promote independence and ensure availability and access to mobility aids, devices and assistive technologies.

The World Health Organization, 2008 & 2010 further recommend for provision of guidelines manual wheelchairs in less resourced areas and guidelines for Community Based Rehabilitation.

Nationally, the National Department of Health (NDOH, 2003) developed guidelines on standardization of provision of assistive devices illustrates the principles regarding assistive devices technology to: Budgeting for Assistive Devices; Assessment, prescription & ordering of assistive devices; Issuing of assistive devices; Repairs, Maintenance & replacements/recycling of assistive devices; Payment for assistive devices, accessories and maintenance; Free Assistive devices for indigent; Record-keeping for assistive devices; Training in the use of assistive devices; Stocks of assistive devices and accessories ;Custom-made and self-made assistive devices; Motorized wheelchairs; Augmentative and Alternative Communication (AAC)

Provincially, there is non-existence of standardized guidelines on provision of assistive devices. However, there are provincial guidelines developed for provision of ordinary wheelchairs and motorized wheelchairs.

Furthermore, increase demand of assistive devices for impairments related to HIV-AIDS and other emerging disease complex requires guidelines for provision of relevant assistive devices and assistive technologies.

In the light of the above, the KwaZulu-Natal Department of Health appointed a task team to develop provincial standardized guidelines for provision of assistive devices. Accordingly, assistive devices guidelines have been developed to provide direction with regard to the responsibilities of specialists, disabled clients, their families and all involved in provision of assistive devices to people with temporal and or permanent disabilities. These guidelines form part of the implementation of rehabilitation and disability policies in the Department of Health KwaZulu-Natal.

It is crucial that health management and personnel understand how to translate the findings of the assessment/screening process into appropriate support measures.

These measures need to include additional and/or specialised staff provision, training, physical infra-structure adjustments, the budgeting and supply of assistive devices and technology, etc. The Guidelines for assistive devices outline different role players roles and responsibilities not only in terms of the screening, identification and assessment process, but also verification, decision making, budgeting, provisioning, record keeping, monitoring and evaluation.

2. Objectives

Provide a framework for the equitable, accessible and appropriate provision of assistive devices to the population of KwaZulu-Natal;

Minimize the tendency of issuing assistive devices to people without prior assessment by qualified persons /professionals;

Strengthen disability prevention strategy by issuing appropriate size and type of assistive devices to clients /patients;

Ensure appropriate maintenance and repairs of issued assistive devices;

To ensure adequate budgets, appropriate assessment, training and issuing;

To provide guidelines for the issuing of specialized assistive devices by the Department;

To provide clarity of payment, record keeping and maintenance for assistive devices;

To ensure all aspects related to the provision of assistive devices are done in an ethical manner.

3. Purpose of Assistive Devices Guidelines

The purpose of developing assistive devices guidelines include:

To provide guidelines to health professionals, District Rehabilitation and Disability Coordinators, health institution managers and persons with disabilities including their care-givers /families on provision of assistive devices.

To provide guidelines for screening, assessment, prescription, ordering & issuing of assistive devices for all types disabilities;

- To ensure that the above is conducted by an appropriate health care service provider or recognized practitioner.
- To ensure allocation of dedicated budget for all Assistive Devices for different types of impairment.

- To ensure appropriate training is provided to the user of an Assistive Device and/ or the care giver by an appropriate Health care service provider or recognized practitioner.
- To provide appropriate statistics, record keeping & maintenance of devices.
- To standardize provision of assistive devices at all levels of care in order to ensure equity.
- To provide guidance on acceptance and maintenance of donated assistive devices by Department.

4. Policy & Legal Framework

- UN Convention on the rights of persons with disability (PWD's) (2006)
- UN Convention on the Rights of a Child
- WHO guidelines on provision of wheelchairs in reduced Resource Areas 2011
- National Health Act Number 61 of 2003
- Constitution of the Republic of South Africa, Act 108 of 1996, chapter 2 bill of rights no. 27.
- Standardization of provision of assistive devices in South Africa 2003.
- White paper on the INDS 1997.
- National Rehabilitation Policy 2000.

5. Definition of Terms

i) Assistive Devices:

Assistive devices are any device and ergonomic solution capable of reducing the disability experienced by an individual. It enables individuals with disabilities to participate on equal terms with their counterparts. If people with disabilities are to access their rights and responsibilities and participate in society as equal citizens, they must access affordable, quality and appropriate devices. Assistive devices should include those that: promote independence of a disabled person; contribute to functional independence of disabled persons in society; facilitate communication for disabled people; and improve the quality of life of disabled people. An assistive device must be specific to the impairment and individual needs of client.

ii) **Assessor of an assistive device:**

- **Clinician:** for the purpose of this document, the clinician refers to Physiotherapists, Occupational Therapists, Speech Therapist, Audiologist, Optometrists, and other clinical person with a recognized qualification and registered with a board/council.
- **Practitioner:** for the purpose of this document, the practitioner refers to Orientation and Mobility Practitioner or any other person who has qualified and registered with a recognized board/council as a practitioner.
- **Technician:** for the purpose of this document, the technician refers to either a physiotherapy technician (assistant) or occupational therapy technician (assistant) or any other person with a recognized qualification and registered with a board/council.

6. Benefits of Assistive Devices

Some of the benefits of assistive devices both to the user and the Department include:

- Enhancement of rehabilitation process
- Decreased hospitalization to the potential user
- Promotes independence and quality of life to persons with disabilities
- Decreases burden of care and prevention of complications such as pressure ulcers, contractures, failure to thrive, financial burden on state etc.

7. Categories of Assistive devices

Assistive devices can be divided into the following categories:

- **Mobility devices** which include among others: wheelchairs, crutches, white canes, lower limb prosthesis, special seating support, audible traffic signals etc.
- **Communication devices** which include among others: Braille frames and machines, adapted computers, hearing aids, sign language interpretation, text telephones, Alternative and Augmentative Communication Systems (AAC), cleft palate plates, etc.
- **Visual devices** including: spectacles, filters (sun glasses), magnifying glasses, telescopes, hard contact lenses, lenticular lenses, etc.

- **Activities of Daily Living Devices** which include among others: Liquid level indicators, adapted handles, sun screen lotions, medicine dispensers, etc.

8. Service Delivery Steps for Assistive Devices

Steps of delivery for assistive devices include: Referral and appointment; Assessments; Prescription; Ordering; Product preparation; Issuing and/ or fitting; staff training; Training of user; device maintenance and repairs, management of donations, Budgeting, etc.

8.1. Referral and Appointment

Referral and appointment for assistive devices must be at the point of entry.

Referrals of patients for assistive devices to another facility must only be considered if the relevant level of service and expertise is not available at that point entry.

8.2. Assessment

Patients must be assessed at the point of entry, where appropriate.

Assessment must be performed by clinical professionals or recognized practitioners who are trained in the relevant field. If students are available, they must assess clients for assistive devices under supervision.

The Assessor must ensure that relevant personal information of the client must be obtained and recorded including contact details of the client and family member / caregiver. This information is relevant for tracking the client once the ordered device is delivered.

Assessment for devices must be done in a clinically and appropriate environment i.e. private, clean, safe and quiet.

Basic equipment required for assessment must be made available.

8.3. Prescription of assistive devices

Prescription of an assistive device must be done by a trained and relevant practitioner.

Criteria for prescription shall be specific to the device, the level and nature of the disability.

There must be no unfair discrimination against clients in any aspect with regard to the prescription of devices.

Health care facility that is discharging a patient who requires an assistive device is responsible for prescription, ordering, issuing, fitting of the device and training of user / family or caregiver on the use and basic maintenance of the device.

No patient who is recommended for an assistive device by a relevant practitioner may be discharged without any essential device.

An Assessor may consider lifestyle of a client. In this regard, a detailed case history of the patient's lifestyle must be conducted as this criterion may play an important role in prioritizing assistive device.

Information relating to the client's vocational status, communication needs, and types of communicative environments, levels of social involvement, community participation and recreational needs must be ascertained before determining the type of assistive device to prescribe.

The client's medical status must be considered when deciding upon the most suitable candidate for assistive devices. However, client's medical status e.g. HIV –AIDS should not be used as a basis to discriminate the patient from receiving a device.

8.4. Ordering of Assistive devices

Each hospital/district must have a minimum stock level of most commonly used devices with appropriately trained staff to issue them.

Client /personal specific orders of devices must be processed within one month.

All devices must be ordered according to the National or Provincial Tender document, and where appropriate device is not available on tender, a clinician must follow Supply Chain Management procedures.

Ordering of assistive devices must be done at an appropriate level of care.

Specifications for orders for assistive devices must not be changed or amended by any person other than the officially recognized assessors

For bulk ordering of assistive devices, relevant stakeholders at the facility must ensure that adequate range of assistive devices and their accessories are procured timeously.

Suitable storage, security and stock control must be maintained for all ordered devices.

For essential accessories, please refer to list of minimum /type of device to be issued to clients at relevant level of service delivery.

8.5. Manufactured devices

Client-specific devices need to be manufactured by relevant clinician, technicians or practitioners, and relevant tools and materials for production and / or preparation must be made available.

8.6. Receipt of Ordered Assistive Devices

Upon receipt of ordered device/s, the relevant clinician, technician or practitioner must ensure that ordered device/s are inspected; verified to be correct; in good condition; and must be recorded.

8.7. Assistive Device Preparation for issuing

All devices must be checked for quality and safety prior to being issued to clients

The devices earmarked for issuing must be labeled with the following details: (name of a client, institution and contact details of the client)

Customized changes to devices must be done only by a recognized clinician, technician or practitioner before issuing and / or fitting as well as training of user.

8.8. Issuing of Device

All ordered assistive devices must be checked for correctness, appropriateness and good state of the condition by a recognized practitioner clinician, technician before being issued.

Clients must be informed telephonically / in writing or both when ordered devices are available. All attempts to contact a client must be made and clearly documented in the client's file.

The dispensing clinician is required to discuss and explain the terms of the contract pertaining to the device to be issued.

The contract must cover among others: guarantee period, ownership of the device, maintenance, consequences of negligence etc.

8.9. Fitting of Device

Devices must be fitted to individual users by appropriately trained clinician / technician only.

8.10. Follow –up on the use device

Frequency of follow-up must be determined by an individual need of a client, using the following guide:

- Growing child – at least every 2 – 4 months
- All new device recipients: within 4 – 12 weeks after first issue
- Persons with progressive disease and high risk individuals (excluding children) 2 -3 times per year

If any problem occurs in the interim, clients must call the issuing institution or nearest health facility for an appointment

All growing children and other clients with condition requiring specialized services must be referred to the relevant clinics e.g. Orthopaedic clinic

Some of the factors to be evaluated as follow–up appointments include: postural deformities, risks, secondary complications, and inspection of device and appropriate of device for current function and environment

8.11. Replacement of Device

Conditions for replacement of assistive device may include: stolen, broken, condemned, etc.

Should a client's assistive device need to be replaced before the lifespan period has elapsed, the client's details will be put on a waiting list for a new assistive device.

When patients apply for the replacement of stolen item, they must provide an appropriate South African Police Service case number before being placed on the waiting list.

The frequency of replacement of assistive device is dependent on the type of device and recommended period for replacement in the contract. However replacement of devices not on contract will be determined by warrant status and recommendation by a relevant clinician

In case of the client's medical condition deteriorates over a short space of time, issuing of repeat assistive device must be done at the discretion of a trained, qualified relevant professional and taking into account availability of budget at the institution.

A patient is required to return the device to the institution where it was issued, prior to receiving a new device due to the deterioration of the medical condition.

Clients, who have been discovered to be negligent with the care and maintenance of a device, may only be considered for replacement after the expiry period for the original device has lapsed. The decision may however, take extenuating circumstances into consideration.

8.12. Record keeping

Record keeping is crucial throughout the process of provision of any assistive device.

A record of all applications for assistive devices must be kept with the client's particulars by the clinician.

All personal details of the recipient of the devices must be recorded in the central database to prevent issuing duplications.

Serial numbers or an appropriate description and expected guarantee period of the device must be recorded before issuing an assistive device.

Clinician / technician must monitor and record factors related to the durability of the device and its life span.

Practitioner issuing the device must document problems reported about the device by the user, and this information may be used for future evaluation of specifications and tender processes.

Records for repairs/maintenance and replacement of the device must be kept.

8.13. Staff Training

All practitioners involved in assessments, issuing, preparation and production of assistive devices must attend regular training on new developments and recent advances in technology regarding assistive devices.

8.14. Training of the User

The client / care giver must receive training on device management, maintenance and repairs.

This training must be provided by a trained or recognized practitioner, technician and clinician on the use and care of the device. A user manual or guide must be issued to the client if available.

Training must start immediately to avoid unnecessary delays for discharging the client from the hospital.

The training regarding the use of the device must be inclusive in the payment for the device and according to the fees manual.

8.15. Maintenance and Repairs of Devices

The client is responsible for keeping the device in a functional condition, and must undertake to have the device serviced as recommended.

If a device has to be referred for service and or repair to another facility, it must be tagged with the following information:

- Name and contact details of a clinician /technician /practitioner;
- Referring institution;
- The client's name and contact details;
- And the requisition must be attached to the tag.

The cost for servicing and repairs will be billed according the UPFS

8.16. Management of Donations of Devices

All donated devices must be inspected by the relevant clinicians / practitioners and verified for compliance to Department of Health standards / specification prior to official acceptance

All donations of assistive devices must be accepted according to the KwaZulu-Natal Department of Health policy on acceptance of donations.

A donation to an individual client must be guided by a specific prescription by a relevant clinician, technician or practitioner.

Provincial donations must be managed and distributed by the Disability and Rehabilitation Programme according to the provincial waiting lists /backlogs and specific donor requirements

8.17. Budgeting for Assistive Devices

The budget allocation must promote Primary Health care model at all levels of service delivery CHC/ District/ Regional /Tertiary /other specialized facilities at Provincial level.

The budget must be based on the local needs and should provide for any backlog that might have accumulated within institutions.

The budget must consider supply demands, cost for repairs, and loan devices based on the device in question. Should the cost of repairing the device exceed 60% of the cost of a new device, repairs should not be carried out and that defective device must be condemned and its parts may be recycled for repairing other devices.

The allocation of the budget must take into consideration all aspects regarding replacement, back logs, procurement, repairs and accessories for the devices.

The budget must be informed by relevant stake holders e.g. Therapists. Consultation must be done at all levels including head office (Disability and Rehabilitation Programme

The budget must be reviewed on an annual basis and should be adjusted to accommodate changing patterns of demand as well as the projected growth in the prevalence of impairment.

As services are devolved to community level, District and sub-district offices will need to factor hearing aid batteries/ accessories into budgets for consumable items at CHCs provided staff have received necessary training

Dedicated budgets for assistive devices must be allocated to each institution, as per categories of devices listed hereunder:

- Mobility device (ordinary wheelchairs, buggies, motorized wheelchairs, walking sticks, crutches, white canes etc.)

- Communication devices (hearing aids, AAC, etc.)
- Visual aids (spectacles, magnifying glasses, etc.)
- ADLs devices (liquid level indicators, medicine dispensers, etc.)
- Accessories for devices (wheelchair cushions, cushion covers, strappings, white cane tips, rubber ferrules, batteries for hearing aids, etc.)
- Spares for devices (wheelchairs spares etc.)

All indigent clients qualify for free assistive devices at provincial health facilities

Client with private funding such Medical Aid; Road Accident Fund; Workman's Compensation, etc will be charged according Uniform Patient Fee Schedule (UPFS)

Certain specialized mobility devices such as motorized wheelchairs should be motivated for using official application forms, and ratified by the Head Office Committee prior to procurement by the relevant institution.

Recommended specialized devices such as Cochlear implants may be motivated for by the relevant institution, and ratified by the Disability and Rehabilitation Programme in conjunction with other Head Office Managers, for recommendation for approval by the Head of Department.

Annual budget allocations should make provision for eradicating of backlogs for assistive devices of the previous year.

9. Implementation Strategies of the Guidelines:

The guidelines will be distributed using an official circular route to inform all stake holders of the policy. The policy will be communicated to all stakeholders through the various forums e.g. occupational therapy and physiotherapy forums, and relevant NGO's.

- a. Posting assistive devices guidelines on intranet
- b. Direct communication with external stakeholders using media, community radio, and others

9.1. Process of consultation required (if any) and with whom

Guidelines for assistive devices will be circulated to all relevant stakeholders including district rehabilitation coordinators, therapy forums, training institutions and NGO's.

9.2. Training of Implementers

Training will be conducted to relevant implementers /assessors for assistive devices. These include: clinicians, technicians and practitioners, institutional procurement officers and others.

9.3. Constraints of implementation

Limited or non-prioritization of budget for assistive devices at district and institutional levels

Poor compliance due to high staff turnover of staff particularly therapists

Lack of in-service training for implementers