

# **Quotation Advert**

**Opening Date:** 

11/07/2024

**Closing Date:** 

18/07/2024

**Closing Time:** 

11:00

INSTITUTION DETAILS

**Institution Name:** 

Charles Johnson Memorial Hospital

Province:

KwaZulu-Natal

Department of entity:

Department of Health

Division or section:

Central Supply Chain Management

Place where goods/

Charles Johnson Memorial Hospital

Date Submitted:

11/07/2024

ITEM CATEGORY AND DETAILS

**Quotation number:** 

ZNQ/CJM085/2024-2025

Item Category:

Goods

**Item Description:** 

Supply and deliver: Disposable surgical gown sterile

Quantity (if supplies): 187 bxs

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type:

Not applicable

Date:

N/a

Time:

N/a

Venue:

N/a

QUOTES CAN BE COLLECTED FROM:

**KZNhealth Website** 

QUOTES SHOULD BE DELIVERED TO: Charles Johnson Memorial Hospital, Lot 92 Hlubi street, main road Nqutu 3135

ENQUIRIES REGARDING ADVERT MAY BE DIRECTED TO:

Name:

Mr M.J.Sithole

Email:

Mzothule.Sithole@kznhealth.gov.za

Contact number: 034 271 6446/5

Finance Manager: Mr E.M.Mahlinaa

Finance Manager Signature\_



All Fill Con Recent A-40				P/	ARTICULA	RS OF QL	JOTATION HOSPIAL HOSPITAL
YOU ARE HEREBY INV	ITED TO QU	JOTE FO	OR REQUIRE	EMENTS	AT: CH	ARLES	JOHNSON MEMORIAL HOSPITAL
FACSIMILE NUMBER:	034 27					ADDRESS	Manufaction (a) k7nne2lin (10V.Zd
PHYSICAL ADDRESS:	LOT 92	2, HLUI	BI STREE	T, MAI	IN ROAL	o, NQUT	TU 3135
QUOTE NUMBER: _		JM	<b>V</b> 1085	5	,202	4 .2025	VALIDITY PERIOD: 90 DAYS
DATE ADVERTISED:	11 JUI	y 2024			CLOSIN	NG DATE:	18 JULY 2024 CLOSING TIME: 11:00
DESCRIPTION:	SUPPLY	& DELI	IVER: DIS	POSA	BLE SU	RGICAL	GOWN STERILE, WITH 2 HAND TOWELS SIZE : XXL
CONTRACT PERIOD	(IF APPLICA	ABLE):	ONCE C	)FF			
			TED AT (STR	REET AD	DRESS): ENDER	BOX NE	EXT OPD GATE, LOT 92 HLUBI STREET, MAIN ROAD
NQUTU 3135							
ENQUIRIES REGARI	MR M.J.S	SITHO	LE				TELEPHONE NUMBER: 034 271 6446/5
E-MAIL ADDRESS:	Mzothule	.Sithol	e@kznhe	alth.go	v.za		
ENQUIRIES REGAR	. T.E MAS	SONDC	)				TELEPHONE NUMBER: 034 271 6522
T MAIL ADDRESS	Thamsai	nqa.ivia	asonuowi	kznhea	Ith.gov.z	:a	ess. If the quote is late, it will not be accepted for consideration.
The quote box is ope	T BE SUBM	IITTED C	ON THE OFF				E RETYPED) RAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT D, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
REGULATIONS, 20	ZZ, THE GE			Vo extreme	O DADTIC	III ADS O	F BIDDER MUST BE FURNISHED YOUR QUOTE BEING DISQUALIFIED)
NAME OF BIDDER			(FAILURE )				
E-MAIL ADDRESS							
POSTAL ADDRES	s:						
STREET ADDRES	:S:						
TELEPHONE NUM	MBER:						FACSIMILE NUMBER:
CELLPHONE NUM	MBER:						SARS PIN:
VAT REGISTRAT							
CENTRAL SUPPI				N (CSD)	NO.		MAAA
UNIQUE REGIST	RATION RE	FERENC	) <u>=:</u>	TT			

			OFFICIAL PRI	CE PAGE FOR QUOTATIONS OVER R					
	7110	CJM	0.85	,2024 _2025				- 017F : VVI	
TE NUMBER:	ZNG		-10000	ABLE SURGICAL GOWN STE	RILE, WITH	2 HAND TOV	VEL:	S SIZE : XXL	_
RIPTION:	SUPPL'	Y & DELIV	ER: DISPUS	ADLL GOTTOTO, I	MENTAL DRE	FFRENCE	PO	INTS ALLOCATE	ĒD
DELOW DRE	FERENCE PO	DINTS WILL	BE ALLOCATED	IN COMPLIANCE WITH THE DEPART	MENTALT				$\neg$
BELOW PRE CUREMENT I	POLICY (KNO	OWN AS SCN	M PPP):				-	20	1
soal: Full points alloc	ated to promote S	outh African owned	enterprises				econo.		=
					BRAND &	COUNTRY OF MANUFACTUR	-	PRICE	$\dashv$
NUMBER	QUANTITY	UNIT OF MEASURE	DESCRIPTION		MODEL	E	R	С	
			SUF	PLY AND DELIVER :			+		
	407	BOXES	DISPOSABI	E SURGICAL GOWN STERIL	E		+		$\neg$
	187	BOXEG	(BLUE) WIT	H 2 HAND TOWELS SIZE: XX	L		+		$\neg$
		-	(20 / BOX)				+		
			(2010014)			*	+		
	-	-	ND - SDEC	IFICATION IS ATTACHED			+		
			NB. SI LO			1	+		
			ND THE	AWARDED COMPANY WILL	BE		+		
			NB = IHE	ED TO BRING SAMPLE PRIO	R		4		
							$\perp$		
			DELIVER						
							-		
					2.2	7			
7.5						-			
	_						-		
		_							
									+
							_		+
							_		+
									+
	-								+
									-
VALUE A	DDED TAX @	0 15% (Only i	if VAT Vendor)						
TOTAL Q	UOTATION F	PRICE (VALIE	DITY PERIOD 90	Days)					YES /
			THE SPECIFIC						YES /
DOES THE P	IIS OFFER C RICE FIRM? JE ARTICI F	CONFORM T	O THE S.A.N.S.	S.A.B.S. SPECIFICATION?					YES /
DOES IF	ELIVERY PE	RIOD (E.G. 3	DAYS, 1 WEEK	\	RE OF BIDDER	:			201
SIAIEL	E BIDDER.			SIGNATUR (By signing	this document	, I hereby agree to	all te	erms and condition	າຮຸ



# BIDDER'S DISCLOSURE

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.

E	BIDDER'S DECLARATION			/ or on	v norson having	a controlling inter	est 1 in the	YES	, NO
1	BIDDER'S DECLARATION Is the bidder, or any of its directors / truste enterprise, employed by the state?	ees / shareho	Iders / members	partners or any	y person naving	mbore of sole pro	prietor/ directors	1.55	
	The state of the s	ividual identif	y numbers, and,	if applicable, sta	ate employee nu ernrise, in table	mbers of sole pro- below.	prietor director	,, ,, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
	lf so, furnish particulars of the names, Indi shareholders / members/ partners or any	person navir	IDENTITY NUMI	BER	o, p. i.e. j	NAME OF STA	TE INSTITUTIO	N	
-	FULL NAME								
-					•				
									-45
1	Al.								
			-					VED	/ NC
	Do you, or any person connected with the	e bidder, hav	e a relationship v	with any person v	who is employed	d by the procuring	institution*?	155	INC
	If so, furnish particulars:								
	Does the bidder or any of its directors / to	rustees / sha	reholders / memb	bers / partners o	r any person ha	ving a controlling	interest in the	YES	1 NO
	Does the bidder or any of its directors / to enterprise have any interest in any other	r related ente	rprise whether or	not they are blo	iding for this col	illact?			
	the furnish particulars:								
	If so, furnish particulars:						-		
	If so, furnish particulars:  DECLARATION								
1.	DECLARATION .				ir	submitting the ac	ccompanying bi	d, do hereb	y mak
	DECLARATION .	be true and o	compléte in every	respect:	ir	n submitting the ad	ccompanying bio	d, do hereb	y mak
•	DECLARATION  I, the undersigned,(name) the following statements that I certify to			respect:	ir	n submitting the ad	ccompanying bi	d, do hereb	y mak
	DECLARATION  I, the undersigned,(name) the following statements that I certify to I have read and I understand the conter	nts of this dis	closure;	to the formed in	and to be true an	d complete in eve	erv respect:		
	DECLARATION  I, the undersigned,(name) the following statements that I certify to I have read and I understand the conter I understand that the accompanying bid	nts of this dis I will be disqu	closure;	losure is found r	not to be true an	d complete in eve	ery respect; lent or arrangen		
	DECLARATION  I, the undersigned,(name) the following statements that I certify to I have read and I understand the conter I understand that the accompanying bid The bidder has arrived at the accompany	nts of this dis I will be disqu nying bid inde	closure; alified if this disc ependently from,	losure is found r and without con	not to be true an sultation, comm	d complete in eve unication, agreem	ery respect; ent or arrangen sive bidding.	nent with an	
	DECLARATION  I, the undersigned,(name) the following statements that I certify to I have read and I understand the conter I understand that the accompanying bid The bidder has arrived at the accompar competitor. However, communication by	nts of this dis I will be disqu nying bid inde etween partn	closure; allified if this disc ependently from, ers in a joint vent	losure is found r and without con ture or consortiu	not to be true an sultation, comm im <sup>3</sup> will not be c	d complete in eve unication, agreem onstrued as collus	ery respect; lent or arrangen sive bidding.	nent with an	у
	I, the undersigned,(name) the following statements that I certify to I have read and I understand the conter I understand that the accompanying bid The bidder has arrived at the accompar competitor. However, communication by	nts of this dis I will be disqu nying bid inde etween partn ations, comm	closure; alified if this disc pendently from, ers in a joint vent nunications, agree	losure is found r and without con ture or consortiu ements or arranç	not to be true an sultation, comm ım³ will not be c gements with ar	d complete in eve unication, agreem onstrued as collus y competitor rega	ery respect; lent or arrangen sive bidding. arding the quality	nent with an	y
	I, the undersigned, (name) the following statements that I certify to I have read and I understand the conter I understand that the accompanying bid The bidder has arrived at the accompar competitor. However, communication bin addition, there have been no consult specifications, prices, including method submit the bid, bidding with the intentio	nts of this dis I will be disqu nying bid inde etween partr ations, comn Is, factors or on not to win t	closure; alified if this disc pendently from, ers in a joint vent aunications, agree formulas used to the bid and condit	closure is found r and without con- ture or consortiu ements or arrang calculate prices tions or delivery	not to be true an sultation, comm m <sup>3</sup> will not be c gements with ar , market allocati particulars of th	d complete in eve unication, agreem onstrued as collus y competitor rega on, the intention o e products or serv	ery respect; lent or arrangen sive bidding. arding the quality or decision to su vices to which th	nent with an	y to tion
	I, the undersigned, (name) the following statements that I certify to I have read and I understand the conter I understand that the accompanying bid The bidder has arrived at the accompar competitor. However, communication bin addition, there have been no consult specifications, prices, including method submit the bid, bidding with the intentio	nts of this dis I will be disqu nying bid inde etween partr ations, comn Is, factors or on not to win t	closure; alified if this disc pendently from, ers in a joint vent aunications, agree formulas used to the bid and condit	closure is found r and without con- ture or consortiu ements or arrang calculate prices tions or delivery	not to be true an sultation, comm m <sup>3</sup> will not be c gements with ar , market allocati particulars of th	d complete in eve unication, agreem onstrued as collus y competitor rega on, the intention o e products or serv	ery respect; lent or arrangen sive bidding. arding the quality or decision to su vices to which th	nent with an	y to tion
	I, the undersigned, (name) the following statements that I certify to I have read and I understand the conter I understand that the accompanying bid The bidder has arrived at the accompar competitor. However, communication In addition, there have been no consult specifications, prices, including method submit the bid, bidding with the intentio relates. The terms of the accompanying bid have	nts of this dis I will be disqu nying bid inde etween partr ations, comm is, factors or on not to win to we not been,	closure; nalified if this discependently from, ers in a joint vent nunications, agree formulas used to the bid and condit and will not be, d	closure is found r and without con- ture or consortiu ements or arrang calculate prices tions or delivery	not to be true an sultation, comm im <sup>3</sup> will not be c gements with ar , market allocati particulars of th bidder, directly c	d complete in eve unication, agreem onstrued as collus y competitor rega on, the intention o e products or serv or indirectly, to any	ery respect; lent or arrangen sive bidding. arding the quality or decision to su vices to which the	nent with an r, quantity, bmit or not ils bid invita or to the da	y to tion te and
	I, the undersigned,(name) the following statements that I certify to I have read and I understand the conter I understand that the accompanying bid The bidder has arrived at the accompar competitor. However, communication but In addition, there have been no consult specifications, prices, including method submit the bid, bidding with the intentio relates. The terms of the accompanying bid have time of the official bid opening or of the	nts of this dis I will be disquipying bid inder etween partra ations, common dis, factors or on not to win to we not been, e awarding of	closure; clalified if this discependently from, ers in a joint vent nunications, agree formulas used to the bid and condit and will not be, d the contract.	closure is found r and without con- ture or consortiu ements or arrang calculate prices tions or delivery isclosed by the l	not to be true an sultation, comm Im <sup>3</sup> will not be c gements with ar , market allocati particulars of th bidder, directly o	d complete in eve unication, agreem onstrued as collus y competitor rega on, the intention of e products or serv or indirectly, to any	ery respect; nent or arrangen sive bidding. or decision to su vices to which the competitor, pri	nent with an	y to tion te and
	I, the undersigned, (name) the following statements that I certify to I have read and I understand the conter I understand that the accompanying bid The bidder has arrived at the accompar competitor. However, communication bu In addition, there have been no consult specifications, prices, including method submit the bid, bidding with the intentio relates. The terms of the accompanying bid hav time of the official bid opening or of the There have been no consultations, con	nts of this dis it will be disqu nying bid inde etween partrations, comm is, factors or in not to win to we not been, a awarding of munications	closure; cliffied if this discependently from, ers in a joint vent unications, agree formulas used to the bid and condit and will not be, d the contract. If agreements or a	closure is found rand without con- ture or consortiu ements or arrang calculate prices tions or delivery isclosed by the larrangements managements management to	not to be true an sultation, comm im <sup>3</sup> will not be c gements with ar , market allocati particulars of the bidder, directly conade by the bidd or provide clarific	d complete in eve unication, agreem onstrued as collus y competitor rega on, the intention of e products or serv or indirectly, to any er with any official ation on the bid si	ery respect; nent or arrangen sive bidding. or decision to su vices to which the competitor, pri	nent with an	y to tion te and
	I, the undersigned, (name) the following statements that I certify to I have read and I understand the conter I understand that the accompanying bid The bidder has arrived at the accompar competitor. However, communication b In addition, there have been no consult specifications, prices, including method submit the bid, bidding with the intentio relates. The terms of the accompanying bid had time of the official bid opening or of the There have been no consultations, con relation to this procurement process pr institution; and the bidder was not involved.	nts of this dis I will be disqu nying bid inde elween partrations, comm is, factors or on not to win to ve not been, e awarding of mmunications for to and du dived in the dis	closure; allified if this discippendently from, a greater in a joint ventual control in the second conditions and will not be, did the contract.  The program of the special control in the sidding paffling of the special in the sidding paffling of the s	closure is found rand without con- ture or consortiu ements or arrang calculate prices tions or delivery disclosed by the larrangements morocess except to cifications or terri	not to be true an sultation, comm arm <sup>3</sup> will not be comments with a comment and a comment are to be comment and a comment are to be comment are to be comment are to be comment and a comment are to be comment are to be comment and a comment are to be comment are to be comment and a comment and a comment are to be comment and a comment and a comment are to be comment and a comment are to be comment and a comment and a comment are to be comment and a comment and a comment are to be comment and a comment and a comment are to be comment and a comment and a comment are to be comment and a comment and a comment are to be comment and a comment and a comment and a comment are to be comment and a comment and a comment and a comment are to be comment and a comment and a comment and a comment are to be comment and a comment and a comment and a comment are to be comment and a	d complete in ever unication, agreem onstrued as collus y competitor rega on, the intention of e products or server in indirectly, to any er with any official ation on the bid stroot this bid.	ery respect; ment or arrangen sive bidding. Irding the quality or decision to su vices to which th y competitor, pri I of the procurin ubmitted where	nent with an  r, quantity, brait or not is bid invita or to the da g institution so required	to tion te and in by the
	I, the undersigned, (name) the following statements that I certify to I have read and I understand the conter I understand that the accompanying bid The bidder has arrived at the accompar competitor. However, communication be In addition, there have been no consult specifications, prices, including method submit the bid, bidding with the intentio relates. The terms of the accompanying bid hav time of the official bid opening or of the There have been no consultations, con relation to this procurement process pr institution; and the bidder was not invol I am aware that, in addition and withou	nts of this dis it will be disquenying bid inde- etween partra ations, common is, factors or on not to win to expending of munications for to and du lived in the dual at prejudice to	closure; allified if this discippendently from, are in a joint ventual formulas used to the bid and conditionand will not be, dithe contract.  The agreements of a fing the bidding paffting of the spectual party of the spectual find the contract of a fing the bidding paffting of the spectual find the	closure is found r and without con- ture or consortiu ements or arrang calculate prices tions or delivery disclosed by the l arrangements m process except to cifications or terri- dy provided to co	not to be true an sultation, comm arm <sup>3</sup> will not be comments with ar market allocating particulars of the bidder, directly contact and provide clarifications of reference to combat any reservi-	d complete in ever unication, agreem postrued as collus y competitor rega on, the intention of e products or server or indirectly, to any er with any official ation on the bid stor for this bid.	ery respect; ment or arrangen sive bidding. arding the quality or decision to su vices to which th y competitor, pri l of the procurin ubmitted where atted to bids and	nent with an	y  to tion te and in by th
	I, the undersigned, (name) the following statements that I certify to I have read and I understand the conter I understand that the accompanying bid The bidder has arrived at the accompar competitor. However, communication In addition, there have been no consult specifications, prices, including method submit the bid, bidding with the intentio relates. The terms of the accompanying bid have time of the official bid opening or of the There have been no consultations, con relation to this procurement process pri institution; and the bidder was not invol I am aware that, in addition and without are suspicious will be reported to the Co	nts of this dis it will be disquentified by dispersion of the community of the community of the community of the communications of the competition	closure; cliffied if this discippendently from, a point ventuinications, agree formulas used to the bid and conditionand will not be, dithe contract, a greements or a ring the bidding parting of the spectary other remediations of the commission for in	closure is found rand without con- ture or consortiu ements or arrang calculate prices tions or delivery isclosed by the larrangements m process except to diffications or territy provided to convestigation and	not to be true an sultation, comm im <sup>3</sup> will not be cogements with are, market allocati particulars of the bidder, directly conade by the bidder provide clarificans of reference combat any restripossible impositions.	d complete in eve unication, agreem onstrued as collus y competitor rega on, the intention of e products or server or indirectly, to any er with any official ation on the bid strong this bid. ctive practices relation of administration	ery respect; lent or arrangen sive bidding. leding the quality or decision to su vices to which the y competitor, pri of the procurin lubmitted where lated to bids and live penalties in live stiration ar	nent with an  r, quantity, bmit or not is bid invita or to the da g institution so required contracts, terms of see	yyyyyyyyyyyyyyyyyyyyyyyyyyyyyyyyyyyyyy
	I, the undersigned, (name) the following statements that I certify to I have read and I understand the conter I understand that the accompanying bid The bidder has arrived at the accompar competitor. However, communication bin addition, there have been no consult specifications, prices, including method submit the bid, bidding with the intentio relates. The terms of the accompanying bid have time of the official bid opening or of the There have been no consultations, con relation to this procurement process pri institution; and the bidder was not invol I am aware that, in addition and without are suspicious will be reported to the of the Competition Act No 89 of 1998 and the state of the competition Act No 89 of 1998 and the fore confidence in the suspices with the second content of the competition and the pusiness with	nts of this dis I will be disqu nying bid inde etween partra ations, comm is, factors or on not to win to exe not been, exe awarding of mmunications for to and du dived in the dr at prejudice to competition C and or may b tith the public	closure; allified if this discippendently from, a greater in a joint ventual catter in a joint v	closure is found rand without con- ture or consortiu ements or arrang calculate prices tions or delivery isclosed by the larrangements m process except to diffications or territy provided to convestigation and	not to be true an sultation, comm im <sup>3</sup> will not be cogements with are, market allocati particulars of the bidder, directly conade by the bidder provide clarificans of reference combat any restripossible impositions.	d complete in eve unication, agreem onstrued as collus y competitor rega on, the intention of e products or server or indirectly, to any er with any official ation on the bid strong this bid. ctive practices relation of administration	ery respect; lent or arrangen sive bidding. leding the quality or decision to su vices to which the y competitor, pri of the procurin lubmitted where lated to bids and live penalties in live stiration ar	nent with an  r, quantity, bmit or not is bid invita or to the da g institution so required contracts, terms of see	y  too tion  in by the
	I, the undersigned, (name) the following statements that I certify to I have read and I understand the conter I understand that the accompanying bid The bidder has arrived at the accompar competitor. However, communication be In addition, there have been no consult specifications, prices, including method submit the bid, bidding with the intentio relates. The terms of the accompanying bid hav time of the official bid opening or of the There have been no consultations, con relation to this procurement process pr institution; and the bidder was not invol I am aware that, in addition and withou	nts of this dis I will be disqu nying bid inde etween partra ations, comm is, factors or on not to win to exe not been, exe awarding of mmunications for to and du dived in the dr at prejudice to competition C and or may b tith the public	closure; allified if this discippendently from, a greater in a joint ventual catter in a joint v	closure is found rand without con- ture or consortiu ements or arrang calculate prices tions or delivery isclosed by the larrangements m process except to diffications or territy provided to convestigation and	not to be true an sultation, comm im <sup>3</sup> will not be cogements with are, market allocati particulars of the bidder, directly conade by the bidder provide clarificans of reference combat any restripossible impositions.	d complete in eve unication, agreem onstrued as collus y competitor rega on, the intention of e products or server or indirectly, to any er with any official ation on the bid strong this bid. ctive practices relation of administration	ery respect; lent or arrangen sive bidding. leding the quality or decision to su vices to which the y competitor, pri of the procurin lubmitted where lated to bids and live penalties in live stiration ar	nent with an  r, quantity, bmit or not is bid invita or to the da g institution so required contracts, terms of see	y  too tion  in by the bids the tetion 5
	I, the undersigned, (name) the following statements that I certify to I have read and I understand the conter I understand that the accompanying bid The bidder has arrived at the accompar competitor. However, communication bin addition, there have been no consult specifications, prices, including method submit the bid, bidding with the intentio relates. The terms of the accompanying bid have time of the official bid opening or of the There have been no consultations, con relation to this procurement process pri institution; and the bidder was not invol I am aware that, in addition and without are suspicious will be reported to the Co of the Competition Act No 89 of 1998 or restricted from conducting business wi Activities Act No 12 of 2004 or any other	nts of this distance of this distance of this display in the distance of the display in th	closure; allified if this discippendently from, a greef formulas used to the bid and conditions and will not be, dithe contract.  The agreements or a greef formulas used to the contract.  The agreements or a greef formulas used to the sector for a period legislation.	closure is found rand without con- ture or consortiu ements or arrang calculate prices tions or delivery isclosed by the larrangements m process except to cifications or terr dy provided to convestigation and National Prosecuted not exceeding	not to be true an sultation, comm im <sup>3</sup> will not be cogements with an an arrival particulars of the bidder, directly of the bidder, directly of the bidder provide clarifications of reference combat any restripossible imposibuting Authority (and the first particular) provides the first possible imposibuting Authority (and the first possible imposibuting Authority (and the first particular) provides the first possible imposibuting Authority (and the first particular) provides the first particular and the first particu	d complete in eve unication, agreem onstrued as collus y competitor rega on, the intention of e products or server or indirectly, to any er with any official ation on the bid strong this bid. ctive practices relation of administration	ery respect; lent or arrangen sive bidding. leding the quality or decision to su vices to which the y competitor, pri of the procurin lubmitted where lated to bids and live penalties in live stiration ar	nent with an  r, quantity, bmit or not is bid invita or to the da g institution so required contracts, terms of see	y  too tion  in by the
ER	I, the undersigned, (name) the following statements that I certify to I have read and I understand the conter I understand that the accompanying bid The bidder has arrived at the accompar competitor. However, communication but naddition, there have been no consult specifications, prices, including method submit the bid, bidding with the intention relates.  The terms of the accompanying bid have time of the official bid opening or of the There have been no consultations, con relation to this procurement process prinstitution; and the bidder was not involtant aware that, in addition and without are suspicious will be reported to the Cofficial bid opening or of the Competition Act No 89 of 1998 a restricted from conducting business with Activities Act No 12 of 2004 or any oth	nts of this distinction will be disquestionally be disquestionally be disquestionally be not been, a awarding of munications for to and during the distribution of the	closure; allified if this discippendently from, a greater in a joint ventual control in a joint ventual control in and will not be, do the contract.  In agreements or a greater in a greement of the bidding paffing of the spector in any other remediate in the sector for a period legislation.  RAGRAPHS 1, 2	closure is found rand without consture or consortium ements or arrange calculate prices tions or delivery disclosed by the larrangements morocess except to diffications or terrody provided to convestigation and National Prosect of not exceeding and 3 ABOVE I	not to be true an sultation, comm and will not be constituted by the side of provide clarific particulars of the bidder, directly conside by the bidder, directly constant any restriction possible imposibuting Authority (a) ten (10) years in sultant and sulta	d complete in eve unication, agreem onstrued as collus y competitor rega on, the intention of e products or server or indirectly, to any er with any official ation on the bid strong this bid. ctive practices relation of administration NPA) for criminal n terms of the Presentation, agreement the presentation of the Presentati	ery respect; lent or arrangen sive bidding. Irding the quality or decision to su vices to which the v competitor, pri I of the procurin ubmitted where lated to bids and live penalties in investigation are evention and Co	nent with an  r, quantity, bmit or not is bid invita  or to the da g institution so required contracts, terms of see d or may be mbating of	y to tion in by the bids th ction 5
ER	I, the undersigned, (name) the following statements that I certify to I have read and I understand the conter I understand that the accompanying bid The bidder has arrived at the accompar competitor. However, communication bin addition, there have been no consult specifications, prices, including method submit the bid, bidding with the intentio relates. The terms of the accompanying bid have time of the official bid opening or of the There have been no consultations, con relation to this procurement process pri institution; and the bidder was not invol I am aware that, in addition and without are suspicious will be reported to the Co of the Competition Act No 89 of 1998 or restricted from conducting business wi Activities Act No 12 of 2004 or any other	nts of this distinction of this distinction of the comment of the	closure; allified if this discippendently from, are in a joint vent audications, agree formulas used to the bid and condit and will not be, do the contract.  The agreements or aring the bidding paffing of the spectommission for a period legislation.  RAGRAPHS 1, 2	closure is found rand without consture or consortium ements or arrange calculate prices tions or delivery disclosed by the larrangements morocess except to diffications or terrody provided to construct the construction of the	not to be true an sultation, comm sulfation, comm im 3 will not be considered by the particulars of the bidder, directly considered by the bidder, directly considered any restrict possible imposibuting Authority (a) ten (10) years in sultanged by the considered by the constant any restrict possible impossible impossib	d complete in ever unication, agreem onstrued as collus y competitor regation, the intention of the products or server indirectly, to any er with any official attion on the bid strong this bid. The collective practices relation of administration of the Present the Present as of the	ery respect; lent or arrangen sive bidding. Irding the quality or decision to su vices to which the or competitor, pri of the procurin ubmitted where lated to bids and live penalties in investigation are evention and Co	nent with an  r, quantity, brint or not is bid invita  or to the da  g institution so required contracts, terms of see d or may be mbating of	y  to to tion  in by the bids the tetion see

<sup>1</sup> 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.

<sup>2 &</sup>quot;Procuring Institution" refers to all institutions under the Accounting Officer of the Department of Health.

<sup>3</sup> 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:

- Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- 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

The following terms shall be interpreted as indicated:

- "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, 1.1. including all attachments and appendices thereto and all documents incorporated by reference therein. 1.2.
- "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- "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 1.3. 1.4.
- "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products 1.5.
- "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 1.6. substantially different in basic characteristics or in purpose or utility from its components.
- "Day" means calendar day. 1.7.
- "Delivery" means delivery in compliance of the conditions of the contract or order.
- "Delivery ex stock" means immediate delivery directly from stock actually on hand. 1.8.
- "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 1.9. 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. 1.10.
- "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 1.11. which have the potential to harm the local industries in the RSA
- "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 1.12.
- "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 1.13. levels and to deprive the bidder of the benefits of free and open competition.
- "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract. 1.14.
- "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 1.15. imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs 1.16. 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.
- "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding 1.17. 1.18.
- "Order" means an official written order issued for the supply of goods or works or the rendering of a service... 1.19.
- "Project site," where applicable, means the place indicated in bidding documents.
- 1.20. "Purchaser" means the organization purchasing the goods.
- 1.21. "Republic" means the Republic of South Africa.
- 1.22. 1.23.
- "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 1.24. supplier covered under the contract.
- "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing. 1.25.

- These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and 2 the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents. 2,1.
- Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works. 2.2.
- Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply. 2.3.
- Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a General 3 3,1. bid. Where applicable a non-refundable fee for documents may be charged.
- 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 3.2.



- The goods supplied shall conform to the standards mentioned in the bidding documents and specifications. 4.1.
- Use of contract documents and information; inspection. 5
- 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 5.1. 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
- 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 5.2.
- 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. 5.3.
- 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 5.4. appointed by the purchaser, if so required by the purchaser.
- The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use 6.1. of the goods or any part thereof by the purchaser.

- 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 7.1.
- The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete 7.2.
- The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall 7.3.
  - (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
- 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. 7.4.

## Inspections, tests and analyses 8

- All pre-bidding testing will be for the account of the bidder.
- 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 8.1. 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 8.2. or an organization acting on behalf of the Department.
- 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 8.3.
- 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 8.4. the inspections, tests and analyses shall be defrayed by the purchaser.
- 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. 8.5.
- 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.
- 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 8.6. 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 8.7. 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.
- 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, 8.8. or to act in terms of Clause 23 of GCC.

# 9

- 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 9.1. 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.
- 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. 9.2.

# 10

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

# 11

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



12

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

The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: 13 13.1.

(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;

- 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
- 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. 13.2.

14

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.

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

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

- 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 15.1. 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
- 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 15.2. country, whichever period concludes earlier, unless specified otherwise in SCC.

The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty. 15.3.

- 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 15.4.
- 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 15.5. supplier under the contract.

16

- The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC. 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 16.1.
- 16.2.
- 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. 16.3.
- Payment will be made in Rand unless otherwise stipulated in SCC. 16.4.

17

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. 17.1.

18

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

19

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. 19.1.

20

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 20.1. the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

- 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 21.1.
- 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.

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 21.3.

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. 21.4.



- 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
- 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 21.6. 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

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 22.1. 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.

- 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 23 23.1.
  - (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. 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 23.2. goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 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. 23.3.
- 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 23.4. stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 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 23.5.
- If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following 23.6.
  - (i) the name and address of the supplier and I or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt 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.
- When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional 24 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 24.1. 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 antidumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount whichmay be due to him.
- Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or 25 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 25.1.
- 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.
- 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 26 this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or 26.1. remedy which has accrued or will accrue thereafter to the purchaser.
- 27
- 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.



- 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
- Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC. 27.3. 27.4.
- Notwithstanding any reference to mediation and/or court proceedings herein, 27.5.
  - (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

- Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; 28.1.
  - (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
  - (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.
- 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 29 29.1. written in English.

The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC. 30 30.1.

- 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 31 31.1.
- 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 31.2. posting of such notice.

- 32
- A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 32.1.
- 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 32.2. tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services. 32.3.

The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation. 33 33.1.

- 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 34.1.
- 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 34.2. as contemplated in the Competition Act No. 89 of 1998.
- If a bidder(s) or contractor(s), has I 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 I or claim damages from the bidder(s) or contractor(s) concerned.



# SPECIAL CONDITIONS OF CONTRACT

AMENDMENT OF CONTRACT

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. 1. 1.1.

2.

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

The Department is under no obligation to accept the lowest or any quote. 3.1.

- 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 3.2. unit error has been made, to investigate the vendor's standing and ability to complete the supply/service satisfactorily.
- ALL DECISIONS TAKEN BY THE DEPARTMENT ARE FINAL, INCLUDING THE AWARD OR CANCELLATION OF THIS QUOTATION. 3.3
- The price quoted must include VAT (if VAT vendor).
- 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 3.4. 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 3.5. from registered VAT vendors as originally stated on the quotation document.

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

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

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

- The bidder must accept full responsibility for the proper execution & fulfilment of all obligations conditions devolving on under this agreement, as the 3.7. Principal (s) liable for the due fulfilment of this contract.
- This quotation will be evaluated based on the 80/20 points system, specification, correctness of information and/or functionality criteria. All required 3.8. documentation must be completed in full and submitted.
- Offers must comply strictly with the specification. 3.9.
- Only offers that meet or are greater than the specification will be considered. 3.10.
- Late offers will not be considered. 3.11.
- Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months. 3.12.
- Used/ second-hand products will not be accepted.
- A bidder not registered on the Central Suppliers Database or whose verification has failed will not be considered. 3.13.
- 3.14. All delivery costs must be included in the quoted price for delivery at the prescribed destination.
- 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 3.15. 3.16.
- In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point. 3.17.
- In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered.
- Verification will be conducted to identify if bidders have multiple companies and are cover-quoting for this bid. 3.18.
- In such instances, the Department reserves the right to immediately disqualify such bidders as cover-quoting is an offence that represents both 3.19. 3.20. corruption and acquisition fraud.
- SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF THIS QUOTATION.
- Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the 4.1. masculine gender shall include the feminine and the neuter.
- Under no circumstances whatsoever may the quotation/bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, 4.2. but an original signature must appear on such photocopies.
- The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
- 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 4.3. preference points or price, is incomplete in any respect, the said supplier meets all specification requirements and scores the highest points in terms of 4.4. preference points and price, the Department reserves the right to request the bidder to complete/ submit such information.
- Any alteration made by the bidder must be initialled; failure to do so may render the response invalid.
- 4.5. Use of correcting fluid is prohibited and may render the response invalid.
- Quotations will be opened in public as soon as practicable after the closing time of quotation. 4.6. 4.7.
- Where practical, prices are made public at the time of opening quotations.
- 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 4.8. 4.9. indication thereof must be stated on the schedules attached.
- The Department is under no obligation to pay suppliers in part for work done if the supplier can no longer for fulfil their obligation. 4.10.
- SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS
- 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 5.1.
- 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
- All quotations received in sealed envelopes with the relevant quotation numbers on the envelopes are kept unopened in safe custody until the dosing 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.
- 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 5.4. quotation will be considered.



- Quotation documents must not be included in packages containing samples. Such quotations may be rejected as being invalid.
- 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 6.1.
  - If a company/s who has not won the quote requires their samples, they must advise the institution in writing of such. if such bidder wins 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.
- Samples must be made available when requested in writing or if stipulated on the document. 6.2.
  - If a Bidder fails to provide a sample of their product on offer for scrutiny against the set specification when requested, their offer will be rejected. All
  - (i) testing will be for the account of the bidder.

# COMPULSORY SITE INSPECTION / BRIEFING SESSION

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

	1	1	ulsory site meeting Will	: Place:	
(ii) Date:	-		-	Institution Site Inspection / briefing session Official:	Marie 122
Parties Clamp				Institution Site Inspection / pileting session of institution	
stitution Stamp:					
	10.1			Full Name:	
				Signature:	
				Signaturo	
				Date:	

# 8.

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. 8.1.

# SUBMISSION AND COMPLETION OF SBD 6.1

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 9. required, will result in such a bidder not being considered for preference point's allocation. The preferences applicable on the closing date will be 9.1. utilized. Any changes after the closing date will not be considered for that particular quote,

- 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 10.1.
- 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. 10.2.

# 11

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

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. 12.1.

- 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.
- 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 13 2.
- service providers expense.

  Alternatively, the institution may elect to terminate the contract and procure the necessary commodities in order to complete the contract. In the event that the contract is terminated the institution may claim damages from the service provider in the form of a penalty. The service provider's performance should be captured on the service provider database in order to determine whether or not the service provider should be awarded any contracts in the
- 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, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract 14.

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.

- 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
- 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. 14.3.
- THE DEPARTMENT RESERVES THE RIGHT TO PASS OVER ANY QUOTATION WHICH FAILS TO COMPLY WITH THE ABOVE. 15.



SBD 6.1.

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

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

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

# GENERAL CONDITIONS

- The following preference point systems are applicable to invitations to tender: 1. 1.1.
  - 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).
- The applicable preference point system for this tender is the 80/20 preference point system. 1.2.
- Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for: 1.3.
  - (a) Price; and
  - (b) Specific Goals.

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

POINTS
80
20
100

- 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. 1.5
- 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. 1.6.

- (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).

# FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES 3.

# POINTS AWARDED FOR PRICE

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

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

80/20 Pt-Pmin Pinin'

OR

90/10

# Where

= Points scored for price of tender under consideration Ps

= Price of tender under consideration Pt

Pmin = Price of lowest acceptable tender

# FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT 3.2.

# POINTS AWARDED FOR PRICE 3.2.1.

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

80/20

Pt-Pmax Ps=80 Pmax

OR

Pt-Pmax Ps=90 1 Pmax

90/10

# Where

Points scored for price of tender under consideration Ps

= Price of tender under consideration Pmax = Price of highest acceptable tender

# STANDARD QUOTATION DOCUMENT FOR QUOTATIONS ABOVE R2 000.01



# 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 <u>tenderer</u> must indicate <u>how</u> they claim points for each preference point system.

	Th.	s specific goal/s allocate	d points in terms of this ten	der	Number of points allocated (80/20 system)	Number of points <u>claimed</u> (80/20 system)
RDP	Goal: Full points a	located to prom	ote South African	owned enterprises	20	
	DECLARATION WITH REGA	RD TO COMPANY/FIRM				
4.3.	Name of company/firm:					
4.4.	Company registration number					
4.5.	TYPE OF COMPANY/ FIRM [	/ Consortium e propriety ny				1
4.6.	in the tender, qualifies the cor i) The information furnished ii) The preference points cla iii) In the event of a contract documentary proof to the iv) If the specific goals have state may, in addition to (a) disqualify the persor (b) recover costs, losses (c) cancel the contract a cancellation; (d) recommend that the basis, be restricted fo other side) rule has	npany/ firm for the prefere is true and correct; immed are in accordance wheing awarded as a result satisfaction of the organ obeen claimed or obtained any other remedy it may he from the tendering processor damages it has incurrent claim any damages whetenderer or contractor, its rom obtaining business from	nce(s) shown and I acknowled ith the General Conditions as at of points claimed as shown in of state that the claims are con on a fraudulent basis or any clave — as; ad or suffered as a result of the inch it has suffered as a result shareholders and directors, or or any organ of state for a per	indicated in paragraph 1 of this form n paragraphs 1.4 and 4.2, the contra rect; of the conditions of contract have not	; ctor may be requi been fulfilled, the rrangements due ; who acted on a f	red to furnish organ of to such
	D	JRNAME AND NAME: ATE: DDRESS:	SIGNATURE(S) OF TENDE	RER(S)	-	

# Disposable Surgical Gourn Sizes XXI +Xt Surgical Gourn with inside plastic Protector On the Front two tring strings at back of the near Four timing beness and the back Till tenstre above and the size for ful covering while stretching wrisk linning bett on the hong speece arm overs

- X 4 strong large hand bapt towell on each ple of single gown.

- PKE 87 Trousparent strong postic aprev en one side and paper on the other side.

- water repellent bete cover the sterile... Sown and beter towels for specification

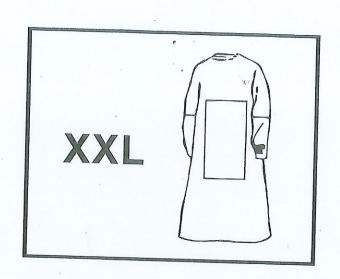
3 Reification

# PROTECT GOWN

# DISPOSABLE **SURGICAL GOWN**

REINFORCED

HAND TOWELS INCLUDED



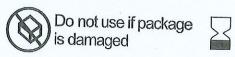


NO CL 401904













PROTECT Gowns pass ASTM F 1671

Manufactured in China