



KWAZULU-NATAL PROVINCE  
HEALTH  
REPUBLIC OF SOUTH AFRICA

## Quotation Advert

Opening Date: 25-24/06/2024  
Closing Date: 27-26/06/2024

Closing Time: 11H00

### INSTITUTION DETAILS

Institution Name: Manguzi Hospital  
Province: KwaZulu-Natal  
Department of entity: Department of Health  
Division or section: Central Supply Chain Management  
Place where goods/  
service is required: MANGUZI HOSPITAL  
Date Submitted: 24/06/2024

### ITEM CATEGORY AND DETAILS

Quotation number: ZNQ /MZH/213/24/25  
Item Category: Goods  
Item Description: SERVICE TO HYDRAULIC SCISSOR LIFT AT MORTUARY 01  
Quantity supplies 1

### COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Not applicable

Date:

Time:

Venue:

QUOTES CAN BE COLLECTED FROM: KZNHEALTH MANGUZI HOSPITAL (STORES)

QUOTES SHOULD BE DELIVERED TO: MANGUZI HOSPITAL TENDER BOX, AT THE MAIN GATE OR VIA EMAIL.

ENQUIRIES REGARDING ADVERT MAY BE DIRECTED TO:

Name: S. MASINGA

Email: SIPHIWE.MASINGA@KZNHEALTH.GOV.ZA - Contact number: 035 5920150

Finance Manager Name: C NHLEKO Finance Manager Signature



OFFICIAL PRICE PAGE FOR QUOTATIONS OVER R2 000.01

QUOTE NUMBER: ZNQ / MZH / 213 / 24 / 25

DESCRIPTION: SERVICE TO HYDRAULIC SCISSOR LIFT AT MORTUARY 01

PREFERENCE POINTS WILL BE ALLOCATED ACCORDING TO THE IMPLEMENTATION OF SPECIFIC GOALS IN TERMS OF PPR 2022:	POINTS ALLOCATED
Race – Full/partial/combination of points allocated to companies at least 51% owned by Black People	20

ICN NUMBER	QUANTITY	UNIT OF MEASURE	DESCRIPTION	BRAND & MODEL	COUNTRY OF MANUFACTURE	PRICE	
						R	C
	1		SERVICE TO HYDRQULIC SCISSOR LIFT AT MORTUARY <u>NO.1</u>				
			GRADE:ME				
			SERVICE FOR NOVEMBER 2024				
			BIDDERS MUST SUBMITT THE BBSEE CERTIFICATE/AFFIDAVIT TO QUALIFY FOR GOAL POINT CLAIM				
VALUE ADDED TAX @ 15% (Only if VAT Vendor)							
TOTAL QUOTATION PRICE (VALIDITY PERIOD 90 Days)							

DOES THIS OFFER COMPLY WITH THE SPECIFICATION? YES / NO  
 IS THE PRICE FIRM? YES / NO  
 DOES THE ARTICLE CONFORM TO THE S.A.N.S. / S.A.B.S. SPECIFICATION? YES / NO

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

NAME OF BIDDER: \_\_\_\_\_ SIGNATURE OF BIDDER: \_\_\_\_\_  
 [By signing this document, I hereby agree to all terms and conditions]

CAPACITY UNDER WHICH THIS QUOTE IS SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_



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](http://www.treasury.gov.za)

- 4 Standards**
- 4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5 Use of contract documents and information; inspection.**
- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6 Patent rights**
- 6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7 Performance security**
- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
- 8 Inspections, tests and analyses**
- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
- 9 Packing**
- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
- 10 Delivery and documents**
- 10.1. Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2. Documents to be submitted by the supplier are specified in SCC.
- 11 Insurance**
- 11.1. The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.



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

CONDITIONS OF CONTRACT

SCC

1. **AMENDMENT OF CONTRACT**
  - 1.1. Any amendment to or renunciation 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 (the offer was submitted) should their address (domicilium citandi et executandi) details change from the time of bidding to the expiry
3. **GENERAL CONDITIONS ATTACHED TO THE QUOTATION**
  - 3.1. The Department is under no obligation to accept any quote.
  - 3.2. The Department reserves the right to communicate with vendors in cases where information is incomplete or where there are obscurities regarding technical aspects of the offer, to correct prices or preference claims in cases where it is evident that a typing, written, transfer or unit error has been made, to investigate the ability to complete the supply/service satisfactorily.
  - 3.3. **ALL DECISIONS TAKEN BY THE DEPARTMENT, INCLUDING THE AWARD OR CANCELLATION OF THIS QUOTATION.**
  - 3.4. The price quoted must include VAT (if VAT is applicable).
  - 3.5. Should a bidder become a VAT vendor after the implementation of a contract, they may not request the VAT percentage from the Department as the service provider made period they were not registered as a VAT vendor. The Department is only liable for any VAT from registered VAT vendors as originally shown document.
  - 3.6. The bidder must ensure the correctness & validity:
    - (i) that the price(s), rate(s) & preference 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 check their quotation and to keep proof thereof.
  - 3.7. The bidder must accept full responsibility for & fulfilment of all obligations conditions devolving on under this agreement, as the Principal (s) liable for the due fulfilment of them.
  - 3.8. This quotation will be evaluated based on item; specification, correctness of information and/or functionality criteria. All required documentation must be completed in full and clear.
  - 3.9. Offers must comply strictly with the specific requirements.
  - 3.10. Only offers that meet or are greater than the considered.
  - 3.11. Late offers will not be considered.
  - 3.12. Expired product/s will not be accepted. All 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 Supplier Verification has failed will not be considered.
  - 3.15. All delivery costs must be included in the price at the prescribed destination.
  - 3.16. Only firm prices will be accepted. Such prices for the contract period. Non-firm prices (including rates of exchange variations) will not be considered.
  - 3.17. In cases where different delivery points in separate pricing schedule must be submitted for each delivery point.
  - 3.18. In the event of a bidder having multiple quotes according to specification will be considered.
  - 3.19. Verification will be conducted to identify if companies and are cover-quoting for this bid.
  - 3.20. In such instances, the Department reserves the right to disqualify such bidders as cover-quoting is an offence that represents both corruption and acquisition fraud.
4. **SPECIAL INSTRUCTIONS AND NOTICE REGARDING THE COMPLETION OF THIS QUOTATION.**
  - 4.1. Unless inconsistent with or expressly indicated in the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine.
  - 4.2. Under no circumstances whatsoever may a bid be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on the bid.
  - 4.3. The bidder is advised to check the number of pages himself that none are missing or duplicated.
  - 4.4. Quotations submitted must be complete in form, where it is identified that information in a bidder's response, which does not affect the preference points or price, is incomplete if the supplier meets all specification requirements and scores the highest points in terms of preference points and price, the Department may request the bidder to complete/ submit such information.
  - 4.5. Any alteration made by the bidder must be clearly marked so as to render the response invalid.
  - 4.6. Use of correcting fluid is prohibited and renders the response invalid.
  - 4.7. Quotations will be opened in public at the closing time of quotation.
  - 4.8. Where practical, prices are made public in quotations.
  - 4.9. If it is desired to make more than one offer for an item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the cover of the quotation.
  - 4.10. The Department is under no obligation to work done if the supplier can no longer fulfil their obligation.
5. **SPECIAL INSTRUCTIONS REGARDING QUOTATIONS**
  - 5.1. Quotation shall be lodged at the address and 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 quotation documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the closing date indicated on the envelope. The envelope shall not contain documents relating to any quotation other than that of the bidder. 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 numbers on the envelopes are kept unopened in safe custody until the closing time of the quotation/bids. Where, however, an envelope is opened, it shall be sealed. If it is received without a quotation/bid number on the envelope, it shall be opened, the quotation envelope sealed and the quotation number written on the envelope.
  - 5.4. A specific box is provided for the receipt of quotations found in any other box or elsewhere subsequent to the closing date and time of quotation will be considered.





**KWAZULU-NATAL PROVINCE**

HEALTH  
REPUBLIC OF SOUTH AFRICA

**DIRECTORATE: CEO**

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## Scissor lift

- Check operational
- Check cylinder
- Check tank for leaks
- Check hydraulic
- Check leaks on the lift
- Written report required