



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

## Quotation Advert

**Opening Date:** 03/09/2024  
**Closing Date:** 05/09/2024  
**Closing Time:** 11:00

### INSTITUTION DETAILS

**Province:** KwaZulu-Natal  
**Department of entity:** Department of Health  
**Division or section:** Supply Chain Management  
**Place where goods/  
service is required:** Ladysmith Regional Hospital  
SCM  
**Date Submitted:** 03/09/2024

### ITEM CATEGORY AND DETAILS

**Quotation number:** LSH383/24/25  
**Item Category:** Goods  
**Item Description:** Birth Register  
**Quantity:** 50

### COMPULSORY BRIEFING SESSION / SITE VISIT

**Select Type:** Not applicable  
**Time:** Not applicable  
**Venue:** Not applicable

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


**QUOTATION MUST BE DEPOSITED ON THE TENDER BOX NEXT TO MAIN SECURITY GATE  
OR EMAIL:** [Ladysmith.quotation@kznhealth.gov.za](mailto:Ladysmith.quotation@kznhealth.gov.za)

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

**Name:** N.S.A Khumalo  
**Email:** [Ladysmith.quotation@kznhealth.gov.za](mailto:Ladysmith.quotation@kznhealth.gov.za)

**Contact number:** 036-638 0242

**Acting Finance Manager Name:** Mr T A Sokhela

**Finance Manage signature:** 



PARTICULARS OF QUOTATION

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: LADYSMITH REGIONAL HOSPITAL

FACSIMILE NUMBER: 036 631 2136 E-MAIL ADDRESS: ladysmith.quotation@kznhealth.gov.za

PHYSICAL ADDRESS: 36 MALCOM ROAD, HOSPITAL PARK, LADYSMITH 3370

QUOTE NUMBER: ZNQ / LSH / 383 / 24 - 25 VALIDITY PERIOD: 90 DAYS

DATE ADVERTISED: 03 SEPTEMBER 2024 CLOSING DATE: 05 SEPTEMBER 2024 CLOSING TIME: 11:00

DESCRIPTION: BIRTH REGISTER LARGEST SIZE GREEN COMBINED LABOUR AND POSTNATAL WITH THE

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

DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS):

LADYSMITH REGIONAL HOSPITAL, 36 MALCOM ROAD, HOSPITAL PARK, LADYSMITH 3370 (BOX AT SCM)

ENQUIRIES REGARDING THE QUOTE MAY BE DIRECTED TO:

CONTACT PERSON: N.S.A KHUMALO TELEPHONE NUMBER: 036 638 0096

E-MAIL ADDRESS: nosiphiwe.khumalo@kznhealth.gov.za

ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

CONTACT PERSON: M.L. MADUNA TELEPHONE NUMBER: 036 638 0019

E-MAIL ADDRESS: \_\_\_\_\_

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

The quote box is open from 08:00 to 15:30.

QUOTATIONS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RETYPED)

THIS QUOTE IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

THE FOLLOWING PARTICULARS OF BIDDER MUST BE FURNISHED  
(FAILURE TO DO SO MAY RESULT IN YOUR QUOTE BEING DISQUALIFIED)

NAME OF BIDDER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

POSTAL ADDRESS: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FACSIMILE NUMBER: \_\_\_\_\_

CELLPHONE NUMBER: \_\_\_\_\_ SARS PIN: \_\_\_\_\_

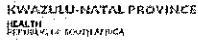
VAT REGISTRATION NUMBER (If VAT vendor): \_\_\_\_\_

CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO.

M A A A

UNIQUE REGISTRATION REFERENCE:

- - - - -



DESCRIPTION: BIRTH REGISTER LARGEST SIZE GREEN COMBINED LABOUR AND POSTNATAL WITH THE

ICN NUMBER	QUANTITY	UNIT OF MEASURE	DESCRIPTION	BRAND & MODEL	COUNTRY OF MANUFACTURE	PRICE	
						R	C
	50	UNITS	BIRTH REGISTER LARGEST SIZE GREEN				
			COMBINED LABOUR AND POSTNATAL				
			WITH THE STRONGEST HARD COVER				
			PAGES NOT EASILY TORN AND ALL				
			INDICATORS APPLICABLE PRESENT				
			SEE SAMPLE ATTACHED				
			NB: SEE ATTACHED EVALUATION				
			CRITERIA PLEASE SIGN AND RETURN				
			IT WITH ATTACHED REQUIREMENT				
VALUE ADDED TAX @ 15% (Only if VAT Vendor)							
TOTAL QUOTATION PRICE (VALIDITY PERIOD 90 Days)							

CAPACITY UNDER WHICH THIS QUOTE IS SIGNED: DATE:



Quotation No.	LSH303/24/25
Quotation Description	Birth Register

#### EVALUATION CRITERIA

This institution intends to evaluate valid quotations using **five (4) evaluation stages**. These are peremptory requirements, should the bidder/tenderer fail to comply with any of the stages as stated below, the quotation will be regarded as non-responsive, and will not progress to the final stage of evaluation:

Stage 1: Administrative Compliance, Compulsory and Mandatory Requirements

Stage 2: Compliance with Specification

Stage 3: Price and Preference Points System (Specific Goals)

Stage 4 : Objective Criteria (Submission of Sample)

Bidder Initial here: \_\_\_\_\_



**STAGE 1: ADMINISTRATIVE, COMPULSORY COMPLIANCE AND MANDATORY REQUIREMENTS**

NO.	REQUIREMENTS	INCLUDED IN THE PUBLISHED DOCUMENT?	TO BE RETURNED BY BIDDER/ TENDERER?
<b>Administrative Compliance</b>			
1.	PARTICULARS OF QUOTATION	YES	YES
2.	OFFICIAL PRICE PAGE FOR QUOTATIONS OVER R2 000.01	YES	YES
3.	BIDDER'S DISCLOSURE (SBD4)	YES	YES
4.	GENERAL CONDITIONS OF CONTRACT (GCC)	YES	YES
5.	SPECIAL CONDITIONS OF CONTRACT (SCC)	YES	YES
6.	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (SBD 6.1)	YES	YES
<b>Compulsory Compliance</b>			
7.	SUPPLIER UPDATED CIPC REGISTRATION DOCUMENTS	NO	YES
8.	A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (For EMEs & QSEs)	NO	YES
9.	CENTRAL SUPPLIER DATABASE COMPLIANCE REPORT (CSD)	NO	YES
<b>Mandatory Requirements</b>			
09.	THE BIDDER MUST PROVIDE PROOF THAT THE ITEMS TO BE SUPPLIED ARE SABS OR SANS APPROVED	NO	YES
10.	VALID COPY OF LICENCE ISSUED BY SOUTH AFRICAN HEALTH PRODUCTS REGULATORY AUTHORITY (SAHPRA), AUTHORIZING YOUR COMPANY TO MANUFACTURE/WHOLESALE/DISTRIBUTE MEDICAL DEVICES	NO	NO

**Note:** This relates to administrative, compulsory and mandatory returnable documents which must be fully completed, and submitted, should you fail to submit any of the above returnable documents, your offer will be treated as non-responsive and will not proceed to the next stage of evaluation. The department reserve a right to verify validity of the documents submitted, should it be discovered that the information submitted is misrepresented or falsified the quotation will be disqualified or contract may be terminated.

Bidder Initial here: \_\_\_\_\_



**STAGE 2: COMPLIANCE WITH SPECIFICATION**

Requirement	Complies with Specification Yes /No
The bidder / Tenderer to confirm that the product supplied complies with attached specification document, should you fail to indicate compliance your quotation will not progress to the next stage of evaluation.	

**STAGE 3: PRICE AND PREFERENCE POINTS**

The value of this quotation is estimated not to exceed R 50 000 000 (inclusive of all applicable taxes), therefore the 80/20 preference point system shall be applicable. Points for this quotation will be awarded for:

CATEGORY	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and must not exceed	100

The Department has identified the following specific goal:

Specific Goal	Number of Points allocated	Proof To Claim Specific Goal (Returnable Documents)
RDP Goal: Full points allocated to promote enterprises owned by Youth	20	1. BBBEE Certificate/Sworn Affidavit 2. ID Copies <b>NB:</b> CSD detailed report will be used to verify information on returnable documents.
<b>NOTE:</b> Should a responsive bidder fail to submit proof to claim points, as stated above this will not result in disqualification; however, the bidder will not be awarded points for specific goals.		

**STAGE 4: OBJECTIVE CRITERIA (SUBMISSION OF SAMPLE)**

1. At least three bidders who scored the highest points will be required to submit samples, the institution will only accept and award compliant sample.
2. Should all three bidders fail to submit sample, the next three highest scoring bidders will be requested to submit samples.
3. Should all samples be rejected, the quotation process will start afresh.
4. The Department reserves the right to negotiate prices, if prices quoted are considered to be non-market related.
5. Note, the samples will be requested via email.

Bidder Initial here: \_\_\_\_\_

	ITEM NO.	DESCRIPTION
122.	50-14557	<p><b>A4 LEAFLETS/PAMPHLETS (297mm X210mm)</b></p> <p>A standard-size sheet of paper that can be folded lengthwise three times to create six panels (tri-fold) and others printed on both sides. (To be specified by requisitioner).  Paper weight must be 115 GSM  The different messages to be printed are to be provided by the department.</p> <p><b>Packaging Unit: Each</b></p>
	ITEM NO.	DESCRIPTION
123.	50-14556	<p><b>POSTERS A2 (420mm x 594mm)</b></p> <p>The messages to be printed to be provided by the department  A standard paper to be used  Paper weight must be 170 GSM</p> <p><b>Packaging Unit: Each</b></p>
	ITEM NO.	DESCRIPTION
124.	50-00736	<p><b>EDUCATIONAL BOOKLETS</b></p> <p>The content to be supplied by the department  <b>Size of booklet A5 (148 X 210 mm)</b>  <b>Pages:</b> 4 page cover; 30 page text (approx. 6000 words)  <b>Cover specification (matt laminate):</b> 250gsm Triple Green Matt. Matt film laminated and scored  <b>Text specification:</b> 170gsm Triple Green Matt  <b>Colour, design and layout:</b> Full colour, as per Department's Brand colours and guideline  <b>Binding:</b> Folded, saddle stitched two wires and trimmed flush</p> <p><b>Packaging Unit: Each</b></p>
	ITEM NO.	DESCRIPTION
125.	50-00748	<p><b>LABOUR WARD REGISTER</b></p> <p><b>Stock:</b> Covers – Grey Chip 1200mic  End Sheets – White Cartridge 90gsm  Text – White Cartridge 90gsm  Cloth – Novalite Emotions two tone Blue (12178)</p> <p><b>Size:</b> 305mm x 425mm (landscape closed)</p> <p><b>Pages:</b> 208 pages including end sheets</p> <p><b>Foil:</b> Cover – Gold (Area – 160mm x 110mm)</p> <p><b>Print:</b> Text – Black throughout</p> <p><b>Binding:</b> Section Sewn and Full Bound (case)</p> <p><b>Artwork:</b> To be done by printer</p> <p><b>Packaging Unit:</b> 100 per box</p>
	ITEM NO.	DESCRIPTION
126.	50-00747	<p><b>COMBINED BIRTH REGISTER LABOUR WARD AND POSTNATAL WARD</b></p> <p><b>Stock:</b> Covers – Grey Chip 1200mic  End Sheets – White Cartridge 90gsm  Text – White Cartridge 90gsm  Cloth – Novalite Emotions two tone Green (12187)</p>



# health

Department:  
Health  
REPUBLIC OF SOUTH AFRICA

## Birth Register

Combined  
**Labour Ward and Postnatal Ward**

to commence  
1/06/2024  
[Signature]



Labour/Delivery/Postpartum (Yes, No)		Delivered		Family planning (Yes, No)		Maternal separation		Infant outcome	
31	Severe pre eclampsia	Signature and Designation By Name & Surname	Date (dd/mm)	32	Oral contraception	34	Discharged (Yes, No)	41	Birth weight
	Prolonged rupture of membranes			33	Mecloxyprogesterone			42	Birth defects (What?)
	Ruptured uterus				Norethisterone granulate			43	Birth defects notified (Yes, No)
	Obstructed or prolonged labour				Condoms			44	ML
	Retained placenta				IUCD inserted			45	Targeted birth PCR test (Yes, No, NA)
	Manual removal of placenta		Subdermal implant		APGAR	46	Targeted birth PCR test result	46	(Pos. Neg)
								47	Live birth to HIV positive woman (Yes, No)
								48	Neutropine given NVP (Yes, No)
								49	Daily NVP for 6 weeks (Yes, No)
								50	Infant feeding method (EBF, EBF, Unlure)
								51	Also tick if EBF within 1 hour
								52	Vitamin K to infant (Yes, No)
								53	Polio dose (Yes, No)
								54	BCG dose (Yes, No)
								55	Admitted (Yes, No)
								56	Time
								57	Date
								58	Infant discharge (Yes, No)
								59	Early neonatal death (Yes, No)
								60	Transfer out (TFO) (Yes, No)

Postpartum haemorrhage		Severe pre eclampsia		Eclampsia		Prolonged rupture of membranes		Ruptured uterus		Sepsis		Obstructed or prolonged labour		Retained placenta		Manual removal of placenta	
Yes, No		Yes, No		Yes, No		Yes, No		Yes, No		Yes, No		Yes, No		Yes, No		Yes, No	
31		32		33		34		35		36		37		38		39	
Delivered by Name & Surname		Signature and Designation		Sterilisation		Oral contraception		Medroxyprogesterone		Norethisterone enanthate		Condoms		IUCD inserted		Subdermal implant	
32		33		34		35		36		37		38		39		40	
Discharged (Yes, No)		Transfer out (TFO) (Yes, No)		Maternal death (Yes, No)		Gestational age at birth		Gender (Male, Female)		Alive (Yes, No)		Stillbirth (fresh, Macerated)		5 min		10 min	
41		42		43		44		45		46		47		48		49	
Resuscitate bagmask (Yes, No)		Birth weight		Birth defects (What?)		Birth defects notified (Yes, No, NA)		Targeted birth PCR test (Yes, No, NA)		Targeted birth PCR test result (Pos, Neg)		Live birth to HIV positive woman (Yes, No)		Neutrophils given (NVP (Yes, No))		Daily NVP for 6 weeks (Yes, No)	
50		51		52		53		54		55		56		57		58	
Infant feeding method (EBF/EFB/Unsure)		Also tick if EBF within 1 hour		Vitamin K to infant (Yes, No)		Polio dose (Yes, No)		BCG dose (Yes, No)		Admitted (Yes, No)		Time		Date		Infant separated	
59		60		61		62		63		64		65		66		67	
68		69		70		71		72		73		74		75		76	
77		78		79		80		81		82		83		84		85	
86		87		88		89		90		91		92		93		94	
95		96		97		98		99		100		101		102		103	
104		105		106		107		108		109		110		111		112	
113		114		115		116		117		118		119		120		121	
122		123		124		125		126		127		128		129		130	
131		132		133		134		135		136		137		138		139	
140		141		142		143		144		145		146		147		148	
149		150		151		152		153		154		155		156		157	
158		159		160		161		162		163		164		165		166	
167		168		169		170		171		172		173		174		175	
176		177		178		179		180		181		182		183		184	
185		186		187		188		189		190		191		192		193	
194		195		196		197		198		199		200		201		202	
203		204		205		206		207		208		209		210		211	
212		213		214		215		216		217		218		219		220	
221		222		223		224		225		226		227		228		229	
230		231		232		233		234		235		236		237		238	
239		240		241		242		243		244		245		246		247	
248		249		250		251		252		253		254		255		256	
257		258		259		260		261		262		263		264		265	
266		267		268		269		270		271		272		273		274	
275		276		277		278		279		280		281		282		283	
284		285		286		287		288		289		290		291		292	
293		294		295		296		297		298		299		300		301	
302		303		304		305		306		307		308		309		310	
311		312		313		314		315		316		317		318		319	
320		321		322		323		324		325		326		327		328	
329		330		331		332		333		334		335		336		337	
338		339		340		341		342		343		344		345		346	
347		348		349		350		351		352		353		354		355	
356		357		358		359		360		361		362		363		364	
365		366		367		368		369		370		371		372		373	
374		375		376		377		378		379		380		381		382	
383		384		385		386		387		388		389		390		391	
392		393		394		395		396		397		398		399		400	
401		402		403		404		405		406		407		408		409	
410		411		412		413		414		415		416		417		418	
419		420		421		422		423		424		425		426		427	
428		429		430		431		432		433		434		435		436	
437		438		439		440		441		442		443		444		445	
446		447		448		449		450		451		452		453		454	
455		456		457		458		459		460		461		462		463	
464		465		466		467		468		469		470		471		472	
473		474		475		476		477		478		479		480		481	
482		483		484		485		486		487		488		489		490	
491		492		493		494		495		496		497		498		499	
500		501		502		503		504		505		506		507		508	
509		510		511		512		513		514		515		516		517	
518		519		520		521		522		523		524		525		526	
527		528		529		530		531		532		533		534		535	
536		537		538		539		540		541		542		543		544	
545		546		547		548		549		550		551		552		553	
554		555		556		557		558		559		560		561		562	
563		564		565		566		567		568		569		570		571	
572		573		574		575		576		577		578		579		580	
581		582		583		584		585		586		587		588		589	
590		591		592		593		594		595		596		597		598	
599		600		601		602		603		604		605		606		607	
608		609		610		611		612		613		614		615		616	
617		618		619		620		621		622		623		624		625	
626		627		628		629		630		631		632		633		634	
635		636		637		638		639		640		641		642		643	
644		645		646		647		648		649		650		651		652	
653		654		655		656		657		658		659		660		661	
662		663		664		665		666		667		668		669		670	
671		672		673		674		675		676		677		678		679	
680		681		682		683		684		685		686		687		688	
689		690		691		692		693		694		695		696		697	
698		699		700		701		702		703		704		705		706	
707		708		709		710		711		712		713		714		715	
716		717		718		719		720		721		722		723		724	
725		726		727		728		729		730		731		732		733	
734		735		736		737		738		739		740		741		742	
743		744		745		746		747		748		749		750		751	
752		753		754		755		756		757		758		759		760	
761		762		763		764		765		766		767		768		769	
770		771		772		773		774		775		776		777		778	
779		780		781		782		783		784		785		786		787	
788		789		790		791		792		793		794		795		796	
797		798		799		800		801		802		803		804		805	
806		807		808		809		810		811		812		813		814	
815		816		817		818		819		820		821		822		823	
824		825		826		827		828		829		830		831		832	
833		834		835		836		837		838		839		840		841	
842		843		844		845		846		847		848		849		850	
851		852		853		854		855		856		857		858		859	
860		861		862		863		864		865		866		867		868	
869		870		871		872		873		874		875		876		877	
878		879		880		881		882		883		884		885		886	
887		888		889		890		891		892		893		894		895	
896		897		898		899		900		901		902		903		904	
905		906		907		908		909		910		911		912		913	
914		915		916		917		918		919		920		921		922	
923		924		925		926		927		928		929					



Explanation of data elements required in the Combined Labour Ward and Postnatal Ward Register

Field	Column 1	Column 2	Column 3
1. New 1			
2. New 2			

Notes: 1. New 1 and New 2 are to be filled in the bottom block of the register. 2. New 1 and New 2 are to be filled in the top block of the register. 3. New 1 and New 2 are to be filled in the bottom block of the register. 4. New 1 and New 2 are to be filled in the top block of the register.

Notes: 1. New 1 and New 2 are to be filled in the bottom block of the register. 2. New 1 and New 2 are to be filled in the top block of the register. 3. New 1 and New 2 are to be filled in the bottom block of the register. 4. New 1 and New 2 are to be filled in the top block of the register.

Field	Column 1	Column 2	Column 3
1. New 1			
2. New 2			
3. New 3			
4. New 4			
5. New 5			
6. New 6			
7. New 7			
8. New 8			
9. New 9			
10. New 10			
11. New 11			
12. New 12			
13. New 13			
14. New 14			
15. New 15			
16. New 16			
17. New 17			
18. New 18			
19. New 19			
20. New 20			
21. New 21			
22. New 22			
23. New 23			
24. New 24			
25. New 25			
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41. New 41			
42. New 42			
43. New 43			
44. New 44			
45. New 45			
46. New 46			
47. New 47			
48. New 48			
49. New 49			
50. New 50			
51. New 51			
52. New 52			
53. New 53			
54. New 54			
55. New 55			
56. New 56			
57. New 57			
58. New 58			
59. New 59			
60. New 60			

This needs to be indicated in writing.

Field	Column 1	Column 2	Column 3
29	Indication for caesarean section, forceps, vacuum		
30	Perineum		
31	Complications of labour/Delivery/Postpartum		
32	Delivered by		
33	Family planning		
34-35	Maternal separation		
36	Gestational age		
37	Gender		
38	Alive		
39	Stillbirth		
40	APGAR		
41	Resuscitated		
42	Birth weight		
43	Birth defects		
44	Birth defects notified		
45	Targeted birth PCR test		
46	Targeted birth PCR test result		
47	Live birth to HIV positive		
48	Neurapine given		
49	Daily Neurapine dispensed for 6 wks		
50	Infant feeding method EBF / EBF / Urtsure Tick if EBF in 1 hour		
51	Vitamin K to infant		
52	Polio dose		
53	BCG dose		
54	Infant admitted		
55	Infant separation date		
56	Infant discharge		
57	Early neonatal death (0-7 days)		
58	Infant transfer out (TFO)		
59	Transfer facility		
60	Remarks		

Name of facility

Name of facility

Name of facility

Name of facility

Name of facility

Name of facility

Name of facility

Name of facility

Name of facility

Name of facility



**health**

Department:  
Health  
REPUBLIC OF SOUTH AFRICA

**Facility Name:** \_\_\_\_\_

**Register Period (Date):**

**From:** \_\_\_\_\_ **Till:** \_\_\_\_\_



Month - Year

[illegible]

Birth registration: Month - Year

[illegible]



# Birth registration: Month - Year

Folder number:		Parent's Name, Surname		Address	
Date of birth	Age	ID number (or birthdate if ID number not available)		Telephone number	
1	2	3	4	5	6
Age		7			
Gravidity		8			
Parity		9			
Antenatal care		10			
Facility / Private / Unbooked (if not attend antenatal care)		11			
Antenatal booking before 20 weeks gestation (Yes, No)		12			
Number of antenatal visits		13			
Rh (Pos, Neg, Unknown)		14			
Anti D Immunoglobulin to mother if Rh Negative (Yes, No)		15			
RPR (Pos, Neg, Unknown)		16			
RPR treated (Yes, No)		17			
HIV status (Pos, Neg, Unknown)		18			
On ART (Dual, Triple, No)		19			
HIV 1st test (Yes, No)		20			
HIV 1st test result (Pos, Neg)		21			
HIV re-test after 12wks (Yes, No)		22			
HIV re-test after 12wks result (Pos, Neg)		23			
CD4 labour/postpartum (Yes, No)		24			
CD4 count		25			
Initiate ART (Yes, No)		26			
Birth before arrival (BBA) (Yes, No)		27			
Delivery		28			
Date (dd/mm)		29			
Time		30			
Duration of active phase of labour (hrs)		31			
Mode of delivery		32			
Normal Vertex (Yes, No)		33			
Caesarean section (Elective, Emergency)		34			
Vacuum (Yes, No)		35			
Forceps (Yes, No)		36			



BIDDER'S DISCLOSURE

1 PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2 BIDDER'S DECLARATION

- 2.1. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? YES / NO

- 2.1.1. If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

FULL NAME	IDENTITY NUMBER	NAME OF STATE INSTITUTION

- 2.2. Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution<sup>2</sup>? YES / NO

- 2.2.1. If so, furnish particulars: \_\_\_\_\_

- 2.3. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? YES / NO

- 2.3.1. If so, furnish particulars: \_\_\_\_\_

3 DECLARATION

I, the undersigned, (name) \_\_\_\_\_ in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1. I have read and I understand the contents of this disclosure;
- 3.2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
- 3.4. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6. There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

NAME OF BIDDER

SIGNATURE

POSITION

DATE

<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> "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:

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

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

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

1 Definitions

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin 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.



- 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22 Penalties**
- 22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23 Termination for default**
- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
- 24 Anti-dumping and countervailing duties and rights**
- 24.1. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
- 25 Force Majeure**
- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26 Termination for Insolvency**
- 26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27 Settlement of Disputes**
- 27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

- 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5. Notwithstanding any reference to mediation and/or court proceedings herein,  
(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and  
(b) the purchaser shall pay the supplier any monies due the supplier.
- 28 Limitation of liability**
- 28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;  
(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and  
(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29 Governing language**
- 29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30 Applicable law**
- 30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31 Notices**
- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32 Taxes and duties**
- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33 National Industrial Participation (NIP) Programme**
- 33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices**
- 34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.



**SPECIAL CONDITIONS OF CONTRACT**

**1. AMENDMENT OF CONTRACT**

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

**2. CHANGE OF ADDRESS**

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

**3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION**

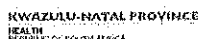
- 3.1. The Department is under no obligation to accept the lowest or any quote.
- 3.2. The Department reserves the right to communicate in writing with vendors in cases where information is incomplete or where there are obscurities regarding technical aspects of the offer, to obtain confirmation of prices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

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

- 4.1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
- 4.2. Under no circumstances whatsoever may the quotation/bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
- 4.3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
- 4.4. Quotations submitted must be complete in all respects. However, where it is identified that information in a bidder's response, which does not affect the preference points or price, is incomplete in any respect, the said supplier meets all specification requirements and scores the highest points in terms of preference points and price, the Department reserves the right to request the bidder to complete/ submit such information.
- 4.5. Any alteration made by the bidder must be initialled; failure to do so may render the response invalid.
- 4.6. Use of correcting fluid is prohibited and may render the response invalid.
- 4.7. Quotations will be opened in public as soon as practicable after the closing time of quotation.
- 4.8. Where practical, prices are made public at the time of opening quotations.
- 4.9. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
- 4.10. The Department is under no obligation to pay suppliers in part for work done if the supplier can no longer for fulfil their obligation.

**5. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS**

- 5.1. Quotation shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the quotation documents.
- 5.2. Each quotation shall be addressed in accordance with the directives in the quotation documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the quotation number and closing date indicated on the envelope. The envelope shall not contain documents relating to any quotation other than that shown on the envelope. If this provision is not complied with, such quotations/bids may be rejected as being invalid.
- 5.3. All quotations received in sealed envelopes with the relevant quotation numbers on the envelopes are kept unopened in safe custody until the closing time of the quotation/bids. Where, however, a quotation is received open, it shall be sealed. If it is received without a quotation/bid number on the envelope, it shall be opened, the quotation number ascertained, the envelope sealed and the quotation number written on the envelope.
- 5.4. A specific box is provided for the receipt of quotations, and no quotation found in any other box or elsewhere subsequent to the closing date and time of quotation will be considered.



- 5.6. Quotation documents must not be included in packages containing samples. Such quotations may be rejected as being invalid.
6. **SAMPLES**
- 6.1. In the case of the quote document stipulating that samples are required, the supplier will be informed in due course when samples should be provided to the institution. (This decreases the time of safety and storage risk that may be incurred by the respective institution). The bidders sample will be retained if such bidder wins the contract.
- (i) If a company/s who has not won the quote requires their samples, they must advise the institution in writing of such.
- (ii) If samples are not collected within three months of close of quote the institution reserves the right to dispose of them at their discretion.
- 6.2. **Samples must be made available when requested in writing or If stipulated on the document.**
- If a Bidder fails to provide a sample of their product on offer for scrutiny against the set specification when requested, their offer will be rejected. All
- (i) testing will be for the account of the bidder.
7. **COMPULSORY SITE INSPECTION / BRIEFING SESSION**
- 7.1. Bidders who fail to attend the compulsory meeting will be disqualified from the evaluation process.
- (i) The institution has determined that a compulsory site meeting will not take place.
- (ii) **Date:**                    /                    /                    **Time:**                    :                    **Place:**

Institution Stamp:	Institution Site Inspection / briefing session Official:  Full Name: _____  Signature: _____  Date: _____
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- 8. STATEMENT OF SUPPLIES AND SERVICES**
- 8.1. The contractor shall, when requested to do so, furnish particulars of supplies delivered or services executed. If he/she fails to do so, the Department may, without prejudice to any other rights which it may have, institute inquiries at the expense of the contractor to obtain the required particulars.
- 9. SUBMISSION AND COMPLETION OF SBD 6.1**
- 9.1. Should a bidder wish to qualify for preference points they must complete a SBD 6.1 document. Failure by a bidder to provide all relevant information required, will result in such a bidder not being considered for preference point's allocation. The preferences applicable on the closing date will be utilized. Any changes after the closing date will not be considered for that particular quote.
- 10. TAX COMPLIANCE REQUIREMENTS**
- 10.1. In the event that the tax compliance status has failed on CSD, it is the suppliers' responsibility to provide a SARS pin in order for the institution to validate the tax compliance status of the supplier.
- 10.2. In the event that the institution cannot validate the suppliers' tax clearance on SARS as well as the Central Suppliers Database, the quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.
- 11. TAX INVOICE**
- 11.1. A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:
- (i) the name, address and registration number of the supplier;
  - (ii) the name and address of the recipient;
  - (iii) an individual serialized number and the date upon which the tax invoice
  - (iv) a description and quantity or volume of the goods or services supplied;
  - (v) the official department order number issued to the supplier;
  - (vi) the value of the supply, the amount of tax charged;
  - (vii) the words tax invoice in a prominent place.
- 12. PATENT RIGHTS**
- 12.1. The supplier shall indemnify the KZN Department of Health (hereafter known as the purchaser) against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 13. PENALTIES**
- 13.1. If at any time during the contract period, the service provider is unable to perform in a timely manner, the service provider must notify the institution in writing/email of the cause of and the duration of the delay. Upon receipt of the notification, the institution should evaluate the circumstances and, if deemed necessary, the institution may extend the service provider's time for performance.
- 13.2. In the event of delayed performance that extends beyond the delivery period, the institution is entitled to purchase commodities of a similar quantity and quality as a substitution for the outstanding commodities, without terminating the contract, as well as return commodities delivered at a later stage at the service provider's expense.
- 13.3. Alternatively, the institution may elect to terminate the contract and procure the necessary commodities in order to complete the contract. In the event that the contract is terminated the institution may claim damages from the service provider in the form of a penalty. The service provider's performance should be captured on the service provider database in order to determine whether or not the service provider should be awarded any contracts in the future.
- 13.4. If the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance.



**14. TERMINATION FOR DEFAULT**

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



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

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

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

1. GENERAL CONDITIONS

1.1. The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

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

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

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

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \text{80/20} & & \text{90/10} \\ \text{Ps} = 80 \left( 1 - \frac{\text{Pt} - \text{Pmin}}{\text{Pmin}} \right) & \text{OR} & \text{Ps} = 90 \left( 1 - \frac{\text{Pt} - \text{Pmin}}{\text{Pmin}} \right) \end{array}$$

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \text{80/20} & & \text{90/10} \\ \text{Ps} = 80 \left( 1 + \frac{\text{Pt} - \text{Pmax}}{\text{Pmax}} \right) & \text{OR} & \text{Ps} = 90 \left( 1 + \frac{\text{Pt} - \text{Pmax}}{\text{Pmax}} \right) \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender



**4. POINTS AWARDED FOR SPECIFIC GOALS**

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

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

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

The specific goal/s allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system)
RDP Goal: Full points allocated to promote enterprises owned by Youth	20	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

_____ <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	_____
<b>DATE:</b>	_____
<b>ADDRESS:</b>	_____
	_____
	_____