






## Quotation Advert

Opening Date: 2019-09-06   
Closing Date: 2019-09-13   
Closing Time: 11:00

### INSTITUTION DETAILS

Institution Name: Church of Scotland hospital   
Province: KwaZulu-Natal  
Department or Entity: Department of Health  
Division or section: Central Supply Chain Management  
Place where goods / services is required: SCM  
Date Submitted: 2019-09-05 

### ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ:  
251/19-20  
Item Category: Goods   
Item Description: SUPPLY AND DELIVER POLISH STRIPPER 5 LITRES SABS APPROVED FOR A PERIOD OF 6MONTHS AS PER ATTACHED CONTRACT AND SPECIFICATION ATTACHED.

Quantity (if supplies): 540 UNITS

### COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Not Applicable   
Date :   
Time:  
Venue:

QUOTES CAN BE COLLECTED FROM: CAN BE REQUESTED BY EMAIL/COLLECTED

QUOTES SHOULD BE DELIVERED TO: R33 DUNDEE MAIN ROAD TUGELA FERRY 3010

### ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name: MISS NC MTSHALI  
Email: nondumiso.mtshali@kznhealth.gov.za  
Contact Number:

**Finance Manager Name:**

0334931000(1033)

MR L KAULEZA

**Finance Manager Signature:**

A handwritten signature in black ink, appearing to read 'MR L KAULEZA', is written over a horizontal line. The signature is stylized and somewhat vertical.

No late quotes will be considered



**health**

Department:  
Health  
PROVINCE OF KWAZULU-NATAL

DIRECTORATE: SUPPLY CHAIN MANAGEMENT

Physical Address: Private Bag 9079, Durban 4000  
Postal Address: Private Bag 9079, Durban 4000  
Tel: 031 461 1000 Fax: 031 461 1144 Email: [scm@kwazulu-natal.gov.za](mailto:scm@kwazulu-natal.gov.za)  
[www.kwazulu-natal.gov.za](http://www.kwazulu-natal.gov.za)

CHURCH OF SCOTLAND  
HOSPITAL

**SPEC FOR POLISH STRIPPER**  
**SPEC NO:**

**REQ. NO:**

|                   |                          |
|-------------------|--------------------------|
| ITEM DESCRIPTION  | Polish Stripper 5 litres |
| UNIT OF ISSUE     | Unit                     |
| SIZE              | 5 litres                 |
| QUANTITY REQUIRED | 540 UNITS                |
| QUALITY STANDARDS | SABS Approved            |

**WHAT IS THIS ITEM/PRODUCT USED FOR?**

✓ Stock Item – for Scrubbing floors

- Please submit sample with Quotation. should you fail to submit, your quotation will be disqualified
- The Department is not compelled to accept lowest price only, evaluation criteria of your bid / quote will be based on Price, Functionality, and as prescribed on Broad Based Black Economic Act and Preferential Procurement Policy
- NB. Please note that an Awarded supplier will enter to a fixed 6 months contract with institution.
- 90 units to be delivered in a first week of every month for 6 months after contract is being awarded

**FEATURES EXPECTED FROM THE PRODUCT TO BE EVALUATED (SCOPE)**

**SPECIFICATION**

- ✓ Amonia free
- ✓ An effective low-foaming free polymer & wax emulsion floor stripper.
- ✓ Especially suitable for hospital , medical facilities and office environments
- ✓ Must be totally non-slip, non-volatile, biodegradable & the quality must meet the latest edition of SANS 1224/10245:2008
- ✓ A waterproof label indicating product , safety data sheet and dilution or usage instructions

| Initials and Surname | Portfolio                               | Signature | Date       |
|----------------------|---|-----------|------------|
| S.A Ngubane          | End User /<br>Responsibility<br>Manager |           | 05/09/2019 |
|                      |   |           |            |



**health**

Department:  
Health  
PROVINCE OF KWAZULU-NATAL

**SUPPLY CHAIN MANAGEMENT**

Private Bag X 502, Tugela Ferry, 3010  
R33 Main Dundee Road, Tugela Ferry  
Msinga  
Tel.: 033 493 1000, Fax: 033 493 1124  
Email.: nondumiso.mtshali@kznhealth.gov.za  
www.kznhealth.gov.za

**ZNQ 251/19-20 THE SUPPLY AND DELIVER POLISH STRIPPER 5LITRE SABS APPROVED OF (CHURCH OF SCOTLAND HOSPITAL): CONTRACT PERIOD: (6 MONTHS CONTRACT)**

1. This contract is subject to the provisions of the Specification, General and Special Conditions of Contract. You must honour the contract for the full period of the contract. Any deviations from the provisions of the contract conditions must be approved by the Finance Manager: ((Church of Scotland Hospital), Prior to them being effected. Variation in respect of utilization of alternative brands other than those approved and included in this contract is prohibited.
2. Any defaults to the contract must be reported timeously.
3. The following serve as a reminder of the procedure to follow when purchasing the items on this contract:-
4. Payment for supplies/ work done, shall be supported by a certificate from the competent Department official, to the effect that such payments are in accordance with the terms and Conditions of the contract and where applicable, the work to the value of the amount to be paid Has been properly performed.
5. All claims (invoices) shall be examined and if in order, paid as soon as possible.
6. Any information erroneously reflected in this document will be rectified by the Supply Chain Management Directorate when discovered/reported. Please note that any amendments to the contract shall be communicated to all stakeholders accordingly.

|  |  |
|--|--|
|  |  |
|--|--|

| ITEM NO. | DESCRIPTION  |
|----------|--|
| 4004100  | POLISH STRIPPER 5 LITRES SABS APPROVED<br>Size: 5 LITRES |

## SECTION U

### SPECIAL TERMS AND CONDITIONS

#### INTRODUCTION

- (a) Bidder/s must ensure that they are fully aware of all the Conditions contained in this bid document.
- (b) Only bidders that fully meet the specifications shall be considered.

#### 1. ACCEPTANCE OF BID

- 1.1. The Department of Health (Church of Scotland hospital) Bid Adjudication Committee is under no obligation to accept the lowest or any bid.
- 1.2. The financial standing of bidders and their ability to manufacture or to supply goods or render services may be examined before their bids are considered for acceptance.
- 1.3 Church of Scotland Hospital will assess the financial position and capability of the bidders to deliver. In order to do this, bidders must supply Church of Scotland Hospital with a Bank Guarantee/Guarantee/confirming the financial capability of the bidder to deliver the contract for the duration of the project. This Guarantee must be in writing and must be issued in relation to the bid and be verifiable by the Department. Failure to provide written and valid Guarantees will render the bid non responsive thereby invalidating the bid. If, on verification by the Department, it is established that the Guarantee provided by the bidder is insufficient, invalid and cannot be confirmed, the bid will be rendered non responsive and thereby invalidating the bid. Church of Scotland Hospital reserves the right to contact and collect information from any third party/institution/organisation issuing the Guarantee on behalf of the bidder.

#### 2. AMENDMENT OF CONTRACT

Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties subject to the Department of Health (Church of Scotland Hospital) Bid Adjudication Committee approval.

#### 3. AWARD

The awarding of this bid is not dependent solely on the factors of prices and preference points.

#### 4. BASIS AND QUANTITIES

- 4.1 Bids must be for supply ex duty paid stocks held in the Republic of South Africa during the contract period. The Department of Health (Church of Scotland Hospital) is under no obligation to purchase any stock, which is in excess of the indicated quantities of each item. The quantities reflected in the bid forms are estimated quantities and no guarantee is given or implied as to the actual quantity which will be ordered. The Department of Health (Church of Scotland Hospital) also reserves the right to purchase its requirements elsewhere outside the contract if:
  - a) The minimum packing or minimum order quantity specified by the contractor be more than that of an Institution's requirement.
  - b) The item(s) are urgently required and not immediately available.
  - c) An emergency arises.

## **CERTIFICATE OF COMPLIANCE**

If the bidder is awarded items that make reference to South African National Standards (SANS) or South African Bureau of Standards (SABS) specifications, a Certificate of Compliance must be submitted with the bid document at the time of closing of the bid. Failure to submit the certificate will result in the bid being disqualified.

## **6. CHANGE OF ADDRESS**

Bidders must advise the Department of Health (Church of Scotland Hospital) Supply Chain Management should their address (domicilium citandi et executandi) details change from the time of bidding to the expiry of the contract.

## **7. COMPLIANCE WITH SPECIFICATION**

7.1. Offers must comply strictly with the specification. Offers exceeding specification requirements are deemed to comply with the specification. The quality of products must not be less than what is specified. Where SABS/SANS or CKS specifications are called for, the Bidder must submit a certificate of compliance from the SABS with the submission of the bid.

7.2. SABS/SANS can be contacted for testing and conformity services at Tel: 031 – 203 2900/ Fax: 031 – 203 2907.

7.3. SANS, SABS /ISO/EN and CKS specifications will be for the account of the prospective bidder.

## **8. CONSUMER PROTECTION ACT**

The Department of Health (Church of Scotland Hospital) KwaZulu-Natal will take cognizance of the Consumer Protection Act, 2008 (Act no.68 of 2008), section 61 in it's contract administration functions.

## **9. COUNTER OFFERS**

Bidders' attention is drawn to the fact that counter offers with regard to any of the abovementioned Special Terms and Conditions will invalidate such bids.

## **10. DELIVERY AND PACKAGING**

10.1 Basis of delivery: Delivery of items for Church of Scotland Hospital shall be made directly to Church of Scotland Hospital before 14:30 as indicated in the order issued by the institution.

10.2 In emergency cases, the Department of Health (Church of Scotland Hospital) reserves the right to request the successful bidder/s to effect deliveries at any given time including Saturdays, Sundays and public holidays

10.3 Bidders will be required to make prior arrangement before delivery to allow for a delivery schedule with Church of Scotland Hospital.

10.4 The delivery performance of contract will be closely monitored and any subsequent orders will only be issued to those suppliers that has proved to be competent with their delivery performance

10.5 Random inspection and sampling of items will be conducted upon delivery to verify quality and quantity against specification and contract samples and any other quality accreditation that can be prescribed.

10.6 It is the contractor's responsibility to off load the delivery vehicle.

10.7 Order details must be presented upon delivery on delivery notes.

10.8 Delivery packages should be of a durable quality that will allow stacking and for further transportation Without breakage.

10.9 Where applicable each item in a carton must be individually labelled and the following information must appear on the outer packaging of the carton:

- (a) Name of the manufacturer/supplier
  - (b) Description of item
  - (c) Item number code/catalogue number
  - (d) Date of manufacture
  - (e) Product expiry date.
  - (f) Batch no
  - (g) Lot no.
- 10.10 Random site visit of potential suppliers.

## **11. DELIVERY CONDITIONS**

11.1 Delivery of products must be made in accordance with the instructions appearing on the official order form.

11.2 All deliveries or dispatches must be accompanied by a delivery note stating the official order number against the delivery that has been effected.

11.3 In respect of items awarded to them, contractors must adhere strictly to the delivery period stipulated by them in their bids document.

11.4 The instructions appearing on the official order form regarding the supply, dispatch and submission of invoices must be strictly adhered to.

11.5 All invoices must be submitted in the original format.

11.6 Deliveries not complying with the order form will be returned to the contractor at the contractor's expense.

11.7 No locally manufactured product may be substituted during the contract period with an imported product, and vice versa, without prior approval of Contract Management and the Department of Health (Church of Scotland Hospital) If approved, such substitution will be on the same terms and conditions as the current contract.

## **12. DETAILS OF CURRENT CONTRACTS HELD BY THE BIDDER (refer to Annexure B)**

12.1. The bidder must furnish the following details of all current contracts.

(i) Date of commencement of contract/s; (ii) Expiry date/s; (iii) Value per contract; and (iv) Contract details. That is, with whom held, phone number and address/es of the companies.



### **13. DOCUMENTATION OF UNDERTAKING AND LEGISLATIVE REQUIREMENTS**

13.1. In the event of the bidder not being the actual manufacturer and will be sourcing the product(s) from another company, a letter from that company(ies)/supplier(s) confirming firm supply arrangement(s) including lead times in this regard, must accompany the bid at closing date and time.

13.2. The said company/manufacturer/supplier issuing such a letter must confirm that it has familiarised itself with the item description/specification and bid conditions and if the bid is for more than one item, it should be clearly indicated in respect of which item(s) the supportive letter has been issued.

**Non-compliance with the above mentioned Special Conditions will invalidate the bid for such products offered.**

### **14. ENTERING OF HOSPITAL STORES**

No representative from a company shall be permitted to enter hospital premises, buildings or containers where stores are kept unless he/she is accompanied by the responsible official in charge of stores. Before entering hospital premises, buildings or containers where stores are kept, the company representative must in writing, motivate why entry is necessary and written authority must be obtained to enter from the Manager of the Institution.

### **15. EQUAL BIDS**

In the event that two or more bids have equal total points, the successful bid will be the one scoring the highest number of preference points for specified goals. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

**NOTE: Failure to submit sufficient information for an assessment to be made will invalidate the entire bid.**

### **16. EXECUTION PLAN**

16.1 The bidder will be required to provide an efficient and effective service. Therefore, the bidder is required to submit proof that he/she has the required capacity to execute the contract bidder for. The bidder must supply references or state his/her experience to undertake the contract. The bidder must submit a business plan that the company will utilise to successfully execute the contract in terms of manpower, machinery, process, process control, infrastructure, etc. (refer to/attach as Annexure B)

16.2. If the bidder is a supplier/ distributor, and not a manufacturer of the product offered, he/she must submit a guarantee or letter of undertaking from the manufacturer or supplier for product offered conforming supply of products to execute the contract successfully for the duration of the contract shall be provided. (Annexure C)

16.3 The Department of Health (Church of Scotland Hospital) reserves the right to conduct inspections of the premises of the acceptable bidder. Therefore premises of the bidder shall be open, at reasonable hours, for inspection by a representative of the Department of Health (Church of Scotland Hospital).

16.4 The bidder must demonstrate manufacturing capacity.

16.5 The bidder must demonstrate capacity to empower other developing business.

## **17. EXTENSION OF CONTRACT**

An extension of contract may be considered. It is the normal policy that contracts are not extended. However, circumstances may arise whereby a contract cannot be renewed in time. If this is found to be the case, the right is reserved to approach existing contractor(s) to extend the contract for such period agreed to.

## **18. FIRM PRICES**

18.1. This bid requires that all bid prices offered are firm for the 6 months. If a non-firm bid price is offered then the bidder may be disqualified for not complying with the Conditions of the Bid.

18.2. Bidders are advised that should they be successful in being awarded the contract, it is mandatory for such bidders to take out forward cover with a recognised financial Institution.

## **19. HISTORICAL DATA**

19.1. Historical value and volume reports must be submitted on a three (3) monthly basis to the Finance Manager and, Supply Chain Management by all successful bidders:

### **19.1.1. SUPPLIER MEASURES**

Delivery period adherence

Quality adherence

### **19.1.2. END USER MEASURES**

- a) On time payment
- b) Rand value of invoices not paid on time
- c) Actual quantities ordered vs. estimated quantities forecasted
- d) On time order placement

19.2. This information will be submitted at the expense of the contractor.

## **20. INFORMATION REQUIRED FROM BIDDER (please mark as Annexure D)**

Bidders must provide the following particulars about themselves as part of the bid:

20.1. Where they have their Headquarters. Details to be supplied  
On company's

## **21. INSPECTION FOR QUALITY**

21.1. All deliveries to authorised participants will be subjected to a visual examination and scrutiny by the relevant participants, and/or inspection for quality by Provincial Quality Control Laboratories in the Republic of South Africa, and/or inspection for quality by an accredited South African National Accreditation Section (SANAS) testing agency.

21.2. In the event of products tested the contractor will bear the cost of any item failing to meet the relevant standard.

## **22. INVOICES**

All invoices submitted by the Contractor must be Tax Invoices indicating quantity ordered and quantity delivered, the amount of tax charged and the total invoice amount.

## **23. IRREGULARITIES**

Companies are encouraged to advise the Department of Health timeously of any possible irregularities which might come to their notice in connection with this or other contracts.

## **24. JOINT VENTURES**

24.1. In terms of the Preferential Procurement Regulations, 2011 pertaining to the Preferential Procurement Policy Framework Act 5 of 2000, a trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.

24.2. Should this bid be submitted by a joint venture, the joint venture agreement must accompany the bid document before the closing date and time of bid. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.

24.3. Separate a PREFERENCE POINTS CLAIM FORMS must be submitted by each company participating in the joint venture. The non-submission of a PREFERENCE POINTS CLAIM FORM by a company will result in preference points not being allocated to such company. Failure to submit the joint venture Agreement will result in preference points not being allocated to all companies participating in the joint venture.

24.4 Each party to a Joint Venture/Consortium must submit an original valid Tax Clearance Certificate together with the bid before the closing date and time of bid.

## **25. LATE BIDS**

25.1. Bids are late if they are received at the address indicated in the bid documents after the closing date and time.

25.2. A late bid shall not be considered and, where practical, shall be returned unopened to the Bidder, accompanied by an explanation.

## **26. MULTIPLE AWARDS**

26.1. The Department of Health (Church of Scotland Hospital) Bid Adjudication Committee reserves the right to award the bid to more than one contractor, provided the respective bidders offer complies with the specification and meets all the conditions attached to the bid.

26.2. The awarding of this bid is not dependent solely of the factors on prices and preference points and where necessary the Department of Health (Church of Scotland Hospital) may rely on other factors such as equitable distribution of opportunity. The Department of Health (Church of Scotland Hospital) Bid Adjudication Committee will scrutinise that principal business activity of the bidder falls within the principal business activity of the company bidding

## **27. NOTIFICATION OF AWARD OF BID**

27.1. Notification of the award of bid shall be in writing by a duly authorised official of the Department of Health (Church of Scotland Hospital) Supply Chain Management. The written acceptance of an offer constitutes a legal and binding contract if no appeals are lodged. The contract circular will be issued by a duly authorised official of the Department of Health (Church of Scotland Hospital) only.

27.2. The intentions of award of bid will be advertised in the same media as the invitation.

## **28. PART OR FULL OFFERS**

Bidders are at liberty to bid for one, a number of items, or bid for all items. If a bidder is not bidding for all the items, the appropriate price page must reflect: 'Nil Quote'

## **29. PAYMENT FOR SUPPLIES AND SERVICES**

29.1. A contractor shall be paid by the institution concerned, in accordance with supplies delivered and services rendered.

29.2. Should a contractor indicate a special discount on his/her account provided payment is made within a certain time, every effort shall be made to take advantage of such discount.

29.3. Any query concerning the non-payment of accounts must be directed to the institution concerned. The following protocol will apply if accounts are queried:

- (i) Contact must be made with the officer-in-charge of stores;
  - (ii) If there is no response from stores, the Manager of the institution must be contacted;
  - (iii) Failing all of the above, the contractor must contact The General Manager: Accounting Services supplying the following details:
    - (a) Name/s of person/s contacted at the institution and dates; and
    - (b) Details of outstanding account.
- The General Manager: Accounting Services will then take the appropriate action.

## **30. PRICE INCREASES**

All bid prices must be firm for the contract period.

## **31. PRICES – ONLY OFFER**

31.1. Where only 1 offer is received, the Department of Health (Church of Scotland Hospital) has to determine whether the prices are fair and reasonable. Proof of reasonableness will be determined in the following sequence:

- (i) Comparison with prices, after discounts, to his/her other normal clients and the relative discount that the State enjoys; (ii) Where this is not possible, profit before tax based on a full statement of relevant costs; and
- (iii) In all cases, comparison with previous bid prices where these are available.

## **32. PROVINCIAL SUPPLIERS DATABASE**

32.1. A bidder submitting an offer must be registered on the Central Suppliers Database. A bidder who has submitted an offer and is not registered on the Central Suppliers Database will not be considered.

32.2. Each party to a Joint Venture/Consortium must be registered on the Central Suppliers Database at the time of submitting the bid.

## **33. PERIOD OF CONTRACT**

The contract will run for a period of six months.

## **34. QUALITY CONTROL /TESTING OF PRODUCTS**

34.1 The Department (Church of Scotland Hospital) reserves the right to have any product in this bid tested with an accredited agent in the Republic of South Africa. The quality control testing administrative procedures will be undertaken by the (Church of Scotland Hospital's Supply Chain Management Contract Management section.

34.2 If it is discovered that the product supplied is not in accordance with the specification the following will occur:

(i) testing charges will be for the account of the principal contractor; (ii) possible cancellation of the contract with the principal contractor; (iii) reporting such negligence by the principal contractor to the Provincial and National Treasury for listing on the Restricted Suppliers Database

## **35. QUANTITIES**

The quantities reflected on the bid are estimated and the Department of Health (Church of Scotland Hospital) cannot guarantee any percentage offtake.

The awarding of the contract is subject to the provision that quantities cannot be guaranteed.

## **36. SAMPLES**

36.1 Samples will be accepted with the closing of the bid document.

36.2 Samples must be made available for the sample meeting, failure to provide a sample will reject their bid offer.

36.3 Samples shall be supplied by the bidder at his/her own risk.

36.4 The Department Church of Scotland Hospital shall not be obliged to pay for such samples.

36.5 The Department Church of Scotland Hospital reserves the right not to return such samples and to dispose of them at its discretion

36.6 Samples must be clearly marked: Item number  
Name of the Company  
Brand name  
Bid number

**N.B. Failure to clearly mark the samples submitted shall result in the samples not being evaluated and eliminated from further consideration.**

### **37. SPECIAL CONDITIONS OF CONTRACT**

The bid is issued in accordance with the provisions of the Public Financial Management Act (PFMA), Chapter 16 A of the Treasury Regulations and shall be subject to the provisions of the General Conditions of Contract. The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract will prevail.

### **38. SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM**

The South African National Accreditation System (SANAS) is recognized by the South African Government as the single National Accreditation Body that gives formal recognition that laboratory, Certification Bodies, Inspection Bodies, Proficiency Testing Scheme Providers and Good Laboratory Practice (GLP) test facilities are competent carry out specific tasks. This organization can be contacted as follows: Tel: 012 – 3943760: Fax: 012 3940526.

### **39. STATEMENT OF SUPPLIES AND SERVICES**

39.1 The contractor shall, monthly, furnish particulars of supplies delivered or services executed. Such information must be submitted to the Department of Health (Church of Scotland Hospital) Supply Chain Management. Information required is as follows:

- (i) Name of institution
- (ii) Orders received – order number & catalogue number & quantity delivered.
- (iii) Training performed – Name of institution, number of officials trained and type of training performed.

39.2 If the contractor fails to provide the required information, the Department of Health (Church of Scotland Hospital) may, without prejudice to any other rights which it may have, institute inquiries at the expense of the contractor to obtain the required particulars

### **40. TAX AND DUTIES**

Prices, offered and paid, must include all customs, excise and import duties, and any other tariffs or taxes levied by the government or statutory body having jurisdiction on the goods provided under this contract, including Value Added Tax (applicable to the current rate).

### **41. TAX CLEARANCE CERTIFICATE**

41.1 An original Tax Clearance Certificate must be submitted with the bid before the closing date and time of the bid. Failure to submit an original and valid Tax Clearance Certificate will invalidate the bidders bid.

41.2 The Department of Health Church of Scotland Hospital will verify the validity of the successful bidders Tax Clearance Certificate before any agreement or contract is entered into. The South African Revenue Services will clear the Tax Clearance Certificate.

#### **42. TRAINING IN THE CORRECT USE OF PRODUCTS**

Successful bidders must offer continuous training to staff in effective utilisation of their products. Wastage as a result of not effectively utilising products must be immediately reported by the contractor to the Department of Health (Itshelejuba Hospital). When called for by the Department of Health (Church of Scotland Hospital) Supply Chain Management Directorate, the contractor must furnish the details sought after.

#### **43. UNSATISFACTORY PERFORMANCE**

43.1 Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.

(i) Before any action is taken, the institution shall warn the contractor by registered/certified mail that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the contractor does not perform satisfactorily despite the warning the institution will:

- (a) Take action in terms of its delegated powers.
- (b) Make a recommendation to its Head Office, Central Supply Chain Management for cancellation of the contract concerned.

(ii) When correspondence is addressed to the contractor, reference will be made to the contract

#### **44. VALIDITY PERIOD OF BID AND EXTENSION THEREOF**

The validity (binding) period for the bid must be 180 days from close of bid. However, circumstances may arise whereby this Department (Itshelejuba Hospital) may request the bidders to extend the validity (binding) period. Should this occur, the Department Itshelejuba Hospital will request bidders to extend the validity (binding) period under the same terms and conditions as originally tendered for by bidder's. This request will be done before the expiry of the original validity (binding) period.

#### **45. VAT**

45.1. Bid prices must be inclusive of VAT.

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

- (a) The name, address and registration number of the supplier;
- (b) The name and address of the recipient;
- (c) An individual serialised number and the date upon which the tax invoice is issued;
- (d) A description of the goods or services supplied;
- (e) The quantity or volume of the goods or services supplied;
- (f) Either –
  - (i) The value of the supply, the amount of tax charged and the consideration for the supply; or
  - (ii) Where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

45.3. Bidders who are VAT vendors must provide proof that they are VAT registered.

**NOTE: The Department of Health (Church of Scotland Hospital) reserves the right to verify the veracity of all information submitted.**

## ANNEXURE A

Bidders to complete Part A or B as applicable

### PART A

As a bidder my organization has never had past or current contract agreements.

Signed (bidder) \_\_\_\_\_ Date: \_\_\_\_\_

Signed (witness) \_\_\_\_\_ Date: \_\_\_\_\_

### PART B

The bidder must furnish the following details of all current/past contracts. If the bidder has had no contracts awarded to them then the bidder must complete Part A.

| DATE OF<br>COMMENCEMENT | EXPIRY DATE | VALUE OF<br>CONTRACT | CONTRACT DETAILS<br>That is, with whom held,<br>phone number<br>and address/s of the<br>company. |
|-------------------------|-------------|----------------------|--|
|                         |             |                      |  |
|                         |             |                      |  |
|                         |             |                      |  |
|                         |             |                      |  |
|                         |             |                      |  |
|                         |             |                      |  |
|                         |             |                      |  |
|                         |             |                      |  |
|                         |             |                      |  |

Signed (bidder) \_\_\_\_\_ Date \_\_\_\_\_

Signed (witness) \_\_\_\_\_ Date \_\_\_\_\_





### **(Letter of Undertaking)**

If my organization is awarded an item or items on bid ZNQ 124/, my organization will abide with the Special Terms and Conditions and as such a guarantee or letter of undertaking must be submitted on the closing time and date of the bid if the bidder is not a manufacturer of the product.

## GENERAL CONDITIONS OF CONTRACT

**DEFINITIONS:** The following terms shall be interpreted as indicated:

- (a) "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- (b) "Contract" means the written agreement entered into between the Province and the Contractor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (c) "Contract price" means the price payable to the Contractor under the contract for the full and proper performance of his contractual obligations.
- (d) "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- (e) "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- (f) "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 recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- (g) "Day" means calendar day.
- (h) "Delivery" means delivery in compliance with the conditions of the contract or order.
- (i) "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- (j) "Delivery into consignees store or to his site" means delivery and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the Contractor bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- (k) "Dumping" occurs when a private enterprise abroad market its goods and services 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.
- (l) "Force majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such event may include, but is not restricted to, acts of the Province in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- (m) "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.
- (n) "GCC" means the General Conditions of Contract.

(o) "Goods" means all the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

(p) "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 Contractor 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 supplies covered by the bid will be manufactured.

(q) "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

(r) "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

(s) "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

(t) "Project site" where applicable, means the place indicated in bidding documents.

(u) "Province" means the procuring Department, incorporating the KwaZulu-Natal Provincial Legislature.

(v) "Republic" means the Republic of South Africa.

(w) "SCC" means the Special Conditions of Contract.

(x) "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 Contractor covered under the contract.

(y) "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **1. CESSION OF CONTRACTS**

1.1 The Contract is personal to the Contractor who shall not sub-let, assign, cede or make over the Contract or any part thereof, or any share of interest therein, to any other person without the written consent of the Province, and on such conditions as it may approve.

1.2 This sub-clause shall not apply to sub-contracts given to regular suppliers of the Contractor for materials and minor components relating to the goods or services supplied. Church of Scotland Hospital reserves the right to require the Contractor to submit, for noting, the names of such sub-contractors in order to ascertain their registration on the Central Suppliers Database and they must be legal entities.

## 2. DISCREPANCIES

Should there appear to be any discrepancies, ambiguities or want of agreement in description, dimensions, qualities or quantities in the Contract, the Contractor shall be obliged to refer the matter to the Church of Scotland Hospital' Representative for a decision, before proceeding to execute the Contract or part thereof in respect of which the said discrepancies, ambiguities or want of agreement appear to exist.

## 3. QUALITY AND GUARANTEE

3.1 All Goods supplied shall be equal in all respects to samples, patterns or specifications where such are provided. Any changes to quality or brands will have to be approved by the Church of Scotland Hospital, as this is a change to the conditions of the contract.

3.2 Should Church of Scotland Hospital, after the award of the Contract and/or during the manufacture of the goods specified, decide on a variation or alteration to the specification, either at the suggestion of the Contractor or otherwise, which will be to the Province's advantage, such variation or alteration shall be performed to the Province's satisfaction. Any variation in the Contract Price arising there from shall be subject to agreement between Church of Scotland Hospital and the Contractor.

3.3 The Contractor shall not be relieved of his obligations with respect to the sufficiency of the materials and workmanship and the quality of the Goods supplied by the reason of no objection having been taken thereto by Church of Scotland Hospital's Representative at the time the Goods were delivered.

3.4 The Contractor 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 Contractor 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 Contractor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of the final destination.

3.5 This warranty shall remain valid for twelve (6) 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 (6) 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 the Special Conditions of Contract.

3.6 Church of Scotland Hospital shall promptly notify the Contractor in writing of any claims arising under this warranty. The Contractor shall immediately remedy the said defect free of cost to Church of Scotland Hospital. Should the Contractor delay remedial work in excess of time stipulated by the Church of Scotland Hospital's representative, Church of Scotland Hospital may have such remedial work executed at the Contractor's expense. Should Church of Scotland Hospital decide that the defect is such that it cannot be remedied, the Goods may be rejected. Such rejected goods shall be held at the risk and expense of the Contractor and shall, on request of Church of Scotland Hospital, be removed by him immediately on receipt of notification of rejection. The Contractor shall be responsible for any loss Church of Scotland Hospital may sustain by reason of such action as Church of Scotland Hospital may take, in terms of this clause.

3.7 The risk in respect of the Goods purchased by Church of Scotland Hospital under the contract shall remain with the Contractor

3.8 The principle feature of the Goods and Work are described in the Goods or Services Information, but the Goods or Services Information does not purport to indicate every detail of construction, fabrication or arrangements of Goods and Works necessary to meet the requirements. Omission from the Goods or Services information of reference to any part or parts shall not relieve the Contractor of his responsibility for carrying out the Work as required under the Contract.

3.9 If any dispute arises between Church of Scotland Hospital and the Contractor in connection with the quality and guarantee of the Goods, either party may give the other notice in writing of the existence of such dispute, and the same shall hereupon be referred to arbitration in South Africa by a person mutually agreed upon by both parties. The submission shall be deemed to be a submission to arbitration within the meaning of the terms of the arbitration laws in force in the Republic of South Africa.

#### **4. FAILURE TO COMPLY WITH CONDITIONS AND DELAYED EXECUTION**

4.1 If a bidder amends or withdraws his/her/their bid after the closing time but before the bidder is notified that his/her/their bid has been accepted, or when notified that his/her/their bid has been accepted, he/she/they fail/fails, within the period stipulated in the conditions of bid or such extended period as the Province may allow, to sign a contract or to provide security when requested to do so, he/she/they shall, unless Church of Scotland Hospital decides otherwise, and without prejudice to any other right which Church of Scotland Hospital may have under paragraphs 4.2 and 4.4, including the right to claim damages if a less favourable bid is accepted or less favourable arrangements are to be made, forfeit any deposit which may have been made with the bid.

4.2 Should the contractor fail to comply with any of the conditions of the contract, Church of Scotland Hospital shall be entitled, without prejudice to any of its other rights, to cancel the contract.

4.3 Upon any delay beyond the contract period in the case of a supplies contract, Church of Scotland Hospital shall, without cancelling the contract, be entitled forthwith 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 supplies delivered later at the contractor's expense and risk, or forthwith to cancel the contract and buy such supplies as may be required to complete the contract, and without prejudice to its rights, be entitled to claim damages from the contractor.

4.4 Upon any delay beyond the contract period in the case of a service contract, Church of Scotland Hospital, without prejudice to any other right and without cancelling the contract, be entitled forthwith to arrange the execution of the service not rendered in conformity with the contract or to cancel the contract, and without prejudice to its other rights, be entitled to claim damages from the contractor.

4.5 In the event of Church of Scotland Hospital availing itself of the remedies provided for in paragraph 4.2-4.5.1 the contractor shall bear any adverse difference in price of the said supplies services and these amounts plus any other damages which may be suffered by Church of Scotland Hospital, shall be paid by the contractor to the Church of Scotland Hospital immediately on demand, or Church of Scotland Hospital may deduct such amounts from moneys (if any) otherwise payable to the contractor in respect of supplies or services rendered or to be rendered under the contract or under any other contract or any other amounts due to the contractor; or 4.5.2 if the Contractor fails to supply the goods or render the service within the period stipulated in the contract, Church of Scotland Hospital shall have the right, in its sole discretion, to claim any damages or loss suffered.

4.6 No damages shall be claimed in respect of any period of delay which the contractor can prove to be directly due to a state of war, sanctions, strikes, lockouts, damage to machinery as a result of until such goods have been delivered to Church of Scotland Hospital.

4.7 If the delivery of the supplies or the rendering of the service is likely to be delayed or is in fact being delayed on account of any of the reasons mentioned in paragraph 4.6, full particulars of the circumstances shall be reported forthwith in writing to Church of Scotland Hospital and at the same time the contractor shall indicate the extension of the delivery period which is desired.

## **5. PATENTS**

5.1 The Contractor shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trademarks or other protected rights, and hereby indemnifies Church of Scotland Hospital against any claims arising here from.

5.2 The Contractor shall indemnify Church of Scotland Hospital against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the goods or any part thereof by Church of Scotland Hospital.

## **6. PACKAGING, MARKING AND DELIVERY**

6.1 All goods shall be crated, packed or battened securely in such a manner as to prevent damage during loading, transport and off-loading. Unless otherwise specified, packing cases and packing materials are included in the Contract Price, and shall be and remain the property of Church of Scotland Hospital.

6.2 All goods shall be clearly marked in the manner stated in the Goods or Services Information.

6.3 Goods shall be delivered to the address of Church of Scotland Hospital area of jurisdiction as set out in the Special Conditions of Contract or Goods and Services Information.

6.4 Goods shall be delivered on Weekdays between 08:00 and 16:00, free of all charges, only when ordered upon an official letter or form of order issued by Church of Scotland Hospital. No goods will be received on Saturdays, Sundays and public holidays. This paragraph (6.4) is applicable only when not excluded in the Special Conditions of Contract.

6.5 Goods delivered shall in all cases be accompanied by delivery notes in duplicate, one which will be retained by Church of Scotland Hospital. The Contractor shall be responsible for the safe delivery as to the quality, quantity and condition of the goods.

6.6 Delivery, unless otherwise provided for in the Special Conditions of Contract, shall be affected within seven (7) days from receipt of the order. The Contractor shall advise the Province upon receipt of an order in writing of any anticipated delays, citing reasons therefore and put forward a new anticipated delivery date. Church of Scotland Hospital may then extend the delivery date, if and as it deems fit.

6.7 Should the Contractor fail to supply the material within the time stated in his bid, or within the extended time allowed to him in terms of clause 6.6 hereof, Church of Scotland Hospital reserves the right (after giving the Contractor seven days' notice in writing) to cancel the contract and purchase the materials elsewhere and the bidder shall refund to Church of Scotland Hospital any extra cost incurred over and above the contract price. No liability shall, however, be attached to the Contractor if delivery of materials is rendered impossible or delayed by reason of circumstances beyond the Contractor's control

6.8 If the Contractor cannot produce proof satisfactory to Church of Scotland Hospital that the delay was due to circumstances beyond his control, no price increase after the due date will be recognized.

6.9 If at any time the Church of Scotland Hospital ascertains that, due to negligence of the Contractor or for reasons beyond his control: 6.9.1 No work on the order has been commenced and in the opinion of the Province, there is little or no prospect of work being commenced in reasonable time;

6.9.2 Delivery of any materials is being or is likely to be delayed beyond the delivery date promised, and/or

6.9.3 There is little or no prospect of the order being completed within a reasonable time after the promised date; Itshelejuba Hospital may, by notice to the Contractor in writing, cancel as from the future date specified in such notice, the whole or any part of the order in respect of which material has not been delivered by that date without incurring any liability by reasons of such cancellation. The cases where circumstances beyond the control of the Contractor have delayed commencement or completion of the order, cancellation of the order will be affected by mutual arrangement or where this is not possible by the decision of Church of Scotland Hospital. The Contractor shall then as soon as possible after such date deliver to Church of Scotland Hospital that part of the order which has been completed, and payment is to be effected is for the part performance on a proportional basis, subject to the uncompleted part not being an integral or essential part of the contract.

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

## **7. CONSIGNMENT OF GOODS**

7.1 Goods, if delivered by Spoornet may be consigned carriage paid in the Contractor's name, care of Church of Scotland Hospital to the place of delivery stipulated, but not in the name of the State. Goods consigned to stores located in areas which Spoornet may refuse to deliver, must be done so care of a local agent or to a local depot from which they may be re-delivered by road to such stores.

7.2 Contractors shall arrange with Spoornet to deliver goods to Church of Scotland Hospital's stores during the hours and on the days that the stores are open.

7.3 Itshelejuba Hospital will not be responsible for any damage, re-delivery charges or any other charges raised by Spoornet.

7.4 Claims on the South African Transport Services or on any other carrier in respect of weight, quantity, damage

## **8. PAYMENT**

8.1 The Contractor shall furnish Itshelejuba Hospital with an invoice accompanied by a copy of the delivery note upon fulfilment of other obligations stipulated in the contract.

8.2 Payments shall be made promptly by Church of Scotland Hospital, but in no case later than thirty days (30) days after submission of an invoice or claim by the Contractor

8.3 Payments will be made in Rand unless otherwise stipulated.

8.4 Payments for goods are made by Church of Scotland Hospital only. Any disputes regarding late or delayed payments must be taken up with the department and if a problem persists, the Supply Chain Management Office can be requested to investigate the delays.

## **9. INVOICES**

All invoices submitted by the Contractor must be Tax Invoices indicating quantity ordered and quantity Delivered, the amount of tax charged and the total invoice amount.



## **10. REMEDIES IN THE CASE OF DEATH, SEQUESTRATION, LIQUIDATION OR JUDICIAL MANAGEMENT**

10.1 In the event of the death of a contractor or the provisional or final sequestration of his/her/their estate or of his/her/their cession or transfer of a contract without the approval of Church of Scotland Hospital or of the surrender of his/her/their estate or of his/her/their reaching a compromise with his/her/their creditors or of the provisional or final liquidation of a contractor's company/closed corporation or the placing of its affairs under judicial management, Church of Scotland Hospital may, without prejudice to any other rights it may have, exercise any of the following options

10.1.1 Cancel the contract and accept any of the bids which were submitted originally with that of the contractor or any offer subsequently received to complete the contract. In such a case the estate of the contractor shall not be relieved of liability for any claim which has arisen or may arise against the contractor in respect of supplies not delivered or work not carried out by the contractor, under the contract.

10.1.2 Allow the executor, trustee, liquidator or judicial manager, as the case may be, for and on behalf of and at the cost and expense of the estate of the contractor to carry on with and complete the contract

11.1.3 For and on behalf of and at the cost and expense of the estate of the contractor, itself carry on with and complete the contract and in that event Church of Scotland Hospital may take over and utilize, without payment, the contractor's tools, plant and materials in whole or in part until the completion of the contract.

10.2 Should Church of Scotland Hospital elect to act in terms of paragraph 11.1.3 it shall give notice of its requirements to the executor, trustee, liquidator or judicial manager of the contractor's estate and should the said executor, trustee, liquidator or judicial manager fail within 14 days of the dispatch of such notice to make provision to the satisfaction of Church of Scotland Hospital for the fulfilment of such requirements, or should no trustee, liquidator or judicial manager be appointed within 14 days of the occurrence mentioned in paragraph 11.1, Church of Scotland Hospital may apply any remedy open to it in terms of the contract as if a breach thereof had taken place.

10.3 Should Church of Scotland Hospital act in terms of paragraph 11.1.3 the contractor must leave the premises immediately and may not occupy such premises on account of retention or any other right.

## **11. LAW TO APPLY**

The Contract shall in all respects be construed in accordance with the law of the Republic of South Africa, and any difference that may arise with the law of the Republic of South Africa, and any difference that may arise between Church of Scotland Hospital and the Contractor in regard to the Contract, shall be settled in the Republic of South Africa.

## **12. OFFERING OF COMMISSION OR GRATUITY**

If the Contractor, or any person employed by him, is found to have either directly or indirectly offered, promised or given to any office bearer of Church of Scotland Hospital or person in the employ of Church of Scotland Hospital, any commission, gratuity gift or other consideration, Church of Scotland Hospital shall have the right, summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss or additional cost or expenses, to cancel the Contract without paying any compensation to the Contractor.

### **13. PREFERENCES**

13.1 Should the Contractor apply for preferences in the submission of his bid, and it is found at a later stage that these applications were incorrect or made under false pretences, Church of Scotland Hospital may, at its own right:-

13.1.1 Recover from the Contractor all costs, losses or damages incurred or sustained by Itshelejuba Hospital as a result of the award of the Contract; and/or

13.1.2 Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation.

13.1.3 Church of Scotland Hospital may impose penalties, however, only if provision therefore is made in the Special Conditions of Bid.

### **14. WEIGHTS AND MEASURES**

The quantities of goods offered or delivered shall be according to South African standard weights and measures.

### **15. SECURITY**

15.1 Special Conditions of Contract relating to Surety/Guarantee requirement must be dealt with in strict compliance with the Conditions of Bid set out herein.

15.2 In respect of contracts less than R 500 000, the guarantees and sureties required may be based on a risk evaluation conducted by Church of Scotland Hospital inviting the bid.

15.3 No deposits are required for bid applications for contracts below R 500 000.

### **16. ORDERS**

16.1 Goods shall be delivered and services rendered only upon receipt of a written official order or the signing of a contract with Church of Scotland Hospital, and accounts shall be rendered as indicated on the official order or in the contract, as the case may be.

16.2 Church of Scotland Hospital reserves the right to call upon any Contractor during the contract period to make known the following details:

16.2.1 Name of Institution placing order;

16.2.2 Provincial official order number;

16.2.3 Quantity ordered; and

16.2.4 List of items ordered.

### **17. EXPORT LICENCES**

17.1 When orders are placed for goods in respect of which an export licence from the country of origin of supplies is required, the Contractor shall:

17.1.1 Not incur any direct or indirect costs in connection with the supply or despatch of such supplies before he has obtained such licence;

### **18. RIGHTS TO PROCURE OUTSIDE THE CONTRACT**

18.1 Church of Scotland Hospital reserves the right to procure goods outside the contract in cases of urgency or emergency or if the quantities are too small to justify delivery costs, or if the goods are obtainable from another organ of state, Church of Scotland Hospital or if the Contractor's point of supply is not situated at or near the place where the goods are required or if the Contractor's goods are not readily

available. 18.2 No provision in a contract shall be deemed to prohibit the obtaining of goods or services from a Church of Scotland Hospital or local authority.

## **19. AMENDMENT OF CONTRACT**

No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing.

## **20. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION**

20.1 The Contractor shall not, without Church of Scotland Hospital'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 Church of Scotland Hospital in connection therewith, to any person other than a person employed by the Contractor 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.

20.2 The Contractor shall not, without Church of Scotland Hospital prior written consent, make use of any document or information mentioned in GCC clause 30.1 except for purposes of performing the contract.

20.3 Any document, other than the contract itself mentioned in GCC clause 30.1 shall remain the property of the Province and shall be returned (all copies) to the Province on completion of the Contractor's performance under the contract or so required by Church of Scotland Hospital.

20.4 The Contractor shall permit Church of Scotland Hospital to inspect the Contractor's records relating to the performance of the Contractor and to have them audited by auditors appointed by Church of Scotland Hospital, if so required by Church of Scotland Hospital.

17.1.2 If the government of the country from which the supplies are to be exported refuses, or fails to grant such licence within three months of the placing of the order, the order shall be considered to be cancelled and no liability will be accepted for any loss or expenses irrespective of the nature thereof, including loss or expenditure suffered or incurred by the Contractor or any other person in respect of the production, supply, transportation or delivery of such supplies.