SharePoint

Ganes Ranoosh 🗸 🤌



KZN Health Intranet

HOME

KZN HEALTH

CORPORATE INFORMATION COMPONENTS

DIRECTORY

DISTRICT OFFICES HEALTH FACILITIES

KZN Health > Components > Supply Chain Management

AdvertQuote

KWAZULU-NATAL PROVIN	THE RESERVE OF THE PERSON OF T	
REPUBLIC OF SOUTH AFRICA	Quotation Advert	
Opening Date:	2021-09-02	0
Closing Date:	2021-09-16	a named 1 - 1 - 1
Closing Time:	11:00	
INSTITUTION DETAILS		
Institution Name:	Estcourt hospital	>
Province:	KwaZulu-Natal	
Department or Entity:	Department of Health	
Division or section:	Central Supply Chain Management	
Place where goods / services is required	supply chain	
Date Submitted	2021-08-31	35
ITEM CATEGORY AND DETAILS		•
Quotation Number:	ZNQ:	
	Est:340 of 2021/2022	
Item Category:	Goods	Y
Item Description:	home base kits	
Quantity (if supplies)		
COMPULSORY BRIEFING SESSION /	SITE VISIT	
Select Type:	Not Applicable	V
Date :		process 1135
Time:		(1212)
Venue:		
QUOTES CAN BE COLLECTED FROM:	web site or scm	
OHOTEL CHOIN D DE DELINERED TO	the board of the	
QUOTES SHOULD BE DELIVERED TO:	the tender box	
ENQUIRIES REGARDING THE ADVER	RT MAY BE DIRECTED TO:	
Name:	Ranoosh	
Email:	ranoosh.ganes@kznhealth.gov.za	
Contact Number:	0363427130	
Finance Manager Name:	MR SG (kabindhe	
Finance Manager 61	phohalle.	
Finance Manager Signature:	IN I V'	_

STANDARD QUOTE DOCUMENTATION SUPPLY CHAIN MANAGEMENT OVER R30 000.00				
YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: ESTCOURT HOSPITAL				
DATE ADVERTISED: 02 SEPTEMBER 2021 CLOSING DATE: 16 SEPTEMBER 2021 CLOSING TIME: 11:00 FACSIMILE NUMBER: NO E-MAILS E-MAIL ADDRESS: DEL TO TENDER BOX				
FACSIMILE NUMBER: NO E-MAILS E-MAIL ADDRESS: DEL TO TENDER BOX				
PHYSICAL ADDRESS: OLD MAIN ROAD ESTCOURT HOSPITAL				
NO NUMBER: EST: 340 OF 2021/2022.				
DESCRIPTION: SUPPLY AND DEL HOME BASE KITS TO VARIOUS CLINICS.				
CONTRACT PERIOD. N/A. VALIDITY PERIOD 60 Days SARS PIN				
CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO.				
UNIQUE REGISTRATION REFERENCE				
DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS)				
PUT IN AN ENVELOPE AND PUT INTO TENDER BOX ADJACENT TO TYPIST OFFICE				
WITH ZNQ AND CLOSING DATE ON THE ENVELOPE ,NO E-MAIL QUOTES WILL BE ACCEPETED(WILL NOT BE PRINTED)				
Bidders should ensure that quotes are delivered timeously to the correct address. If the quote is late, it will not be accepted fo consideration.				
The quote box is open from 08:00 to 15:30.				
ALL QUOTES MUST BE SUBMITTED ON THE OFFICIAL FORMS - (NOT TO BE RE-TYPED)				
THIS QUOTE IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.				
THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO WILL RESULT IN YOUR QUOTE BEING DISQUALIFIED)				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER CODENUMBER FACSIMILE NUMBER CODENUMBER				
CELLPHONE NUMBER				
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER (If VAT vendor)				
HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1)				

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMES& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

LLIIVIL.	DISTANCE IN KM
CONNOR STREET	4
FOR-DERVILLE	6
WEMBEZI	15
ZWELISHA	23
NTABAMHLOPHE	30
NCIBIDWANE	52
MADIBA	25
INJISUTH	36
HAVILAND	43
CORNFIELDS	35

* *

. 705

NUMBER OF CCGs PER FACILITY

NUMBER OF CCGS
17
24
29
15
18
9
87
16
92
64
371

To:0363427115

0364881739

THE SPECIFICATION

SUPPLY AND DELIVERY OF HOME BASED CARE KITS OF VARIOUS ITEMS FOR VARIOUS INSTITUTIONS

<u> </u>			PRICE INC VAT
1,	Disposable plastic apron Thickness; 30 micron, Apron Plastic Full body Single use, No-noise smooth plastic material Size: Ties length: 50cm Width: 10cm Length From neck:110cm Width: 65cm thickness, Colour: White Size: largo	20 units	
	Packing: Units		
2.	Pedal bin bags Thickness must be 30 microns Sizo; 20 ℓ Colour; Clear Packing: Units	10 Units	
3,	Jelly 100% Puro Petroleum Jelly (original) All-purpose Un perfumod Size : 250ml Colour: No Colour	1 unit	
	Packing: 250mi Plastic Containor		
4.	Soap Carbulic Red 200g bars, The Quality of the product must meet the latost issue of SANS specification 240/94 The Colour of the soap is to be similar to D29 "signal red "as specified in CKS specification 279. The soap is to have a pleasant odour and is to be a smooth texture. To be packed in layers separated by plastic of similar material Size: 200g	2 ynits	
	Packing; Units		:
б,	Surgical Tape, Adhesivo, Microporous. Must be lightweight, non-woven fabrio. Permitting free ventilation; rapid evaporation of underlying perspiration and oxudate. Must be easy to tear and unwind, strong and conforms well. Adhesive to hypo-allergenic; non-occlusive. Must stick securely to skin surfaces, even when wet, with easy atraumatic removal. Size: 25 mm x 10 m.	1 roll .	
l	Packing; Roll 25		

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	,	4	Y'
6.	Conforming Bandage.	1 packet	ſ
1	in accordance vith SABS 1427 as amonded.		
	Scope: 3.1.1. Crepe Type 2	•	
	3.1.2 75 mm wide Able to withstand high pressuro, high vacuum autoclaving.		,
	Apie to Mitustano niĝis bresanto' niĝit Adodem gracogamila.	{	
	Packing: Packets of 12 Roll		141
7.	Gauze Swabs White Arm Dressing Sterile and autoclavable	1 packét	•
''		 	
1	In accordance with SANS 446 as amended.		
	Scope: 3,1.1 Absorbent gauze, . 3,1.2 100mm x 100mm x 8 ply	•	
	. 3.1.2 100mm × 100mm × 0 pr)		
	Packing; Pack of 100 units		Ι.
8.	Yallet paper (1 ply)	2 rolls	ľ
"	Trailet caper Avirsin (voe), white, one-ply, unwrapped rolls, utility grade in		
	accordance with the requirements of the latest Issue of SANS 1887;2008 parts 1		
	and 2, 500 sheets per roll		
	Marking, Stall		1
9.	Packing: Roll Adult napkins	1 packet]
3,	Disposable edult incontinence disper of the wrap over type with peel-off adhesive		
	I tune at wing extremities, and consisting of a non-woven lining and an outer plastic		
	I material. At the centre of the dieper and sendwiched between the non-woven lining		'
	and a plastic ouler, shall be an absorbent pad consisting of pulp tiller with a layer of		[
	tissue paper and an absorbent compound or a non-woven on one side and encased in a cover of tissue paper which shall extend beyond the ends of the filler and		;
1	adequately sealed with longitudal contrivoment flaps. The non-woven lining and		:
L	absorbent pad shall be intermittent bondod to the outer plastic material. In]	Ι.
-	accordance with ISO 16021:2000.		
-	Size: X -LARGE		,
L -	Packing: 14 pcs per packet	1 packet	- :
10.	Adult napkins	1 pagget	1 :
	Disposable adult incontinence diaper of the wrap over type with peel-off adhesive tape at wing extremities, and consisting of a non-woven lining and an outer plastic	}	
	material. At the centro of the diaper and sandwiched between the non-woven lining		
	and a plastic order, shall be an absorbent pad consisting of pulp filler with a layer of		
Į.	I liseue nanor and an absorbent compound or a non-woven on one side and one ased		
	In a cover of tieruse paner which shall extend beyond the ends of the filler and		
	adequately sealed with longitudal contrivement flaps. The non-woven lining and		
	absorbent pad shall be intermittent bonded to the outer plastic material. In accordance with ISO 16021:2000.		1 }
	Size; LARGE		1
	Packing: 14 pcs por packet		.] :
11.	Adult papkins	1 packet	
1	Disposable adult incontingate diapor of the wrap over type with peel-off adjactive		<u> </u>
	tape at wing extremities, and consisting of a non-woven lining and an outer plastic		1; 1
	material. At the centre of the diaper and sandwiched between the non-woven lining and a plastic outer, shall be an absorbent pad consisting of pulp filler with a layer of		
	tissue paper and an absorbent compound or a non-woven on one side and encased		
	I in a cover of tissue paper which shall extend beyond the ends of the litter and		
1	I udequately sealed with tonditudal contrivement flaps. The non-woven lining and	To the state of th	
	absorbent pad shall be intermittent bonded to the outer plastic material. In		1
	accordance with ISO 16021:2000.	}	1:
	Size: MEDIUM) '
1			
	Packing: 14 pcs per packet		

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 Cotton wool swabs Swabs Colton Wool Absorb unsterile 1G	1 packet		
100% Pure cotton wool to be dispose after injection Naturally soft Absorbent, to gently care for the skin Must be packed in a nylon plastic bag, 50 cotton balls in a packet Must be disposable Colour must be white 50 balls in a packet			
Gloves (unsterlle) pack of 50 Glove, Examination. Natural rubber latex. Long culf. Ambklextrous, SINGLE USE. NON-STERILE. FOR GENERAL USE EXCEPT DOMESTIC. Powdon-free Length from tip of middle finger to edge of culft. 290 mm minimum. Thickness: 0, 08 mm minimum. Beading diameter: 1, 5 mm maximum. In accordance with ASTM standard designation D3578. TO COMPLY WITH SABS SPECIFICATION 68/03, In accordance with European Norm EN 455/1 EN 455/2 EN 455/3 Proof of compliance must be submitted. Size: Medium. Width across palm: 95 mm.	1 box		

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15.	Gloves (unsterile) pack of 50	1 hox	
	Glove, Examination. Natural rubber latex. Long cuff. Ambidextrous, SINOLF USE. NON-STERILE. FOR GENERAL USE EXCEPT DOMESTIC. Powder-free Length from tip of middle finger to edge of cuff: 290 mm minimum. Thickness: 0,08 mm minimum. Beading diameter: 1,5 mm maximum. In accordance with ASTM standard designation D3578. TO COMPLY WITH SABS SPECIFICATION 68/03. In accordance with European Norm		
	EN 455/1 EN 455/2 EN 455/3 Proof of compliance must be submitted. Size: Large. Width across palm: 110 mm.		
	Packing: 50 pcs per box(25 pairs)		.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
16.	Wooden spatula	1 box	
	Spatula, Tongue, Single use, hardwood. Edges and surface must be smooth but not slippory. (PLASTIC IS NOT ACCEPTABLE.) Rounded edges. Approximate dimensions 150 mm x 17 mm x 1. 5 mm.		
17.	Packing: 20pos in a box [fund disinfectant Chlorhexiding Gluconate & Alcohol Solution 0,5% & 70%; Hand Disinfectant; Prevents Cross Infection; SI (D-Germ) Size: 100ml	1 hottle	
	Packaging: bottle		J
1	10 TAL PRICE INC VAT		

ALL THE ABOVE TO BE PACKED IN A BOX AND SEALED.
THE CONTENTS TO BE LISTED ON THE OUTSIDE OF THE BOX
"HOME AND COMMUNITY BASED CARE KIT" NB:

NATURE	OF BIDDER	LY AND DEL HO					
		hereby agree to all terms an					
PACITY (JNDER WHIC	H THIS QUOTE IS SIGNED.	***************************************	•	***************************************		
em No	Quantity	Description		Brand &	Country of	Price	
ant 140	Quantity	Description		model	manufacture	R	С
		PLEASE NOTE BBBEE C	ERT,CSD SUMMAR	Y,TAX			
		CLEARANCE ,PLEAS	E ATTACH TO QUO	TE .			
		IF ANY OF THE ABOVE	E IS NOT ADHERE	то			
		YOU WILL BE	DISQUALIFIED				
		PLEASE NOTE NO FAXED	OR E-MAIL QUOTES	WILL BE			_ _
		ACCEPTED, YOU NEED TO C	OURIER YOUR ORIGI	NAL DOC			_
		COPIED DOC MUST BE KE					-
		CHECKING ONLY FOR OR	IGNAL PEN MARKS	ON DOC			
			NATURES				+
		SUPPLY AND DEL HOME BA					+
		AS PER ATTACHED DISTANC					-+
1.	371 BOXES	HOME BASE KITS AS					+
		PLEASE NOTE THERE MU					+
		YOU TAKE YOUR TOT					
		AND BRING TO THIS				_	-+
		COSTS TO BE AD	DED IN QUOTE DO	С			-
						_	+
							-+
						_	+
							+
							-
							+
,,,							-+
		0 15% (Only if VAT Vendor)					
TOTAL (NOITATOU	PRICE (VALIDITY PERIOD 6	Days)				
\ Th!_	Offer Comply	With The Specification?	Does The A	Article Conform To The	S.A.N.S. / S.A.B.S. Spec	cification?	
oes this The Pric		With the Specification:		ery Period E.G. E.G. 10			
1116111	Ge () () ()						

DECLARATION OF INTEREST

1.	Any legal person, including persons employed by the state ¹ , or per blood relationship, may make an offer or offers in terms of this invit-limited quote or proposal). In view of possible allegations of favouri employed by the state, or to persons connected with or related to declare his/her position in relation to the evaluating/adjudicating auti the bidder is employed by the state; and/or the legal person on whose behalf the bidding document is signe evaluation and or adjudication of the quote(s), or where it is known whose behalf the declarant acts and persons who are involved.	ation itism then thorit ed, h	n to quote (includes a , should the resulting n, it is required that th y where- nas a relationship with hat such a relationship	price quotation, advertise quote, or part thereof, be se bidder or his/her author persons/a person who so exists between the per	ed competitive quote, e awarded to persons orised representative are/is involved in the son or persons for or
2.	In order to give effect to the above, the following questionnaire mus	t be	completed and submit	ted with the quote.	
2.2.		2.5.	Tax Reference Num	on Number: ber: mber:	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
2.8.	The names of all directors / trustees / shareholders / members, the employee / persal numbers must be indicated in paragraph 3 below Are you or any person connected with the bidder presently employ 1. If so, furnish the following particulars: Name of person / director / trustee / shareholder/ member:	w. /ed b ne bid	y the state?	(TICK	APPLICABLE] YES NO
2.8. (Note:	Position occupied in the state institution: If you are presently employed by the state, did you obtain the ap in the public sector? If yes, did you attach proof of such authority to the quote docured to submit proof of such authority, where applicable, may result to the public of	opror ment <u>ult in</u>	oriate authority to under 1? <u>the disqualification of</u>	ertake remunerative work the quote.)	outside employment YES NO
2.9. 2.9. 2.10	 2.2. If no, furnish reasons for non-submission of such production of your spouse, or any of the company's directors / truste state in the previous twelve months? 1. If so, furnish particulars:	es / nship ote?	shareholders / membo	ers or their spouses cond	YES NO
2.11 2.11 2.12	O.1. If so, furnish particulars:	lation nd or of the	adjudication of this question and in a disconnection of the company have any in	uote? nterest in any other relate	YES NO
3.	Full details of directors / trustees / members / shareholders. The Department Of Health will validate details of directors / trust to ensure that their details are up-to-date and verified on CSD. If not be considered and passed over as non-compliant according to	tees the	/ members / shareho Department cannot va	olders on CSD. It is the salidate the information of	uppliers' responsibility on CSD, the quote will
4	DECLARATION				
I, T FU	THE UNDERSIGNED (NAME)RNISHED IN PARAGRAPHS 2.		***************************************	CERTIFY THAT TH	E INFORMATION
	CCEPT THAT THE STATE MAY REJECT THE QUOTE COVE TO BE FALSE.	OR A	ACT AGAINST ME	SHOULD THIS DEC	ELARATION
	me of bidder Signature		Position	Date	
"St a) b}	ate" means – any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999); any municipality or municipal entity;	c) d) e)	national Assembly or the	e national Council of provinces;	or

SPECIAL CONTRACT CONDITIONS OF QUOTATIONS

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 institution is under no obligation to accept the lowest or any quote,

3.2. The price quoted must include VAT (if VAT vendor). However, it must be noted that the department reserves the right to evaluate all quotations excluding VAT as some bidders may not be VAT vendors.

3.3. The bidder must ensure the correctness & validity of quote:

- (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
- 3.4. 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.
- 3.5. This quotation will be evaluated based on the 80/20 points system, specification & correctness of information. All required documentation must be completed in full and submitted.

3.6. Offers must comply strictly with the specification.

3.7. Only offers that meet or are greater than the specification will be considered.

3.8. Late quotes will not be considered.

- 3.9. Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.
- 3.10. A bidder not registered on the Central Suppliers Database or verification has failed will not be considered.

3.11. All delivery costs must be included in the quote price, for delivery at the prescribed destination.

- 3.12. 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.
- 3.13. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.14. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered. Furthermore a verification will be done to identify if bidders have multiple companies and are quoting (cover-quoting) for this bid. In such instances only the cheapest bid according to specification will be considered.

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. Quotation submitted must be complete in all respects.
- 4.5. Any alteration made by the bidder must be initialled.
- 4.6. Use of correcting fluid is prohibited
- 4.7. Quotation 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.

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.

- 5.5. No quotation/bid sent through the post will be considered if it is received after the closing date and time stipulated in the quotation documentation, and proof of posting will not be accepted as proof of delivery.
- 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.
- (i) 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 testing will be for the account of the bidder.

COMPULSORY SITE INSPECTION / BRIEFING SESSION

7.1.	Bidders who fail to attend the compulsory meeting will be disqualified from the evaluation process.			
(i) (ii)	The institution has determined that a compulsory site meeting Date// Time: Place	take place		
Instit	ution Stamp:	Institution Site Inspection / briefing session Official		
		Full Name:		
		Signature:		
		Date:		

8. STATEMENT OF SUPPLIES AND SERVICES

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

9. SUBMISSION AND COMPLETION OF SBD 6.1

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

10. TAX COMPLIANCE REQUIREMENTS

- 10.1. In the event that the tax compliance status has failed on CSD, it is the suppliers' responsibility to provide a SARS pin in order for the institution to validate the tax compliance status of the supplier.
- 10.2. In the event that the institution cannot validate the suppliers tax clearance on SARS as well as the Central Suppliers Database, the quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.

11. TAX INVOICE

- 11.1. A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:
- (i) the name, address and registration number of the supplier;
- (ii) the name and address of the recipient;
- (iii) an individual serialized number and the date upon which the tax invoice is issued;
- (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

The supplier shall indemnify the KZN Department of Health (hear after 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. FAILURE TO COMPLY WITH ABOVE WILL RESULT IN YOUR QUOTE BEING PASSED OVER.

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all quotes invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all quotes:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2 The value of this quote is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 1.3 Points for this quote shall be awarded for:
 - (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this quote is allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the quote, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a quote is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) "EME" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) "functionality" means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) "prices" includes all applicable taxes less all unconditional discounts;
- (h) "proof of B-BBEE status level of contributor" means:
 - B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) "QSE" means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

THE 80/20 PREFERENCE POINT SYSTEMS 3.1

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

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$
 Where

Ps

Points scored for price of bid under consideration

Ρŧ

Price of bid under consideration

Pmin

Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for 4.1 attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5	RID DECL	ARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

B-BBEE Status Level of Contributor: =(maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7.	SUB-CONTRACTING	(Tick applicable box)	
7.1	Will any portion of the contract be sub-contracted?	YES NO	
7.1.1 If yes, indicate:		i	
8.	i) What percentage of the contract will be subcontracted	(Tick applicable box)	
	iv) Specify, by ticking the appropriate box, if subcontracting with an enterprise in to	erms of YES NO	7

Preferential Procurement Regulations, 2017:		110
Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9.	DECLA	RATION WITH REGARD TO COMPANY/FIRM			
9.1	Name	Name of company/firm:			
9.2	VAT r	VAT registration number:			
9.3	Comp	Company registration number:			
9.4	TYPE	OF COMPANY/ FIRM [TICK APPLICABLE BOX]			
	;7 1.1 1.1 1.1	Partnership/Joint Venture / Consortium One person business/sole propriety Close corporation Company (Pty) Limited			
9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES					
9.6	COM	PANY CLASSIFICATION (TICK APPLICABLE BC	DX]		
	0 0 0	Manufacturer Supplier Professional service provider Other service providers, e.g. transporter, etc.			
9.7	Total	number of years the company/firm has been in bu	ısiness:		
9.8	the B		to so on behalf of the company/firm, certify that the points claimed, based or graphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for		
	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;		
			ult of points claimed as shown in paragraphs 1.4 and 6.1, the contractor ma atisfaction of the purchaser that the claims are correct;		
		If the B-BBEE status level of contributor has been have not been fulfilled, the purchaser may, in add	claimed or obtained on a fraudulent basis or any of the conditions of contractition to any other remedy it may have—		
	(a) disqualify the person from the bidding process	S;		
	(b) recover costs, losses or damages it has incur	red or suffered as a result of that person's conduct;		
) cancel the contract and claim any damages warrangements due to such cancellation;	which it has suffered as a result of having to make less favourable		
	(d	who acted on a fraudulent basis, be restricted	shareholders and directors, or only the shareholders and directors d by the National Treasury from obtaining business from any organ after the audi alteram partem (hear the other side) rule has been		
	(e) forward the matter for criminal prosecution.			
	WIT	NESSES	SIGNATURE(S) OF BIDDERS(S)		
	1.	,	DATE:		
	2.		ADDRESS		