SharePoint

Zimu Lungile 🕶 🦻



KZN Health Intranet

Search this site

HOME CORPORATE INFORMATION COMPONENTS DIRECTORY DISTRICT OFFICES HEALTH FACILITIES

KZN Health > Components > Supply Chain Management

AdvertQuote

HEALTH REPUBLIC OF SOUTH AFRICA	Quotation Advert	
Opening Date:	2022-06-01	
Closing Date:	2022-06-14	
Closing Time:	11:00	
INSTITUTION DETAILS		
Institution Name:	Clairwood hospital	V
Province:	KwaZulu-Natal	
Department or Entity:	Department of Health	
Division or section:	Central Supply Chain Management	
Place where goods / services is required	CLAIRWOOD HOSPITAL	
Date Submitted	2022-06-01	
ITEM CATEGORY AND DETAILS		
Quotation Number:	ZNQ: clw/0055/22/23	
item Category:	Services	V
tem Description:	COLLECTION AND BANKING OF CASH 36 MONTHS CONTRACT	-
Quantity (if supplies)		
COMPULSORY BRIEFING SESSION	J/SITE VISIT	
Select Type:	Not Applicable	V
Date :	No. Applicable	_
Time:		
Venue:		
	,	
QUOTES CAN BE COLLECTED FROM:	WEBSITE	
QUOTES SHOULD BE DELIVERED TO:	CLAIRWOOD HOSPITAL ON TENDER BOX	
ENQUIRIES REGARDING THE ADV	ERT MAY BE DIRECTED TO:	
Name:	MBALI MGOZA	
Email:	mercy.mgoza@kznhealth.gov.za	
Contact Number:	031 451 5114/5091	
Finance Manager Name;	Mrs S.G Mkhize	
	/ A \	

STANDARD QUOTE DOCUMENTATION OVER R30 000.00

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: CLAIRWOOD HOSPITAL

DATE ADVERTISED: 01 JUNE 2022 CLOSING DATE: 14 JUNE 2022 CLOSING TIME: 11:00

FACSIMILE NUMBER: 0314601992 E-MAIL ADDRESS.

PHYSICAL ADDRESS: CLAIRWOOD HOSPITAL 1 HIGGINSON HIGHWAY MOBENI 4060

QUOTE NUMBER: CLW/0055/22/23

DESCRIPTION: COLLECTION AND BANKING OF CASH 36 MONTHS CONTRACT

CONTRACT PERIOD 3 YEARS (if applicable)

CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO. UNIQUE REGISTRATION REFERENCE

DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS)

1 HIGGINSON HIGHWAY MOBENI 4060

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

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

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

THIS QUOTE IS SUBJECT TO THE FOLLOWING EVALUATION PROCESS

- QUOTATIONS WILL BE EVALUATED FOR COMPLIANCE TO ADMINISTRATIVE AND SPECIFICATION REQUIREMENTS INCLUDING BUT NOT LIMITED TO BIDDER'S DISCLOSURE, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- ⇒ PROPOSALS MAY ALSO BE EVALUATED ON FUNCTIONALITY IF APPLICABLE AND STATED IN THIS DOCUMENT.
- QUALIFYING PROPOSALS WILL THEN BE EVALUATED ON PRICE ONLY

	THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR QUOTE BEING DISQUALIFIED)
NAME OF BIDDER	
POSTAL ADDRESS	
STREET ADDRESS	
TELEPHONE NUMBER	CODENUMBERFACSIMILE NUMBER CODENUMBER
CELLPHONE NUMBER	
E-MAIL ADDRESS	
VAT REGISTRATION NU	JMBER (If VAT vendor)

OLIOTE NUMBER: CLW/0055/22/23

				MBER:						
DESCRIPTIO	N: COLLE	ECTION AND BANKING OF CASH 36 MG	ONTHS CONTR	ACT	************					
SIGNATURE [By signing th	OF BIDDER is document	R	DATE							
CAPACITY U	INDER WHIC	CH THIS QUOTE IS SIGNED	144444488811111114444999	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,						
Item No	Quantity	Description	Brand & model	Country of manufacture	Price R	С				
01	3 YEARS	COLLECTION AND BANKING OF CASH 36 MONTHS CONT	RACT							
		n				 				
		SPECIFICATION ATTACHED	- "							
					 -					
				-	_					
			<u></u>							
					0					
				2		-				
					-	+				
	_					_				
<u>.</u>				-	_	-				
	-	15% (Only if VAT Vendor)								
TOTAL QU	OTATION P	RICE (VALIDITY PERIOD 60 Days)								
				A.N.S. / S.A.B.S. Spec	ification?					
Is The Price	Firm?		Period, e.g., 1 <i>day</i> , 1v	/eek						
	-		uiries regarding <u>tec</u>	hnical information ma	ay be directe	ed to:				
		ALI MGOZA Tel: 0314515114/5019 y.mgoza@kznhealth.gov.za Cont	Contact Person: REFILOE MOKOAI Tel: 0314515126							
(_							



END-USER SPECIFICATION FORM

wes

Que	ote Number:	70770000 190 190						
lten	n Description: C	COLLECTION AND BANKING OF CA	4SH					
Dep	partment/Section: N	IURSING	Purpose of Item: Patients					
Pre	-qualification criteria if	any:						
	1.1. Is the item requir	ed to have a regulatory body certif	ication (e.g. SABS, SANS, SANAS, ISO, CIDB, etc.)? Yes /					
	No:Yes							
	Regulatory Body / certif	ication required if Yes:SA	BS					
	12 Is a compulsory	site inspection / briefing session re	equired? Yes / No					
	if Yes, specify: Date		lace NO					
		on and content part of the quote? Y						
		ction 4(1)(a) of the PPPFA Regulati						
	if Yes, specify:							
	4.5 13.1386.0							
	1.5. Liability Cover in	NONO						
	ii res, specily.	NO						
2.	What is the specificat	tion of the required item?						
	specifications to be adve		Comment					
1.	Collection and Bankin	g of Cash for (3 years contract)						
2.				_				
3.				_				
4.				_				
5.				_				
6. 7.				_				
1.	SEE ATTACHED SPEC	CIFICATION		_				
8.	CEE ATTACHED OF EX							
9.								
10.								
11.	N .							
3.		to be submitted? Yes / No(select or						
	3.1. Deadline for subm	nission if Yes: Date//	_ Ime Place					
or	3.2. Specify that samp	les must be made available when rec	quested in writing. Yes or No					
4.	Penalties to be noted	by the suppliers:						
	4.1. If the supplier fai	Is to deliver any or all of the goods	s or to perform the services within the period(s) specified in the	9				
	contract, the purch	naser shall, without prejudice to its ot	her remedies under the contract, deduct from the contract price	4				
	as a penalty, a si	um calculated on the delivered price	of the delayed goods or unperformed services using the currer	Æ				
	prime interest rate	e calculated for each day of the delay	until actual delivery or performance.					
5.	What is the evaluation	n criteria / special terms and condit	tions to be advertised?					
		cial terms and conditions to be advert]				
1.	Pre-qualification criteria]				
2.	Administrative	Does the offer comply to stipulate	d administrative requirements?					
3.	Conformance:	Was the product made or service		-				
4.	Performance:	Will/does the product/service fulfil	its performance obligation, in a manner that releases the supplier]				
			THE COURSE OF TH	7				
	me of End-user (in full)	KETTLOE MOKO AT	Name of SCM Rep (in full)	1				
De	signation / Rank (in full)	PLANE SERVICE OFFICE	Designation/ Rank (in full)	4				
Sig	nature		Signature					
Da	te	30/08/2022	Date 80 05 802					
Sta	andard End-User Specific	ation Form	/ Page 1 of	2				

0

DIRECTORATE:

FINANCE: REVENUE SECTION

Postal Address: P/BAG X 04, Mobeni, 4060

Physical Address: 1 Higginson Highway, Mobeni 4060

Tel. 031 451 5126 ,Email address:Zanele.Buthelezi2@kznhelath.gov.za

Date: 24/05/2022

Technical Specification for provision of cash-in-transit service for Clairwood hospital Scope of work

- The Clairwood Hospital requires the service of a duly registered Cash-in-transit service provider for the provision of cash-in-transit service to undertake the transit of monies from the Clairwood Hospital to the institution's banking facility. The information requested from the bidder in this bid have been identified by the Clairwood hospital as necessary in order to be able to evaluate the commitment,capability,suitability and capacity of the bidders.
- Bidders must be duly registered with private security industry regulator authority (PSIRA) and must maintain compliance with the rules and regulations of the private security Industry regulation Act 56 of 2001, regulations (PSIRA regulations) throughout the validation of any contractual commitment.
- Bidders are required to submit a valid membership certificate from PSIRA issued in terms of section 25 of the act.
- The service provider must collect, convey, store and deliver cash in accordance with the operating methods as amended from time to time.
- Collection, conveyance, storage and delivery of cash shall be made using sealed containers as supplied by the service provider.
- Collection, conveyance, storage and delivery of the stamped deposit slips shall be
 made using sealed envelopes/bags as supplied by the service provider. The number
 of bags/envelopes will be determined by Clairwood hospital and the cost thereof
 must be included on the price of the Bid. The department will not consider payment
 of costs that were not included in the original tender price.
- The service provider must return the stamped deposit slips to the institution within two working days of the collection of the cash.
- Before handing over the cash to an employee of the service provider, Clairwood Hospital shall verify the identity of such employee by reference to the employee's personal official identity card.
- The service provider must provide details of the nature and format of official identity cards in use which will be utilised for identification of employee.
- The service provider must be required to submit a list of Cash-in-transit officers allocated to the institution with a copy of the officer identity card and photos. It is requested that the cash-in-transit officer must always carry their card and they must be in full uniform.
- The service provider must provide Clairwood hospital with an official receipt for each container and envelope received by them on a daily basis.
- The service provider must remove cash at 09:00 to 14:00 from Monday to Friday excluding public holidays.
- The cash must be deposited immediately after collection.

- The service provider shall collect, convey, store and deliver cash in accordance with the operating methods as amended from time to time.
- Collection, conveyance, storage and delivery of cash shall be made using sealed containers as supplied by the service provider.
- Collection, conveyance, storage and delivery of bank deposit books shall be made using sealed envelopes/bags as supplied by the service provider.
 The number of bags will be determined by the individual institution consider And the cost thereof must be included on the price of the tender. Institutions will not consider payment of cost that was not included in that in the tender price.
- The service provider shall return the bank deposit books to the institution on the next removal.
- The service provider shall provide details of the nature and format of official identity cards in use which will be utilised for identification of employee's.
- It is requested that the cash -in-transit officer shall always carry their card and they
 must be in full uniform
- The service provider shall provide an official receipt for each container and envelope received by them.
- The service provider shall *remove* cash between 09:00 and 12:00 as stipulated from Tuesday, Thursday and Friday excluding weekends and public holidays.
- The cash shall be deposited immediately after collection.
- The service provider shall remain at an appointed banking facility until the cash has been received and verified by the teller. Any discrepancies must be reported within 24 hours to the Finance management officer and Finance service officer Revenue
- Additional pickups such as financial year end procedures will be communicated to the service provider timeously.
- Insurance to be arranged by service provider and a certified copy of the Insurance Policy is to be attached to the bid document; this is compulsory requirement.
- Any claims relating to Cash -in-Transit must be dealt with, and must be done by the service provider.
- The price must be firm for the period of 12 months. Price increase shall be considered using CPI or PSIRA rates
- The Service Provider will be subjected to security screening by the State Security Agency prior to awarding of the bid.

Ms. Zanele Buthelezi Finance Management officer Clairwood Hospital



- The service provider must remain at an appointed banking facility until the cash has been received and verified by the teller. Any discrepancies must be reported Immediately to Finance management officer and Finance service officer revenue of Clairwood Hospital.
- Additional earlier pickups such as financial year end procedures and days prior to public holidays will be communicated to the service provider timeously.
- Insurance to be arranged by service provider and a certified copy of the insurance policy is to be attached to the Bid document this is a compulsory requirement.
- Any claims relating Cash-in-transit must be dealt with and must be done by the service provider.
- The price must be firm for the period of 36 months (3 years). Price increase shall be considered using CPI or PSIRA rates.
- The service Provider will be subjected to security screening by the State Security Agency prior to awarding of the bid.
- Cash-in-transit must be dealt with in an armoured motor vehicle.

SI(g	n	г	ı	:1	J	r	€) (S																							
																									×	•	•						
• •		٠		•	•		•	•		•	Ħ	•	•	•	•	Ħ	•	•		•	•	•	•	•	•	•	•	*	•	-	•	•	-
			*			•	•		•		¥			•	•	¥	•							•	¥	×		٠	•		,		•
		R	•			-	•				•	E	•	•			•		•	•	•	•	•	•		٠	•	•	•	•	•		•

BIDDER'S DISCLOSURE

1.	Р	HR	PO	SE	OF.	THE	FORM

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

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

2. BIDDER'S DECLARATION

- 2.1. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

 YES/NO
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State Institution

2.2.	Do you, or any person connected with the bidder, have a relationship with	any person who is employed by the procuring institution?
		VES/NO

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

3. DECLARATION

- 3.1. I have read and I understand the contents of this disclosure;
- 3.2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6. There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

I the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

GENERAL CONDITIONS OF CONTRACT

1. AMENDMENT OF CONTRACT

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

2. CHANGE OF ADDRESS

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

3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

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

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

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

 Clear indication thereof must be stated on the schedules attached.
- 4.10. The Department is under no obligation to pay suppliers in part for work done if the supplier can no longer for fulfil their obligation.

5. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS

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

7. COMPULSORY SITE INSPECTION / BRIEFING SESSION

7.1. (i)	Bidders who fail to attend the compulsory meeting will be disqual. The institution has determined that a compulsory site meeting	ified from the e	evaluation process. take place
(ii)	Date Time Place _	A PERSONAL PROPERTY.	
Instit	ution Stamp:	Institution Site	e 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. TAX COMPLIANCE REQUIREMENTS

- 9.1. 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.
- 9.2. 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.

10. TAX INVOICE

- 10.1. 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.

11. PATENT RIGHTS

The supplier shall indemnify the KZN Department of Health (hereafter known as the purchaser) against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

12. PENALTIES

- 12.1. If at any time during the contract period, the service provider is unable to perform in a timely manner, the service provider must notify the institution in writing/email of the cause of and the duration of the delay. Upon receipt of the notification, the institution should evaluate the circumstances and, if deemed necessary, the institution may extend the service provider's time for performance.
- 12.2. 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.
- 12.3. 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.
- 12.4. 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.

13. TERMINATION FOR DEFAULT

- 13.1. 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.
- 13.2. 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.
- 13.3. 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.

14. THE DEPARTMENT RESERVES THE RIGHT TO DISQUALIFY ANY QUOTATION WHICH FAILS TO COMPLY WITH THE ABOVE.