SharePoint

KZN Health > Components > Supply Chain Management

AdvertQuote

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submit sample will disqualify this offer. (supply sample to King Edward Hospital)
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Quote attached to the advert.
King Edward Hospital, deposit in tender box, situated in the admin block, nif Sydney Road, Congella, 4013 (DO NOT E-MARL QUOTES).
MAY BE DIRECTED TO:
Louise Steyn
Louise.Steyn@kznhe.alth.ggv.zg (Ito oot c-mail quotes).
031-3603448
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VAT REGISTRATION NUMBER (If VAT vendor)

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oes This (Offer Camply '	With The Specification?	Does The Article Cor	Norm To The S	A.N.S. / S.A.B.S. Spec	ification?	
The Price	Firm?		State Delivery Period				
	ACCORDING TO SECURITION OF THE PERSON OF THE			THE STREET CONTROL OF			

		BIDDER'S DISCLOSURE	
1.	accountability, impartiality, and ethics as en	shrined in the Constitution of the F	on to bid. In line with the principles of transparency, Republic of South Africa and further expressed in in respect of the details required herounder.
	Where it person/s are listed in the Registe automatically be disqualified from the bid pro		the List of Restricted Suppliers, that person will
2.	BIDDER'S DECLARATION		
2.1.	Is the bidder, or any of its directors / trustees enterprise, employed by the state?	I shareholders I membors I partnor	s or any person having a controlling interest [†] in the YES/NO
2.1.1			cable, state employee numbers of sole proprietor/ controlling interest in the enterprise, in table below.
	Full Name	Identity Number	Name of State Institution
22.	Do you, or any person connected with the bio	lder, have a relationship with any pe	erson who is employed by the procuring institution? YES/NO
2.2.1.	If so, furnish particulars:		eforcer.
2.3.	Does the hidder or any of its directors / trust the enterprise have any interest in any other	ees / shareholders / members / par related enterprise whether or not th	tners or any person having a controlling interest in ney are bidding for this contract? YES/NO
2.3.1.	If so, furnish particulars:		Allen And Per
3.	DECLARATION		
	I, the undersigned,(name) make the following statements that I certify t	o be true and complete in every res	in submitting the accompanying bid, do hereby spect:
3.1.	I have read and I understand the contents of	f this disclosure;	
3.2.			ound not to be true and complete in every respect;
3,3.	The bidder has arrived at the accompanying arrangement with any competitor. However, as collusive bidding.	ng bid independently from, and w communication between partners in	ithout consultation, communication, agreement or n a joint venture or consortium? will not be construed
3.4.	In addition, there have been no consultation	ns, communications, agreements o	or arrangements with any competitor regarding the
	quality, quantity, specifications, prices, incl	uring methods, factors or formula	s used to calculate prices, market allocation, the
			ntion not to win the bld and conditions or delivery
3.5.	particulars of the products or services to whi		the bidder, directly or indirectly, to any competitor,
0.0.	prior to the date and time of the official bid o		
3.6.			ments made by the bidder with any official of the
	procuring institution in relation to this procu	rement process prior to and during	the bidding process except to provide clarification
	on the bid submitted where so required by terms of reference for this bid.	the institution; and the bidder was	not involved in the drafting of the specifications or
3.7.	I am aware that, in addition and without prej and contracts, bids that are suspicious will be administrative penaltics in terms of section Presecution Authority (NPA) for criminal Inv	ic reported to the Competition Com 1 59 of the Competition Act No 80 estination and or may be restricted	d to combat any restrictive practices related to bids imission for investigation and possible imposition of 0 of 1998 and or may be reported to the National from conducting business with the public sector for of Corrupt Activities Act No 12 of 2004 or any other
LCER	TIFY THAT THE INFORMATION FURNISHE	D IN PARACRAPHS 1 2 and 3 AB	IOVE IS CORRECT.
LACK	SEPT THAT THE STATE MAY REJECT TO	HE BID OR ACT AGAINST ME I	IN TERMS OF PARAGRAPH 6 OF PEMA SCM THE SUPPLY CHAIN MANAGEMENT SYSTEM

I for power, my and person or a group of persons holding the majority of the equity of an enterprise, alternatively. The person/a having the decisions work or puwer to influence or to direct the course and decisions of the enterprise.

Position

2 Biff vesture or Consection means an association of persons for the purpose of combining that expensive, property, tabilet, efforts, ak.II and knowledge in an activity for the execution of a contract.

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Signaturo

SHOULD THIS DECLARATION PROVE TO BE FALSE.

contracting and the second

Name of Bidder

Dato

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 other was submitted) should their address (domicilium citandi et executendi) details change from the time of bidding to the expiry of the contract.

3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

- 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 obscurifies 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 QUIOTATION.
- 3.4. The price quoted must include VAT (if VAT vendor).
- 3.5. Should a bidder become a VAT vender 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 vender. The Department is only liable for any VAT from registered VAT venders 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 worlditem (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.
- 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.
- 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 falled will not be considered.
- 3.15. All delivery costs must be included in the quoted price for delivery at the prescribed destination.
- 3.16. Only firm prices will be accepted. Such prices must remain firm for the contract period. Non-firm prices (including rates of exchange variations) will not be considered.
- 3.17. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.18. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered.
- 3.19. Verification will be conducted to identify if bidders have multiple companies and are cover-quoting for this bld.
- 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/bld 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 initialted; 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.
- 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.
- 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.
- 8.2. Samples must be made available when requested in writing or if stipulated on the document.
- If a Bidder falls 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 disqua The institution has determined that a compulsory site meeting						take place	
(H)	Date			Time		Place		
Insti	itution Stan	np:					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 projudice 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.
- 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

- 10.5. "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) on individual socialized 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 purt 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 falls 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
- 13.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may produre, 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 whote 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.