



KZN HEALTH

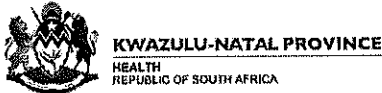
KZN Health Intranet

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AdvertQuote



Quotation Advert

Opening Date: 2022-05-19

Closing Date: 2022-05-25

Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: Umgungundlovu district office

Province: KwaZulu-Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required: PMB Mortuary

Date Submitted: 2022-05-18

ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ: UMG 26/22/23

Item Category: Goods

Item Description: SUPPLY AND DELIVER TOXICOLOGY KITS

Quantity (If supplies): 150 KITS

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Select...

Date:

Time:

Venue:

QUOTES CAN BE COLLECTED FROM: www.kznhealth.gov.za

QUOTES SHOULD BE DELIVERED TO: 171 Hoosen Haffeejee Street, Pietermaritzburg, 3201

ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name: Nozipho Kweza

Email:

Contact Number: 033 897 1003

Finance Manager Name: Mrs P L Mkhize

Finance Manager Signature:

No late quotes will be considered

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 quoted price for delivery at the prescribed destination.
- 3.16. Only firm prices will be accepted. Such prices must remain firm for the contract period. Non-firm prices (including rates of exchange variations) will not be considered.
- 3.17. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.18. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered.
- 3.19. Verification will be conducted to identify if bidders have multiple companies and are cover-quoting for this bid.
- 3.20. In such instances, the Department reserves the right to immediately disqualify such bidders as cover-quoting is an offence that represents both corruption and acquisition fraud.

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

- 4.1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
- 4.2. Under no circumstances whatsoever may the quotation/bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
- 4.3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
- 4.4. Quotations submitted must be complete in all respects. However, where it is identified that information in a bidder's response, which does not affect the 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.

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; | (iv) a description and quantity or volume of the goods or services supplied; |
| (ii) the name and address of the recipient; | (v) the official department order number issued to the supplier; |
| (iii) an individual serialized number and the date upon which the tax invoice is issued; | (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.



TOXICOLOGY KITS

Toxicology Sampling Kit for the collection and transport of post-mortem biological fluids and human tissue for the purpose of forensic toxicological analysis. To be used in mainly in the Department of Health – Forensic Mortuaries
The following qualities are required:

1. It is imperative that the kit must be prepared in a manner that would prevent contamination.
2. Quality control measures must be in place to prove this.
3. The intention is for a standardized Toxicology Sample Kit to be procured at provincial level and used at mortuaries nationally for the collection of post-mortem samples from where it would be transported to the relevant Department of Health Forensic Chemistry Laboratories for the toxicological analysis of samples.
4. The prescribed minimum specifications of the required Toxicology Sample Kit are stipulated under the following:

THE BIDDER TO STATE:

5. The sample containers must be of clean suitable plastic material that would not allow leaking of samples and would not break easily when dropped.
6. The specimen containers must be suitably clean not to result in contamination of samples and to avoid interference on analytical results. Prior to the bid being awarded, samples of the containers will be requested for testing to verify the suitability thereof.
7. Labels on the containers must be printed clearly, eg. Font size 14, in water fast ink on labels that would not come loose or get damaged when exposed to repeated freezing, thawing and wetting.
8. The specimen containers must be supplied capped with self-sealing, leak-free lids with a watertight fit where relevant.
9. The outer packaging must be sealed with tamper evident tape bearing a unique serial number with the prefix TOX e.g. T000001 (bar-coded and numerical) that must be recorded with full serial tracking as per ISO standard. It must be easy to see if a seal or the packaging has undergone tampering.

TOXICOLOGY SAMPLE KIT: PACKAGING/BUCKET

10. A 1 to 2 litre plastic bucket, with handle and lid, that can hold the required contents, and meeting the following:
 11. Must close tightly and must be simple to seal for tamper proof purposes.
 12. The opening must be wide enough to allow easy access to the contents.
 13. For convenient storage purposes, a shape that is easily stackable.
 14. The packaging/bucket must be labeled with a standard sign (at least 40 mm x 40 mm) for biological hazards that is not affected by wetting or freezing.
 15. The lid of the packaging/bucket must be labeled with a unique serial number (bar-code) mirrored by the sample containers inside.

TOXICOLOGY SAMPLE KIT: CONTENT

16. The following content is required for the Toxicology Sampling Kit:

17. One plastic specimen jar of approximately 150 ml capacity, labeled "STOMACH CONTENTS".
18. One plastic specimen jar of approximately 150 ml capacity, with a blank label.
19. One 10 ml bottle, with a cap that seals airtight, and that has an inert liner (e.g. Teflon) and that contains an anti-leak mechanism. Included in the bottle must be the correct amount of "Potox" preservative of pharmaceutical quantity, ground to an ultra-fine powder, mixed to the correct ratios. (Information to this regard can be provided, if required). The bottle must be labeled "vitreous humor".
20. One 20 ml McCartney bottle, with a cap that seals airtight and that contains an anti-leak mechanism. The bottle must be labelled "URINE".
21. One 20 ml McCartney bottle (inert glass) for the collection of blood, with a cap, lined with Teflon, that seals airtight and that contains an anti-leak mechanism. Included in the bottle must be the correct amount of "Potox" preservative of pharmaceutical quality, ground to an ultra-fine powder, mixed to the correct ratios. (Information to this regard can be provided, if required). The bottle must be labeled "POST MORTEM BLOOD: ALCOHOL ANALYSIS", with the label providing sufficient space to write the site of collection (eg. Cardiac, peripheral etc.)
22. One 20 ml McCartney bottle (inert glass), with a cap, lined with Teflon, that seals airtight and that contains an anti-leak mechanism. Included in the bottle must be Lithium Heparin of pharmaceutical quality. The bottle must be labeled "POST MORTEM BLOOD: TOXICOLOGY", with the label providing sufficient space to write the site of collection (eg. Cardiac, peripheral etc.)
23. An instruction leaflet to describe the use of the Toxicology Sampling Kit, detail to be provided by the client and printed by the supplier of the kit (see example in Annexure A).
24. Each specimen container (jars and McCartney bottles) should contain a unique serial number (barcode) mirrored by that of the package/ bucket, and having a unique identifier per container, eg a,b, c etc.
25. Each specimen jar should have a self-sealing lid that is leak-free with a watertight fit.
26. 3 x Post Mortem Toxicology Referral Form, detail to be provided by the client and printed by the supplier of the kit (see example in Annexure B).
27. A zip seal plastic bag affixed to the lid of the bucket, big enough to accommodate Annexure B when folded in half (to hold Annexure B after completion by Forensic Medical Practitioner).
28. All the content must be sealed into a strong clear plastic bag.
29. The bag mentioned in 28 must be labeled with:
 - TOXICOLOGY SAMPLING KIT;
 - The unique serial number of the kit package;
 - A brief list of the contents;
 - The relevant manufacturing and sterilization date;
 - The batch number;
 - The expiry date;
 - Confirmation of quality control performed.
30. A molded base or molded base insert to secure the filled jars and McCartney bottles during transport.
31. 2 x Strips of tamper evident tape or better alternative, bearing a unique serial number with the prefix T e.g. T000001 (bar-coded and numerical) that must be recorded with full serial tracking as per ISO standard. It must be easy to see if a seal or the packaging has undergone tampering.
32. 1 x tamper evident exhibit sealing bag with unique sequential reference number.

ADDITIONAL REQUIREMENTS

33. All containers in the Toxicology Sampling Kit must be clean and sterilized to avoid the possibility of contamination.
34. A clinically clean environment and stringent quality control procedure are critical to ensure clean containers and kits.
35. The production of the POTOX should happen in a Bio Hazard safety zone, and should be gamma-irradiated after filling, to ensure sterility.
35. The bidder must include a detailed procedure describing the preparation of the kit for the evaluation by the client.
36. An example of the complete Toxicology Sampling Kit must be delivered for evaluation with the bid documents. Offers without examples to test, will not be considered.
37. The expiry date of both the kit and its contents (where applicable) should not be less than 24 months. The supplier to provide and proof validation data obtained to establish the expiry date of the kit

and its contents. The proof must be in documentary form with testing results for this purpose. The company must provide in documentary form, all standards adhered to in this testing process. This may include, but is not limited to ISO standards, SANAS standards, must be traceable to the SI Unit international standard.
This documentation must be attached to the bid document.

SPECIAL CONDITIONS

1. The first kits must be made available immediately after awarding of the contract.
 2. Once receiving an official order, the kits should be delivered to the client within 7 working days.
 3. The Department reserves the right not to award the contract.
 4. If the bidder does not comply with ALL the mandatory requirements, the bid will be disqualified.
 5. This contract will be a once-off contract
 6. Prices quoted must include all expenses, manufacturing and delivering and VAT.
- Samples must be submitted with:

ANNEXURE A

Instruction Leaflet for Toxicology Kit as compiled by the Forensic Chemistry

Laboratories of the National Department of Health

1. Collect all necessary samples as per the appropriate national protocol and fill the necessary containers as labeled.
2. The containers with blank labels may be used to collect other specimens for analysis. Indicate the type of specimen on the blank label.
3. When writing on the container labels, use the permanent marker supplied. Write neatly and legibly (in print).
4. Ensure that all containers have been sealed properly before returning them to the relevant spaces in the mold in the bucket to prevent leakage.
5. The Post Mortem Toxicology Referral Form must be completed by the Forensic Medical Practitioner in triplicate (one for the SAPS Investigating Officer, one for the FCL and one for the case docket at the Mortuary). Stick the bar-code sticker provided to you upon submission of the kit at the laboratory, on this form. Note that this will serve as proof of receipt of the kit at the laboratory.
6. The original completed Post Mortem Toxicology Referral Form must be placed in the Zip Seal bag located on the **outside of the bucket**.
7. Ensure that the lid is tightly sealed and secured. Press down firmly.
8. Apply the 2 yellow security seals as indicated on the diagram below.
9. Store the bucket containing the specimens in the refrigerator at a temperature of between 2 to 8°C after use.
10. Transport the buckets to the laboratory within a maximum of 4 weeks after sampling, maintaining this temperature interval.

Note: Cooler boxes with ice packs are recommended during transport to the laboratory.

11. It is preferred that no preservative is used for human tissue. If SVR (95% ethanol) is used as preservative, add just enough to cover the tissue. Avoid spillage of the solvent (SVR) after it is added to the container. Ethanol is used at the laboratory as a solvent during sample preparation to dissolve the suspected substance. A spillage may negatively influence the results obtained by the laboratory.
12. Do not use SVR if ethanol poisoning is suspected to have caused death.
13. All non-biological exhibits (tablets, drugs or poison) should be sealed in the tamper evident exhibit sealing bag and submitted with the biological samples at the relevant Forensic Chemistry Laboratory of the National Department of Health.
14. Relevant accompanying documentation must not be sealed in the container that contains the sample.
15. Accompanying documentation must contain SAPS Station and CAS number