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KZN Health Intranet

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KZN HEALTH

HOME

CORPORATE INFORMATION

COMPONENTS

DIRECTORY

DISTRICT OFFICES HEALTH FACILITIES

KZN Health > Components > Supply Chain Management

AdvertQuote

KWAZULU-NATAL PROVID	Quotation Advert	
REPUBLIC OF SOUTH AFRICA	The second secon	
Opening Date:	2022-09-06	[0]
Closing Date:	2022-09-09	
Closing Time:	11:00	
NSTITUTION DETAILS		
nstitution Name:	Mseleni hospital	V
Province:	KwaZulu-Natai	
Department or Entity:	Department of Health	
Division or section:	Central Supply Chain Management	
Place where goods / services is required	Mseleni Hospital	
Date Submitted	2022-09-06	
TEM CATEGORY AND DETAILS		
Quotation Number:	ZNQ: MSH213-22-23H	
tem Category:	Goods	V
tem Description:	SUPPLY AND DELIVER: STATIONERY ITEMS	
	NOTE : EMAILS ARE ON AND OFF SUPPLIERS ARE ADVISED TO MENTS IN THE TENDER BOX AT MSELENI HOSPITAL	DROP DOCU
Quantity (if supplies)	4943	ı
COMPULSORY BRIEFING SESSION	I / SITE VISIT	
Select Type:	Not Applicable	Y
Date :		
Time:		
Venue:		
QUOTES CAN BE COLLECTED FROM:	WEBSITES	-
QUOTES SHOULD BE DELIVERED TO:	TENDER BOX AT MSELENI BOX /035 574 1003	
ENQUIRIES REGARDING THE ADV	ERT MAY BE DIRECTED TO:	
Name:	Nozipho Ndlovu	
Email:	mselenihospital.finance@gmail.com	
Contact Number:	035 574 1004 EXT 1076	

Finance Manager Name:

MRS BNM NKUNA

Finance Manager Signature:

No late quotes will be considered

STANDARD QUOTE DOCUMENTATION OVER R30 000.00			\neg
YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT. MSELENI HOSPITAL			
DATE ADVERTISED: 06/09/2022	E: 11:00		
FACSIMILE NUMBER:035 574 1004 E-MAIL ADDRESS: mselenihospital.finance@gmail.com	. ,		
PHYSICAL ADDRESS: MSELNI HOSPITAL , SIBHAYI 3967			
QUOTE NUMBER: ZNQ / MSH / 213 / 22 - 23H DESCRIPTION: STATIONERY ITEMS		,,,,,,, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
CONTRACT PERIOD ONCE OFF VALIDITY PERIOD 60 Days SARS PIN			
CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO.			
UNIQUE REGISTRATION REFERENCE			
DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS)			
MSELENI HOSPITAL IN THE TENDER BOX NEXT TO SWITCH BOARD OPERRATOR			
Bidders should ensure that quotes are delivered timeously to the correct address. If the quote is late, it will n consideration.	ot be acc	epted	for
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 PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICATIONS OF CONTRACT.	HE PREFI ABLE, AN	ERENT Y OTH	IAL IER
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 CODENUMBER			
TELEPHONE NUMBER CODENUMBER			
E-MAIL ADDRESS VAT REGISTRATION NUMBER (If VAT vendor)			
	YES		0
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 SUBFOR PREFERENCE POINTS FOR B-BBEE]			

UMYANGO WEZEMPILO KWISIFUNDAZWE SAKWA-ZULU-NATAL MSELENI HOGPI IAL SUPPLY CHAIN MANAGEMENT

2022 -09- 06

P.O. BOX 918AY1, 3967

PROVINCE OF KWA-ZULU NATAL DEPARTMENT OF HEALTH

Page 1 of 9

CAPACITY UNDER WHICH THIS QUOTE IS SIGNED.....

Item No	Quantity	Description	Brand &	Country of	Price	
Keni Mo	Guantity	- Leganipuon	model	manufacture	R	. с
		SUPPLY AND DELIVER				
1.	150 PKT	FLUIDE BALANCE CHART MUST BE WRITTEN				
-		IN BOTH SIDES (PKT OF 250)				
		(AS PER ATTACHED SPECIFICATION)				
2.	120 PKT	CARD FAMILY PLAANING (PKT OF 250)				
		(AS PER ATTACHED SPECIFICATION)				
3.	70 PKT	OUT PATIENT RECORD FILE BROWN (PKT OF 50)				
		(AS PER ATTACHED SPECIFICATION)				
4.	200	BOOK ELECTIVE PATIENT TRANSPORT				
1		REQUISITION (BOOKLET)				
		(AS PER ATTACHED SPECIFICATION)				
5.	3800	MATERNITY CASE RECORDS BOOKLET				
		(AS PER ATTACHED SPECIFICATION)				
6.	200 PKT	FILE CASE HISTORY MEDICAL RECORDS FOLDER				
		(PKT OF 50)				
- Louis III		AS PER ATTACHED SPECIFICATION)				·
7.	09	BOOK ATTANANCE REGISTER				
		(AS PER ATTACHED SPECIFICATION)				
8.	79	NURSE OFF DUTY BOOK				
		(AS PER ATTACHED SPECIFICATION)				
9.	300	ADULT CLINICAL CHART BOOKLET				
		(AS PER ATTACHED SPECIFICATION)				
10.	26 PKT	REFERIAL FORMS (PKT OF 250)				
		(AS PER ATTACHED SPECIFICATION)				
		P.T.O				
VALUE A	DDED TAX @	15% (Only if VAT Vendor)				

	Does The Article Conform To The S.A.N.S. / S.A.B.S.
'	Dood the Made Sellieth 19 the
Does This Offer Comply With The Specification?	Specification?
DOGS THIS Offer Compty With the opcomoditoria	
Is The Price Firm?	State Delivery Period, e.g., 1day, 1week
	Otato 2 street, 1 street, 2 street,

Enquiries regarding the <u>quote</u> may be directed to:	Enquiries regarding technical information may be directed to:
Contact Person: NOZIPHO /PHINDILE Tel: 035 574 1004 E-Mail Address: mselenihospital.finance@gmail.com	Contact Person: NOZIPHO /PHINDILE Tel: 035 574 1004

	Does The Article Conform To The S.A.N.S. / S.A.B.S.
pes This Offer Comply With The Specification?	Specification?
The Price Firm?	State Delivery Period, e.g., 1day, 1week

Enquiries regarding the <u>quote</u> may be directed to:	inquiries regarding <u>technical information</u> may be directed to:
Contact Person: NOZIPHO/PHINDILE Tel: 035 574 1004 E-Mail Address: mselenihospital.finance@gmail.com Co	Contact Person: NOZIPHO/PHINDILE Tel: 035 574 1004

[Tom 10.1

FORMS, FLUID BALANCE CHART 🗸

Printed both sides in black ink.

Size: 210mm X 297mm

Paper: White 46 GSM

Pack and Label 100's

All items to be boxed

Packaging: Box of 40 packets (packets of 250 units)

Irons HO.2

CARDS, FAMILY PLANNING

Printed on both sides in black ink Size: 135mm x 378mm

Board: Eltoro Litho 200 GSM

Front cover; labelled/printed to show contents and item number.

All Printing on file must be in the English language only.

Packaging: 250 per packet to be boxed in A3 boxes

[Tom 110.03

FOLDERS, OUT PATIENT RECORD

Printed on both sides in black ink

Size: 297mm x 535mm

Board: Buff Tokai 240 GSM (mill tinted)

Scored: 2 down 203mm and 424mm from left hand edge. Not folded.

Punch 3 holes 2 holes to be equidistant from the top and bottom edges and 228mm from

the edge of the front cover 3'd hole 25mm from the top of border and Centre fold.

Front cover: labelled/printed to show contents and item number.

All Printing on file must be in the English language only.

Packaging: 250 per packet

Trem NO. H

BOOKS, ELECTIVE PATIENT TRANSFER REQUISITION V

50 sets of 3 leaves printed one side only in black ink each book, 150 leaves per book

Size: 247 mm x 210 mm

Original: Yellow NCR paper CB – perforated

Duplicate: White NCR paper CFB – perforated

Triplicate: Green NCR paper CF - Firm

Covers: Similar or equal to Buff Tokal 200 GSM

Back Cover Size: 297 mm x 430 mm, Score and fold 2 to form a backing board, wire stabbed 3 in the 13 mm binding margin, labelled or printed to show contents and Cat.No.

All Items to be boxed

Packaging: Box of 20

ITOM NO. OS

MATERNITY CASE RECORD BOOK

Front cover: labelled/printed to show contents and item number.

All Printing on file must be in the English language only.

Packaging: 20 books per box

Tram No.7

BOOK ATIENDANCE REGISTER

40 leaves printed both sides in black ink per each book.

Size: 297mm x 420mm

Paper: "Sky" 60 GSM (mill tinted)

Covers: 1225 microns chipboard perfect bound Spine covered with 80mm blue book cloth Front cover: labelled/printed to show contents and item number. All Printing on file must be in the English language only.

Packaging: 50 books per box

BOOKS, OFF DUTY NURSE

200 leaves printed one side only in black ink.

Size: 297mm x 210mm

First Page: White NCR paper CB

Pages 2 to 199: White NCR paper CFB

Last Page: White NCR paper CF all leaves to be perforated

Front and back covers: 1225 microns

Chipboard hinge. Reinforced on the inside with Buff Tokai 200GSM board. Wire stitched 4 $^{\circ}$ in the 21mm binding margin. Spine covered with red book cloth.

Front cover: labelled or printed to show contents and cps catalogue number

Back cover: to have a sheet of 160 GSM buff Tokai board securely attached which is to be

scored and folded twice to form a writing shield.

Front cover: labelled/printed to show contents and item number.

All Printing on file must be in the English language only.

Packaging: 30 books per box.

17EM No. 9

ADULT CLINICAL CHART (ARV's)

Cover: 160 GSM card yellow (paediatric) B4 size

Printing on cover: coat of arms and title full colour

Insert: 80g, 8 pages, A4 printed back to back

170M NO.10

SETS PATIENTS REFERRAL LETTER $\ensuremath{\checkmark}$

Each set to consist of 4 leaves gummed across the top.

Size: 297mm x 210mm

Original: white NCR CB perforated

Duplicate: white NCR CFB perforated (mill tinted)

Triplicate: blue NCR CFB perforated (mill tinted)

Quadruplicate: yellow NCR paper CF firm (mill tinted) forms guideline for use. One form

per packet. Printed in black ink on white 60gsm paper on side only.

Pack and label: 50 sets of referral letters and 1 form guideline for use, per packet.

All items to be boxed

Packaging: Box of 20 packets (Packets of 50 units)

PROVINSIE KWAZUĹU-NATAL

PROVINCE OF KWAZULU-NATAL

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MEMORANDUM

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ITEM NO. 13

BOOKS, DAILY CLINIC REGISTER

50 leaves printed on both sides in black ink each book: 100 pages

Size: 297mm x 210mm Paper: White 70 GSM

Covers: Pink Tokai 200 GSM (mill tinted) Size: 297mm x 420mm saddle staple 2 Front Cover: labelled/ printed on outside only in black ink to show contents.

PACK AND LABEL: item number on all labels and boxes

Front cover: labelled/printed to show contents and item number.

All Printing on file must be in the English language only.

Packaging: 50 books per box

1 TBM 110.14

BOOKS, REGISTER OF PSYCHOTROPIC MEDICINES

50 leaves printed both sides in black ink. Size: 297mm x 420mm

Paper: White 70 GSM

Pages numbered from 1 to 100 each book

Covers: 1225 microns chipboard. Hinge reinforced with Tokai 200 GSM. Inside cover: wire stapled 4 spine covered with 75mm wide

Front cover: instructions printed in black ink and pasted onto inside front cover. Label: size 260mm x 190mm, white 70 GSM paper printed in black ink pasted onto

front cover. Front cover: labelled/printed to show contents and item number.

All Printing on file must be in the English language only.

Packaging: 50 books per box

Tram NO. 15

CARDS OUT-PATIENT RECORD (PATIENT HELD)

Printed on both sides only in black ink
The dated diagnosis side must be printed on the CF side of the board.

Size: 125mm x 325mm

Board: NCR 125 GSM CF white

Front cover: labelled/printed to show contents and item number.

All Printing on file must be in the English language only.

Packaging: 250 per packet

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Same and the

1,7		BIDDER'S DISCLOSURE	
	transparency, accountability, impartiality, and expressed in various pieces of legislation, it hereunder.	is required for the bidder to make the	invitation to bid. In line with the principles of tion of the Republic of South Africa and further his declaration in respect of the details required
	Where a person/s are listed in the Registe automatically be disqualified from the bid pro-	r for Tender Defaulters and / or th cess.	e List of Restricted Suppliers, that person will
2. 2.1.	the enterprise, employed by the state?		rs or any person having a controlling interest ¹ in YES/NO
2.1.1	If so, furnish particulars of the names, individual formula of the names	s/ partners or any person making a co	able, state employee numbers of sole proprietor/ introlling interest in the enterprise, in table below.
	Full Name	Identity Number	Name of State Institution
		<u>'</u>	
			any person who is employed by the procuring
2.2.			any person who is employed by the procuring YES/NO
2.2.1.	If so, furnish particulars:		
	- dispersion of the dispersion of trust	toes / shareholders / members / part	ners or any person having a controlling interest in
2.3.	the enterprise have any interest in any other	related enterprise whether or not ar	cy are bloamy for the
2.3.1.	If so, furnish particulars:	***************************************	
3.	DECLARATION		1
	the undersigned,(name) hereby make the following statements that	I certify to be true and complete in ex	in submitting the accompanying bid, do very respect:
3:1.	I have read and I understand the contents of	of this disclosure;	the substitution of the su
3.2.			ound not to be true and complete in every respect;
3.3.	The bidder has arrived at the accompany arrangement with any competitor. However,	ring bid independently from, and wi ver, communication between partne	ers in a joint venture or consortium ² will not be
	construed as collusive bidding.	ons communications, agreements of	r arrangements with any competitor regarding the
3.4.	quality, quantity, specifications, prices, in-	cluding methods, lactors of formala submit the bid, bidding with the inter	s used to calculate prices, market allocation, the ntion not to win the bid and conditions or deliven
3.5.	The terms of the accompanying bid have	e not been, and will not be, disci	osed by the bidder, directly or indirectly, to any ng of the contract.
0.0	There have been an consultations, comm	nunications, agreements or arrange	ments made by the bidder with any official of the
3.6.			the bidding process except to provide clarification of involved in the drafting of the specifications of
3.7.	I am aware that, in addition and without pr and contracts, bids that are suspicious will administrative penalties in terms of secti	on 59 of the Competition Act No 8	d to combat any restrictive practices related to bid imission for investigation and possible imposition of 1998 and or may be reported to the Nation from conducting business with the public sector for the formula Activities Act No 12 of 2004 or an arms.
I A	RTIFY THAT THE INFORMATION FURNISH CCEPT THAT THE STATE MAY REJECT TRUCTION 03 OF 2021/22 ON PREVENTION DULD THIS DECLARATION PROVE TO BE F	ING AND COMBATING ABUSE IN	BOVE IS CORRECT. IN TERMS OF PARAGRAPH 6 OF PFMA SC I THE SUPPLY CHAIN MANAGEMENT SYSTE
OI I			and the second s

Position

......

Signature

Name of Bidder

Date

l 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

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

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.

GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

The Department is under no obligation to accept the lowest or any quote. 3.1.

- 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 or preference claims 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.
- ALL DECISIONS TAKEN BY THE DEPARTMENT ARE FINAL, INCLUDING THE AWARD OR CANCELLATION OF THIS 3.3. QUOTATION.

The price quoted must include VAT (if VAT vendor). 3.4.

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.

The bidder must ensure the correctness & validity of the quotation: 3.6.

(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

(ii) it is the responsibility of the bidder to confirm receipt of their quotation and to keep proof thereof.

- The bidder must accept full responsibility for the proper execution & fulfilment of all obligations conditions devolving on under this 3.7. agreement, as the Principal (s) liable for the due fulfilment of this contract.
- This quotation will be evaluated based on the 80/20 points system, specification, correctness of information and/or functionality criteria. 3.8. All required documentation must be completed in full and submitted.

Offers must comply strictly with the specification.

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

Late offers will not be considered. 3.11.

Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.

Used/ second-hand products will not be accepted.

A bidder not registered on the Central Suppliers Database or whose verification has failed will not be considered.

All delivery costs must be included in the quoted price for delivery at the prescribed destination.

- Only firm prices will be accepted. Such prices must remain firm for the contract period. Non-firm prices (including rates of exchange 3.16. variations) will not be considered.
- In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.

In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered.

Verification will be conducted to identify if bidders have multiple companies and are cover-quoting for this bid.

In such instances, the Department reserves the right to immediately disqualify such bidders as cover-quoting is an offence that 3.20. represents both corruption and acquisition fraud.

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

- Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with 4.1. words importing the masculine gender shall include the feminine and the neuter.
- Under no circumstances whatsoever may the quotation/bid forms be retyped or redrafted. Photocopies of the original bid documentation 4.2. may be used, but an original signature must appear on such photocopies.

The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated. 4.3.

- Quotations submitted must be complete in all respects. However, where it is identified that information in a bidder's response, which 4.4. does not affect the preference points or price, is incomplete in any respect, the said supplier meets all specification requirements and scores the highest points in terms of preference points and price, the Department reserves the right to request the bidder to complete/ submit such information.
- Any alteration made by the bidder must be initialled; failure to do so may render the response invalid. 4.5.

Use of correcting fluid is prohibited and may render the response invalid. 4.6.

Quotations will be opened in public as soon as practicable after the closing time of quotation. 4.7.

Where practical, prices are made public at the time of opening quotations. 4.8.

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 4.9. question. Clear indication thereof must be stated on the schedules attached.

The Department is under no obligation to pay suppliers in part for work done if the supplier can no longer for fulfil their obligation.

SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS

Quotation shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the 5.1. directives in the quotation documents.

Each quotation shall be addressed in accordance with the directives in the quotation documents and shall be lodged in a separate 5.2. 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.

All quotations received in sealed envelopes with the relevant quotation numbers on the envelopes are kept unopened in safe custody 5.3. 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.

A specific box is provided for the receipt of quotations, and no quotation found in any other box or elsewhere subsequent to the closing 5.4. date and time of quotation will be considered.

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

Quotation documents must not be included in packages containing samples. Such quotations may be rejected as being invalid. 5.6.

SAMPLES 6.

- In the case of the quote document stipulating that samples are required, the supplier will be informed in due course when samples 6.1. 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.
- If samples are not collected within three months of close of quote the institution reserves the right to dispose of them at their discretion. (ii)

Samples must be made available when requested in writing or if stipulated on the document. 6.2.

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 (i) rejected. All testing will be for the account of the bidder.

COMPUL SORY SITE INSPECTION / BRIEFING SESSION

7.1.	Bidders who fail to attend the compulsory meeting will be disqua	lified from the evaluation process.	• • •
(i) (ii)	The institution has determined that a compulsory site meeting Date/ Time Place	take place	
Institutio	on Stamp:	Institution Site Inspection / briefing session Official	
	ed a second	Full Name:	
		Signature:	in a saya
		Date:	· · · · · · · · · · · · · · · · · · ·

STATEMENT OF SUPPLIES AND SERVICES

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.

SUBMISSION AND COMPLETION OF SBD 6.1

Should a bidder wish to qualify for preference points they must complete a SBD 6.1 document. Failure by a bidder to provide all 9.1. 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

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.

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:
- 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
- (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 (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.

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.
- 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.
- 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

energy in the second of

- 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:
- if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract,
- if the supplier fails to perform any other obligation(s) under the contract; or
- if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the
- In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner 14.2. 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.
- 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. THE DEPARTMENT RESERVES THE RIGHT TO PASS OVER ANY QUOTATION WHICH FAILS TO COMPLY WITH THE ABOVE.

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.
- 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:

2 1 2 2

- 1) 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;
- (j) "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
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3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

Points scored for price of bid under consideration

Price of bid under consideration price of lowest acceptable bid

Pmin

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

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

3-BBEE Status Level of Contributo	r 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.	BID DECLARATION		
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		
6.1	B-BBEE Status Level of Contributor: =(maximum of		
(Points relevan	claimed in respect of paragraph 7.1 must be in accordance with the proof of B-BBEE status level of contributor.	ne table reflected in paragraph 4.1 and must be substantiated by	
7.	SUB-CONTRACTING	(Tick	
	applicable box)	YES NO	
7.1	Will any portion of the contract be sub-contracted?		
7.1.1	If yes, indicate:		
8.	i) What percentage of the contract will be subcontracted ii) The name of the sub-contractor iii) The B-BBEE status level of the sub-contractor Whether the sub-contractor is an EME or QSE		
	iv). Specify by ticking the appropriate box if subcontraction	ng with an enterprise in terms of YES. NO	

Preferential Procurement Regulations,2017: Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
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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 OR		
Any EME		
Any QSE		

9.	DECLARATION WITH REGARD TO COMPANY/FIRM				
9.1	Name of company/firm:				
9.2	VAT registration number:				
9.3	Company registration number:				
9.4	TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]				
	 □ Partnership/Joint Venture / Consortium □ One person business/sole propriety □ Close corporation □ Company □ (Pty) Limited 				
9.5	DESCRIBE PRINCIPAL BUSINESS ACTIVITIES				
9.6	COMPANY CLASSIFICATION [TICK APPLICABLE BOX]				
	 □ Manufacturer □ Supplier □ Professional service provider □ Other service providers, e.g. transporter, etc. 				
9.7	Total number of years the company/firm has been in business:				
9.8	I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:				
	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;				
	iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;				
	iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have —				
	(a) disqualify the person from the bidding process;				
	(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;				
	 (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation; 				
	(d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and				
	(e) forward the matter for criminal prosecution.				
	WITNESSES SIGNATURE(S) OF BIDDERS(S)				
	1				
	ADDRESS :				
	2				