Steyn Louise - ?

SharePoint

KZN Health > Components > Supply Chain Management

AdvertQuote

HEALTH REPUBLIC OF SOUTH AFRICA	Quotation Advert
Opening Date:	2022-07-04
Closing Date:	2022-07-11
Closing Time:	11:00
INSTITUTION DETAILS	
Institution Name:	King Edward VIII hospital
Province:	KwaZulu-Natal
Department or Entity:	Department of Health
Division or section:	Central Supply Chain Management
Place where goods / services is required	Food Services
Date Submitted	2022-07-01
ITEM CATEGORY AND DETAILS	
Quotation Number:	ZNQ: KEV339/22KZN
Item Category:	Goods
Mana Parameters	
Item Description:	Industrial blender 4lt, compulsory picture, fallure to submit picture will disqualify this offer. NB: sample must be available on request for viewing
Item Description: Quantity (if supplies)	
3	disqualify this offer. NB: sample must be available on request for viewing 2 Units
Quantity (if supplies)	disqualify this offer. NB: sample must be available on request for viewing 2 Units / SITE VISIT
Quantity (if supplies) COMPULSORY BRIEFING SESSION	disqualify this offer, NB: sample must be available on request for viewing 2 Units / SITE VISIT Not Applicable
Quantity (if supplies) COMPULSORY BRIEFING SESSION Select Type:	disqualify this offer. NB: sample must be available on request for viewing 2 Units / SITE VISIT
Quantity (if supplies) COMPULSORY BRIEFING SESSION Select Type: Date:	disqualify this offer, NB: sample must be available on request for viewing 2 Units / SITE VISIT Not Applicable
Quantity (if supplies) COMPULSORY BRIEFING SESSION Select Type: Date:	disqualify this offer, NB: sample must be available on request for viewing 2 Units / SITE VISIT Not Applicable
Quantity (if supplies) COMPULSORY BRIEFING SESSION Select Type: Date: Time: Venue:	disqualify this offer. NB: sample must be available on request for viewing 2 Units / SITE VISIT Not Applicable
Quantity (if supplies) COMPULSORY BRIEFING SESSION Select Type: Date: Time: Venue: QUOTES CAN BE COLLECTED FROM:	disqualify this offer. NB: sample must be available on request for viewing 2 Units / SITE VISIT Not Applicable Quote attached to the advert. King Edward Hospital, deposit in tender box, situated in the admin block, off Sydney Road, Congella 4013 (DD NOT E-MAIL QUOTE).
Quantity (if supplies) COMPULSORY BRIEFING SESSION Select Type: Date: Time: Venue: QUOTES CAN BE COLLECTED FROM: QUOTES SHOULD BE DELIVERED TO:	Z Units Z U
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Durability:

Serviceability:

Ability & Capacity

Preference points

7.

8

9.

10

	PROVINCE OF KWAZULU-NATA	AL ICANOLONIA		
Qu	ote Number:	_KEV339/1201/21V		
lter	m Description:	Industrial / commercia	1 blunder	
De	pariment/Section:	Food Jervices	Purpose of Item:	Production of loft
1.	Pre-qualification or	riteria if any:		purced diety for g
	1.1. is the item rea	uired to have a regulatory body certificati	on for SADS SANS S	
	Regulatory Body / ce	rtification required if Yes:	Service of the servic	ANAS, ISO, CIDB, Etc.) / Tes / No:
2	1.2. Is a compulsor	ry site inspection / briefing session requir	red? Yos / No	
		tion and content part of the quote? Yes /		#
	1.4. Provisions of s if Yes, specify:	section 4(1)(a) of the PPPFA Regulations,	2017 if applicable? Yes / इंद	No
	1.5 Liability Cover	insurance? Yes / No		
	if Yes, specify 10000	France Les Mo	(CC)	8
. S			· · · · · · · · · · · · · · · · · · ·	
2.	What is the specific	ation of the required item?		
	specifications to be ac		- 12	
1.			Comr	nent
2	11 1			
3		brushed glainless steel co	Mainer	
-	Variable 100	inge that prevents over	-heating	
5.	Δ		um cuttol	
-	Butt Finer			
3.	Dogs a sample need	d to be submitted? (res) No(select option 3	1101321 Pictu	A
	3.1 Doodling for sub	mission if Yes: DateTwo(select option 3	11 or 3.2) F 14-14	V
or:	v.i. Deathire for Sub	Ime	B <u>achtering and</u> thace <u>Special c</u>	Tues
2000	3.2. Specify that same	iples must be made available when requeste	ed in writing. Yes	r No L
4.	Penalties to be noted	d by the suppliere:		
		alls to deliver any or all of the goods or to	s podom the series	ment in the second second
	contract, the pur	chaser shall, without prejudice to its other re	perioring the services wi	lunin the penad(s) specified in the
	as a penalty, a	sum calculated on the delivered price of the	e delayed goods as uppo-	t, deduct from the contract price,
	prime interest ra	te calculated for each day of the delay until a	e actived goods or unper actived delivery as porfesses	normed services using the current
		ce y e. min agas, anim a	ocean delivery or periorna	IR.G.
5.	What is the evaluation	on criteria / special terms and conditions t	to be advertised?	
ist	evaluation criteria / spe	ecial terms and conditions to be advertised (i	f annlicable\	
1.	Pre-qualification criter	ia Does the offer meet the pre-qualification		
-	Administrative	Does the offer comply to stipulated admi		
	Conformance:	Was the product made or service perform	med to specifications?	+1:
		AACULE AL AACULE	formation appearance troops	
	Performance:	VVIII/does the product/service fulfil its per	TOCOMEDOE ADMOSTICA :- c :	monner that releases the
3	Performance:	Will/does the product/service fulfil its per from all liabilities under the contract?	Tormance obligation, in a i	manner that releases the supplier
	Features:	Vill/does the product/service fulfil its per from all liabilities under the contract? What characteristics does the product or		manner that releases the supplier

Name of End-user (in fill)	MR RAJENARA ELLAN	Name of SCM Rep (in full)	TOURSO -
Designation / Rank (in Juli)	FOOD SERVICE NAMAGER	Designation/ Rank (in full)	200
Signature	168 - 1 BM		Lex

The ability and capacity of the vendor to execute the contract

Preferential Procurement System (80/20) if applicable

What is the useful life for the product? How will the product hold up under extended use?

How easy is it to repair, maintain or support the product or service? (customer support)

STANDARD QUOTE DOCUMENTATION OVER R30 000.00

YOU ARE HEREBY INV	/ITED TO QUOTE F	OR REQUIR	EMENTS /	AT. King	Edwar	d Hos	spital	00.00							
DATE ADVERTISED:											SING	TIME	11-0	0	
FACSIMILE NUMBER:															
PHYSICAL ADDRESS:															
FITTOIGAL ADDICESS.	***************************************						93.03525	as viic					20000		***
QUOTE NUMBER: KE															
DESCRIPTION: Industr	ial blender 4lt.													0.1.1.1	
CONTRACT PERIOD	(if applicable)	VALIDI	TY PERIO	D 60 Day	/s		SAF	RS PIN						.,,	
CENTRAL SUPPLIER DA	TABASE REGISTR	RATION (CSD) NO. [I						I			
UNIQUE REGISTRATION	I REFERENCE														
DEPOSITED IN THE QUO	OTE BOX SITUATE	D AT (STREE	ET ADDRE	SS)											
										95 U 25		,			
Bidders should ensure consideration.	that quotes are d	lelivered tim	eously to	the cor	rect ad	dress	. If th	e quo	te is	late, i	t will i	not b	e acc	epte	d for
The quote box is open fro	m 08:00 to 15:30.														
QUOTATIONS MUST BE	SUBMITTED ON T	HE OFFICIAL	FORMS	- (NOT T	O BE R	ETYP	ED)								
	THIS QUOT	TE IS SUBJE	СТ ТО ТН	E FOLLO	WING E	EVALU	JATIO	N PRO	CES	5					
QUOTATIONS	WILL BE EVALU	ATED FOR	COMPLIA	NCE TO) ADM	INISTI	RATIV	Æ AN	D SP	ECIFI	CATIO	N RE	EQUIF	REME	ENTS
INCLUDING BU	UT NOT LIMITED	TO BIDDER'	S DISCLO	SURE,	THE GE	ENER/	AL C	ONDITI	ONS	OF C	ONTR	ACT ((GCC) AN	D, IF
APPLICABLE, A	ANY OTHER SPEC	IAL CONDITI	ONS OF C	ONTRA	T.										
	MAY ALSO BE EVAI						E AN	D STA	TEDI	N THI	SDOC	UME	VT.		
⇒ QUALIFYING P	ROPOSALS WILL	THEN BE EV	ALUATED	ON PRIC	E ONL	Y									
	TH (FAILURE TO	IE FOLLOWIN DO SO MA'							ALIFIE	D)					
NAME OF BIDDER															
POSTAL ADDRESS	***************************************			*********											
STREET ADDRESS															
TELEPHONE NUMBER	CODENUM	IBER		FACS	SIMILE	NUMB	ER	CODE	i	NU	MBER				
CELLPHONE NUMBER											*******				
E-MAIL ADDRESS			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,												
VAT REGISTRATION NU	JMBER (If VAT vend	dor)										,,,,,,,,	-12111		ar

Item No	Quantity Units 2	Description Industrial blender, must have/be: Powerful, high-volume blending Interlock lid, for safety purposes, pulse function chop function pulse blades to keep ingredients in transparent lid and dosing cup for clear view of ble 1 or 2 ergonomic comfort handles, 4Lt, heavy-duty brushed, stainless steel contained temperature gauge, to prevent overheating, aluminum base with non-skid feet for stability, heavy-duty lid locks,	Brand & model	Country of manufacture	Price R	C
ı	Units	Industrial blender, must have/be: Powerful, high-volume blending Interlock lid, for safety purposes, pulse function chop function pulse blades to keep ingredients in transparent lid and dosing cup for clear view of ble 1 or 2 ergonomic comfort handles, 4Lt, heavy-duty brushed, stainless steel contained temperature gauge, to prevent overheating, aluminum base with non-skid feet for stability, heavy-duty lid locks,	model eving, ding,	10.5 (10.5 (a) 10.5 (b) 10.5 (c) 10.5 (200000000000000000000000000000000000000	C
	-	Powerful, high-volume blending Interlock lid, for safety purposes, pulse function chop function pulse blades to keep ingredients in transparent lid and dosing cup for clear view of ble 1 or 2 ergonomic comfort handles, 4Lt, heavy-duty brushed, stainless steel containe temperature gauge, to prevent overheating, aluminum base with non-skid feet for stability, heavy-duty lid locks,	iving, ding,		N.	
	-	Powerful, high-volume blending Interlock lid, for safety purposes, pulse function chop function pulse blades to keep ingredients in transparent lid and dosing cup for clear view of ble 1 or 2 ergonomic comfort handles, 4Lt, heavy-duty brushed, stainless steel containe temperature gauge, to prevent overheating, aluminum base with non-skid feet for stability, heavy-duty lid locks,	ding,			
1. 2	2	Powerful, high-volume blending Interlock lid, for safety purposes, pulse function chop function pulse blades to keep ingredients in transparent lid and dosing cup for clear view of ble 1 or 2 ergonomic comfort handles, 4Lt, heavy-duty brushed, stainless steel containe temperature gauge, to prevent overheating, aluminum base with non-skid feet for stability, heavy-duty lid locks,	ding,			
		Interlock lid, for safety purposes, pulse function chop function pulse blades to keep ingredients in transparent lid and dosing cup for clear view of ble 1 or 2 ergonomic comfort handles, 4Lt, heavy-duty brushed, stainless steel contained temperature gauge, to prevent overheating, aluminum base with non-skid feet for stability, heavy-duty lid locks,	ding,			
		transparent lid and dosing cup for clear view of ble 1 or 2 ergonomic comfort handles, 4Lt, heavy-duty brushed, stainless steel containe temperature gauge, to prevent overheating, aluminum base with non-skid feet for stability, heavy-duty lid locks,	ding,			3
		1 or 2 ergonomic comfort handles, 4Lt, heavy-duty brushed, stainless steel contained temperature gauge, to prevent overheating, aluminum base with non-skid feet for stability, heavy-duty lid locks,				
		4Lt, heavy-duty brushed, stainless steel contained temperature gauge, to prevent overheating, aluminum base with non-skid feet for stability, heavy-duty lid locks,				
		temperature gauge, to prevent overheating, aluminum base with non-skid feet for stability, heavy-duty lid locks,				
		aluminum base with non-skid feet for stability, heavy-duty lid locks,				
		heavy-duty lid locks,	4			
			-			
		Control of the contro				
		variable speed dial adjustments, for maximum of	ntrol,			
		preset timer buttons	X			
		Dimensions: 226 x 378 x 481mm				
3		As per attached specifications				
		Compulsory picture, failure to submit picture				
- 8		will disqualify this offer.			+	-
		NB: Sample must be available for viewing				
						8
		Printed on the packaging:				
		Trade name / Size & spec's /CE number / Method of	ster.			
		Mnfrs site / Lot number / Exp. date				
VALUE ADDE	ED TAX @	15% (Only if VAT Vendor)				-
TOTAL QUOT	TATION P	RICE (VALIDITY PERIOD 60 Days)	history -			2
Does This Offer	er Comply V	Vith The Specification? Does The Artic	e Conform To The S	.A.N.S. / S.A.B.S. Spec	ification?	
s The Price Fir			eriod, e.g., 1day, 1v			

BIDDER'S DISCLOSURE

1. PURPOSE 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 othics 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.

BIDDER'S DECLARATION	
	N 8.1
	IN

- 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?

 YES/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.

Name of Bidder	Signature	Position	Date
	(CTG) - C (CTG)		

¹ 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

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
- The price guoted 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.

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)			the compulsory	 1	ified from the evaluation process. take place
(ii)	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 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
- 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.