


Opening Date: 2019-10-03   
Closing Date: 2019-10-10   
Closing Time: 11:00

### INSTITUTION DETAILS

Institution Name: Ceza hospital / Thulasizwe hospital   
Province: KwaZulu-Natal  
Department or Entity: Department of Health  
Division or section: Central Supply Chain Management  
Place where goods / services is required: Ceza Hospital (SCM)  
Date Submitted: 2019-10-02 

### ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ:  
333/19-20  
Item Category: Goods   
Item Description: DISCIPLINARY PROCEDURE POSTER= 85  
LEAVE MANAGEMENT POSTER= 85  
GRIEVANCE PROCEDURE POSTER= 85  
ABSCONDMENT PROCEDURE POSTER=85

Quantity (if supplies) 340

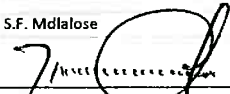
### COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Not Applicable   
Date:   
Time:  
Venue:

QUOTES CAN BE COLLECTED FROM: CEZA HOSPITAL (SCM) OR PRINT IN DEPARTMENTAL WEBSITE PAGE.

QUOTES SHOULD BE DELIVERED TO: CEZA HOSPITAL (SCM) OR SEND VIA EMAIL.

### ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name: MR. G.N. MASONDO  
Email: Bhegumuzi.zungu@kznhealth.gov.za/masondogwaza@gmail.com  
Contact Number: 035 832 5157/5100  
Finance Manager Name: S.F. Mdlalose  
Finance Manager Signature: 

**No late quotes will be considered**





**DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to quote (includes a price quotation, advertised competitive quote, limited quote or proposal). In view of possible allegations of favouritism, should the resulting quote, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
  - the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the quote(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the quote.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the quote.

- 2.1. Full Name of bidder/representative..... 2.4. Company Registration Number: .....
- 2.2. Identity Number: ..... 2.5. Tax Reference Number: .....
- 2.3. Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):..... 2.6. VAT Registration Number: .....

2.7. The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below. (TICK APPLICABLE)

2.8. Are you or any person connected with the bidder presently employed by the state? YES  NO

2.8.1. If so, furnish the following particulars:  
 Name of person / director / trustee / shareholder/ member: .....  
 Name of state institution at which you or the person connected to the bidder is employed:.....  
 Position occupied in the state institution: ..... Any other particulars:.....

2.8.2. If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES  NO

2.8.2.1. If yes, did you attach proof of such authority to the quote document?

*(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the quote.)*

2.8.2.2. If no, furnish reasons for non-submission of such proof: .....

2.9. Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES  NO

2.9.1. If so, furnish particulars:.....

2.10. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this quote? YES  NO

2.10.1. If so, furnish particulars:.....

2.11. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this quote? YES  NO

2.11.1. If so, furnish particulars:.....

2.12. Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES  NO

2.12.1. If so, furnish particulars:.....

**3. Full details of directors / trustees / members / shareholders.**

NB: The Department Of Health will validate **details of directors / trustees / members / shareholders** on CSD. It is the suppliers' responsibility to ensure that their details are up-to-date and verified on CSD. If the Department cannot validate the **information** on CSD, the quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.

**4 DECLARATION**

I, THE UNDERSIGNED (NAME).....CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.

I ACCEPT THAT THE STATE MAY REJECT THE QUOTE OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

..... Name of bidder	..... Signature	..... Position	..... Date
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<sup>1</sup>"State" means –

- |   |   |
|---|---|
| a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999); | c) provincial legislature;                                    |
| b) any municipality or municipal entity;  | d) national Assembly or the national Council of provinces; or |
|   | e) Parliament.  |

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

## SPECIAL CONTRACT CONDITIONS OF QUOTATIONS

### 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 institution is under no obligation to accept the lowest or any quote.
- 3.2. The price quoted must include VAT (if VAT vendor). However, it must be noted that the department reserves the right to evaluate all quotations excluding VAT as some bidders may not be VAT vendors.
- 3.3. The bidder must ensure the correctness & validity of quote:
- (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*
- 3.4. 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.
- 3.5. This quotation will be evaluated based on the 80/20 points system, specification & correctness of information. All required documentation must be completed in full and submitted.
- 3.6. Offers must comply strictly with the specification.
- 3.7. Only offers that meet or are greater than the specification will be considered.
- 3.8. Late quotes will not be considered.
- 3.9. Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.
- 3.10. A bidder not registered on the Central Suppliers Database or verification has failed will not be considered.
- 3.11. All delivery costs must be included in the quote price, for delivery at the prescribed destination.
- 3.12. 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.
- 3.13. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.14. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered. Furthermore a verification will be done to identify if bidders have multiple companies and are quoting (cover-quoting) for this bid. In such instances only the cheapest bid according to specification will be considered.

### 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. Quotation submitted must be complete in all respects.
- 4.5. Any alteration made by the bidder must be initialled.
- 4.6. Use of correcting fluid is prohibited
- 4.7. Quotation 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.

### 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 three 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. Bidders who fail to attend the compulsory meeting will be disqualified from the evaluation process.

- (i) The institution has determined that a compulsory site meeting   take place
- (ii) Date   /   /   Time   :   Place

Institution Stamp:	Institution Site Inspection / briefing session Official  Full Name: .....  Signature: .....  Date: .....
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**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. SUBMISSION AND COMPLETION OF SBD 6.1**

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

- 10.1. 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.**
- 10.2. 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.**

**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:

- (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.

**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.
- 13.2. 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.
- 13.3. 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.
- 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**

- 14.1. 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.
- 14.2. 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.
- 14.3. 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.

### **15. FAILURE TO COMPLY WITH ABOVE WILL RESULT IN YOUR QUOTE BEING PASSED OVER.**

**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
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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.

1.6 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:
  - 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**

**3.1 THE 80/20 PREFERENCE POINT SYSTEMS**

A maximum of 80 points is allocated for price on the following basis:

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \text{ Where}$$

- P<sub>s</sub> = Points scored for price of bid under consideration
- P<sub>t</sub> = Price of bid under consideration
- P<sub>min</sub> = Price of lowest acceptable bid

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

4.1 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:

B-BBEE Status Level of Contributor	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 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

(Tick applicable box)

7.1 Will any portion of the contract be sub-contracted?

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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7.1.1 If yes, indicate:

- 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.....

8. Whether the sub-contractor is an EME or QSE

(Tick applicable box)

iv) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
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		
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.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
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<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p> <p>ADDRESS.....</p> <p>.....</p> <p>.....</p>
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# health

Department:  
Health  
PROVINCE OF KWAZULU-NATAL

Physical Address : Ceza Main Road, Ceza, 3866  
Postal Address: : Private Bag x 200, Ceza, 3866  
Tel. : 035 832 5158 / 5100  
Fax. : 035 832 0027 / 0022  
Email Address : [thandeka.mahlalela@kznhealth.gov.za](mailto:thandeka.mahlalela@kznhealth.gov.za)  
Website : [www.kznhealth.gov.za](http://www.kznhealth.gov.za)

CEZA HOSPITAL

## TECHNICAL SPECIFICATION FORM

### 1. Has a sample been submitted? Yes / No

Give Reasons if No; \_\_\_\_\_

### 2. Does the product comply with the specification? Yes /No

List specification as advertised	Comply Yes /No	Comment
1 DISCIPLINARY PROCEDURE POSTERS		
2 PRINTED FULL COLOUR		
3 NO LAMINATION		
4 SIDE : 500 X 700MM		
5 PRINTED HIGH QUALITY FRONT		
6 POSTED PAPER		
7 WHITE		
8 QUANTITY : 85		
9 MULTI CO LANDSCAPE.		
10 FONT : 18		
11 HARDBOARD PRINTING PAPER		
12 STILL SUPPORT FRAME BOTTOM AND TOP		
13 WITH THE HOOK.		

### 3. Does the product performance meet requirements as stipulated in the specification? Yes /No

Give Reasons if No: \_\_\_\_\_

### 4. Are evaluation criteria /special terms and conditions met as advertised?

List evaluation criteria/special terms and conditions as advertised (if applicable)	Comply Yes/No	Comment
1 Delegation of authority version 2, level 2A		
2 CSD compliance		
3 Specification		

### 5. Is the product recommended: Yes /No

Give Reasons if No: \_\_\_\_\_

### 6. Has the product been used before? Yes /No

If yes, was it found to be suitable: \_\_\_\_\_



# health

Department:  
Health  
PROVINCE OF KWAZULU-NATAL

Physical Address : Ceza Main Road, Ceza, 3866  
Postal Address : Private Bag x 200, Ceza, 3866  
Tel. : 035 832 5158 / 5100  
Fax. : 035 832 0027 / 0022  
Email Address : [thandeka.mahlalela@kznhealth.gov.za](mailto:thandeka.mahlalela@kznhealth.gov.za)  
Website : [www.kznhealth.gov.za](http://www.kznhealth.gov.za)

CEZA HOSPITAL

## TECHNICAL SPECIFICATION FORM

1. Has a sample been submitted? Yes / No

Give Reasons if No; \_\_\_\_\_

2. Does the product comply with the specification? Yes /No

List specification as advertised	Comply Yes /No	Comment
1 POSTERS LEAVE MANAGEMENT PROCEDURE X.85		
2 PRINTED FULL COLOUR		
3 SIZE : 500 X 700 MM		
4 PRINTED HIGH QUALITY FRONT		
5 SATIN POSTER PAPER		
6 WHITE IN COLOUR		
7 QUANTITY : 58 X.85		
8 HALDROACD PRINTING PAPER		
9 FONT : 12		
10 STILL SUPPORT FRAME WITH BOTTOM AND TOP WITH HOOK		
11		
12		
13		

3. Does the product performance meet requirements as stipulated in the specification? Yes /No

Give Reasons if No: \_\_\_\_\_

4. Are evaluation criteria /special terms and conditions met as advertised?

List evaluation criteria/special terms and conditions as advertised (if applicable)	Comply Yes/No	Comment
1 Delegation of authority version 2, level 2B		
2 BBBEE		
3 Tax certificate		
4 CSD compliance		
5 Specification		

5. Is the product recommended: Yes /No

Give Reasons if No: \_\_\_\_\_

6. Has the product been used before? Yes /No

If yes, was it found to be suitable: \_\_\_\_\_



**health**

Department:  
Health  
PROVINCE OF KWAZULU-NATAL

Physical Address : Ceza Main Road, Ceza, 3866  
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Tel. : 035 832 5158 / 5100  
Fax. : 035 832 0027 / 0022  
Email Address : thandeka.mahlalela@kznhealth.gov.za  
Website : www.kznhealth.gov.za

CEZA HOSPITAL

**TECHNICAL SPECIFICATION FORM**

1. Has a sample been submitted? ~~Yes~~ / No

Give Reasons if No; \_\_\_\_\_

2. Does the product comply with the specification? Yes /No

List specification as advertised	Comply Yes /No	Comment
1 POSTER GRIEVANCE PROCEDURE X 85		
2 PRINTED FULL COLOUR		
3 SIZE : 500 X 700MM.		
4 PRINTED HIGH QUALITY FRONT		
5 SATIN POSTER PAPER		
6 WHITE.		
7 QUANTITY : 85		
8 FONT : 12		
9 HALFBOLD PRINTING ASPER		
10 STU SUPPORT FRAME BOTTOM + TDP		
11 WITH TABS HOOK.		
12		
13		

3. Does the product performance meet requirements as stipulated in the specification? Yes /No

Give Reasons if No: \_\_\_\_\_

4. Are evaluation criteria /special terms and conditions met as advertised?

List evaluation criteria/special terms and conditions as advertised (if applicable)	Comply Yes/No	Comment
1 Delegation of authority version 2, level 2B		
2 BBBEE		
3 Tax certificate		
4 CSD compliance		
5 Specification		

5. Is the product recommended: Yes /No

Give Reasons if No: \_\_\_\_\_

6. Has the product been used before? Yes /No

If yes, was it found to be suitable: \_\_\_\_\_



# health

Department:  
Health  
PROVINCE OF KWAZULU-NATAL

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Website : www.kznhealth.gov.za

CEZA HOSPITAL

## TECHNICAL SPECIFICATION FORM

1. Has a sample been submitted? ~~Yes~~ / No

Give Reasons if No: \_\_\_\_\_

2. Does the product comply with the specification? Yes /No

List specification as advertised	Comply Yes /No	Comment
1 POSTERS ABC CONDENSEMENT PROCEDURE		
2 PRINTED FEEL COLOUR		
3 SIZE 500 X 700MM		
4 PRINTED HIGH QUALITY FRONT		
5 POSTED PAPER		
6 WHITE		
7 QUANTITY : 85		
8 FONT : 12 14		
9 TEXTURE : HARDBOARD PRINTING PAPER		
10 STILL SUPPORT FRAME BOTTOM AND TOP		
11 WITH THE HOOK		
12		
13		

3. Does the product performance meet requirements as stipulated in the specification? Yes /No

Give Reasons if No: \_\_\_\_\_

4. Are evaluation criteria /special terms and conditions met as advertised?


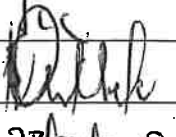
List evaluation criteria/special terms and conditions as advertised (if applicable)	Comply Yes/No	Comment
1 Delegation of authority version 2, level 2B		
2 BBBEE		
3 Tax certificate		
4 CSD compliance		
5 Specification		

5. Is the product recommended: Yes /No

Give Reasons if No: \_\_\_\_\_

6. Has the product been used before? Yes /No

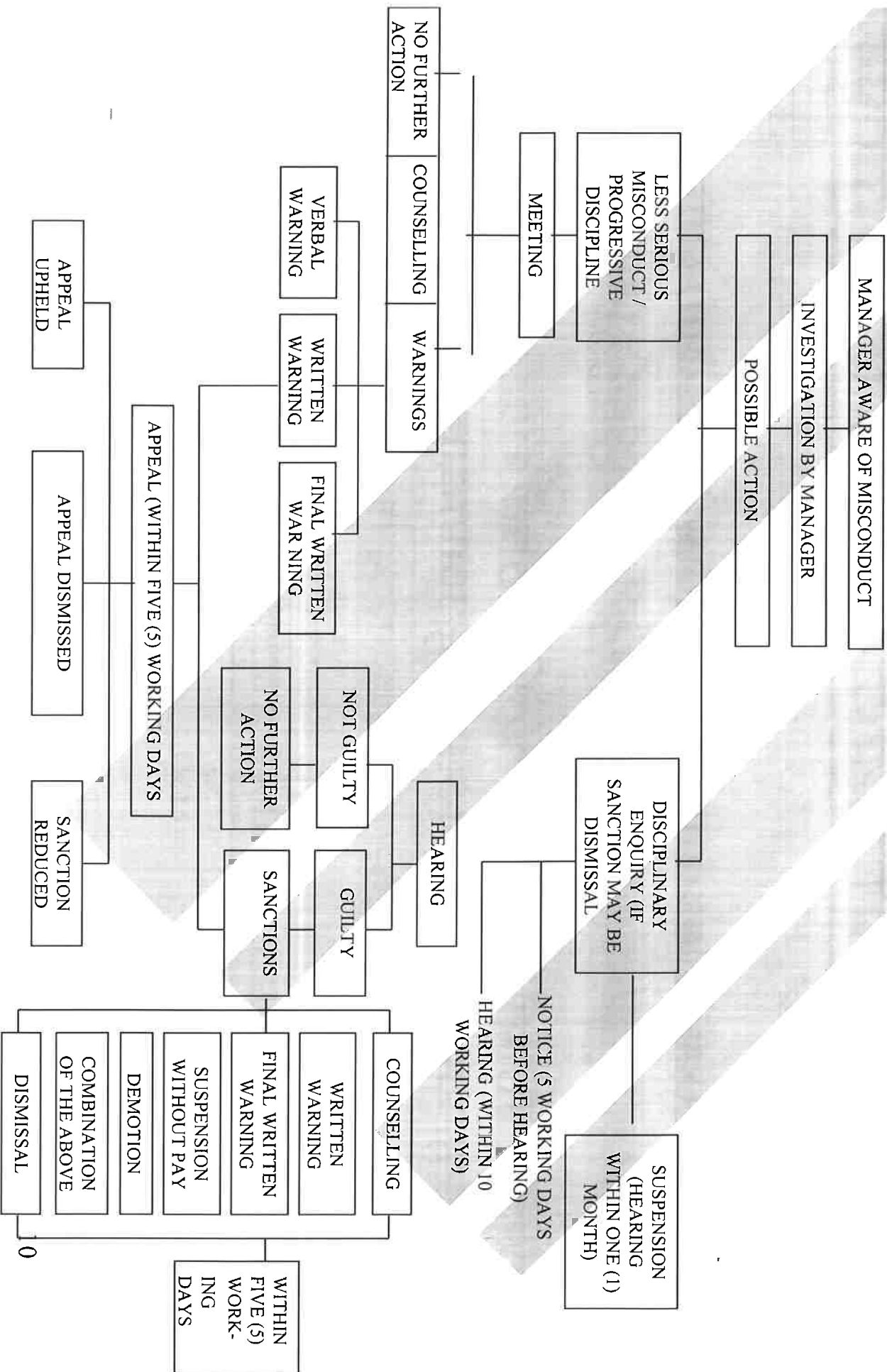
If yes, was it found to be suitable: \_\_\_\_\_

Name of End-user	N.A. ZULU	Name of SCM representative	V.B. LUKWASE
Designation /Rank (In full)	EMPLOYEE ASSISTANCE PRACTITIONER	Designation /Rank (in full)	
Signature		Signature	
Date	23/07/2019	Date	23/07/2018

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• KINDLY RETURN ALL DOCUMENTATION WHEN REPLYING

# NEW DISCIPLINARY CODE AND PROCEDURE FOR THE PUBLIC SERVICE





## PROCEDURAL GUIDELINES TO BE FOLLOWED IN RESPECT OF PERSONNEL WHO ABSCOND

### 1. INTRODUCTION

Please note that these guidelines replace those issued in Labour Relations Circular 5 of 2000 and any circular pertaining to abscondments which may have been issued prior to 1 July 1999 which are hereby withdrawn.

### 2. BACKGROUND

The provisions to deal with employees who abscond from the Public Service are contained in Section 17(3) (a) (i) of the amended Public Service Act that reads as follows:

- "(a) (i) An employee, other than a member of the services or an educator or a member of the Intelligence Services, who absents himself or herself from his or her official duties without permission of his or her head of department, office or institution for a period exceeding one calendar month, shall be deemed to have been dismissed from the public service on account of misconduct with effect from the date immediately succeeding his or her last day of attendance at his or her place of duty.*
- (ii) If such an employee assumes other employment, he or she shall be deemed to have been dismissed as aforesaid irrespective of whether the said period has expired or not.*
-

- (b) *If an employee who is deemed to have been so dismissed, reports for duty at any time after the expiry of the period referred to in paragraph (a), the relevant executive authority may, on good cause shown and notwithstanding anything to the contrary contained in any law, approve the reinstatement of that employee in the public service in his or her former or any other post or position, and in such a case the period of his or her absence from official duty shall be deemed to be absence on vacation leave without pay or leave on such other conditions as the said authority may determine."*

### 3. PROCEDURE

The current procedure used in the Department of Health (Labour Relations Circular 5 of 2000) does not facilitate the correct application of this provision and should no longer be used. The following procedure will now apply:

- (a) The first attempt to contact the employee should be made on the 3<sup>rd</sup> day of absence and the employee should be telephoned at home by the Supervisor. (A record of the time and date of the call and the person who received the call must be kept on file).
- (b) If the employee does not report for duty after three (3) days of absence and has no valid reason for absencing herself/himself from duty or s/he cannot be contacted, the Supervisor should hand over the matter to the Human Resource Office to take steps outlined in paragraphs (c) to (g) below. A record of attempts to contact the employee telephonically must also be handed to the Human Resource Office.
- (c) The Human Resource Office must send a registered letter to the last known address obtainable from the employee's personal file within seven (7) working days from the last day that the employee reported for duty. This letter should inform the employee that s/he is to return to work with immediate effect and/or contact the Human Resource Manager. The registered letter should be drafted and dispatched by the Human Resource Office with clear indication of who the contact person in the Human Resource Office is.
- (d) Should no response be received soon after the delivery of the registered letter, the Supervisor together with a witness from the Human Resource Office may be sent to the employee's last known residential address to try to locate the employee, if deemed necessary.

**NOTE:** *All the abovementioned attempts must be made within one calendar month and **not** after the expiry thereof.*

- (e) As soon as the calendar month expires, the salary of the employee in question must be terminated immediately on PERSAL. The employee's contract of employment will be deemed to have terminated.
- (f) A registered letter informing the employee of her/his termination of service due to abscondment in terms of Section 17(3)(a) must be sent to the employees' last known address within seven (7) working days from the end of the calendar month of absence. The letter should also contain provision that the employee may apply to the Executive Authority through the head of her/his office to be re-instated on good cause.
- (g) Should the employee return to work shortly after the expiry of the calendar month, s/he should **not** be allowed to resume duties, but must be referred to the Human Resource Office who will inform the employee of the procedure to apply to be reinstated.

### 4. CONCLUSION

- 4.1 Correct handling of abscondment cases by role-players concerned cannot be overemphasised.

## LEAVE MANAGEMENT

### ANNUAL/VACATION LEAVE

- The employee must request to take a leave from the Supervisor.
- After both parties have agreed with the number of days to be taken.
- Leave application forms must be submitted Supervisor/Manager before an employee goes for leave, i.e. in advance.
- Unforeseen circumstances/emergency cases, supervisor/manager must motivate why leave application form was submitted after the employee had already taken leave.
- Leave application forms should be submitted to HR-Registry on a leave register.
- No leave application forms should be accepted if it is not in the leave register.
- Leave application forms received are recorded in the register in Registry and counted daily before submitted to HR- Practices for capturing on Persal.
- HR-Practices will capture all leave application forms received daily on Persal.
- After lunch on daily basis HR-Practices will manually record all leave application forms received and do leave balancing.

- The tally form (leave counted daily) will be submitted to Assistant Director-HRM for onward submission to Head Office.
- Head Office on monthly basis will compare the tally forms for leave application forms against leave captured on Persal.

It is therefore kindly requested that all employees submit their leave application forms in time and comply with these guidelines for better management of leave.

#### SICK LEAVE

- An employee must submit an application for sick leave personally or through a relative/fellow employee within 5 working days after the first day of absence.
- If an employee fails to submit an application within the prescribed period the supervisor must immediately inform the employee that if the leave form is not received within 2 working days, the sick leave period will be deemed to be leave without pay.

#### MEDICAL CERTIFICATE

- An employee must submit a medical certificate issued and signed by a practitioner in respect of his/her absence for every occasion of 3 or more sick leave days.
- A medical certificate from a practitioner must be requested by a supervisor if a pattern or trend is established by the employee's utilization of sick leave regardless of the number of days, e.g. mostly takes Mondays and Fridays.

- An employee must submit a medical certificate regardless of the duration of the sickness or injury if he/she is absent from work on more than two occasions during an eight week period. If an employee does not submit the required medical certificate within 2 working days, the period must be covered by annual leave with the employee's consent and/or unpaid leave if he/she has insufficient leave credits and if he/she fails to notify his/her supervisor of his/her choice.
- A medical certificate that does not describe the nature and extent of an employee's illness for sick leave must be accepted if, however an employee abuses the system the supervisor/manager may request a medical certificate describing the nature and extent of the illness he/she may also contact the practitioner and make enquiries before granting sick leave.
- If an employee falls ill during vacation leave such leave can be converted to sick leave provided a certificate from a registered practitioner is submitted to substantiate an employee's illness/injury.
- Sick leave of at least 10 consecutive days must be granted to an employee who must be isolated or quarantined.

#### RESPONSIBILITIES

- Employee- must submit an originally completed application for sick leave period on the prescribed form within 5 working days of the first day of absence.
- Supervisor of the employee-must ensure that the employee provide a leave within 5 days of the first day absence and if this

is not done, must advise the employee that he/she has 2 days to be submit the leave application.

- Manager/Head of section must approve the application for sick leave.

#### CONTROL MEASURES

- Staff in the Human Resource Office must check the attendance resister for all sections and ensure that leave forms been submitted for all absences.

## **GUIDELINES ON GOOD PRACTICE IN THE MANAGEMENT OF GRIEVANCES IN THE DEPARTMENT OF HEALTH: KWAZULU-NATAL**

### **1. INTRODUCTION**

These guidelines are intended to ensure that grievances lodged by the employees, relating to any official act or omission by the Employer, are resolved at the lowest possible level and as quickly as possible. All parties should ensure that grievances are attended to within the prescribed time frame (30 days). The period may be extended by mutual agreement in writing. The management of grievance is to ensure that grievances of employees are handled in an effective and efficient manner to ensure that the matter is resolved amicably. Managers / Supervisors should ensure that the principles of natural justice are complied with at all times. For instance, the aggrieved should be afforded an opportunity to be heard and the reason for the decisions taken should be at all times provided to those affected by the decision.

The aggrieved employee is entitled to receive regular feed on the progress made towards the finalisation of the grievance. Once the grievance is resolved, the aggrieved employee must complete Part C of the grievance form that the grievance has been resolved to his / her satisfaction.

### **2. LODGING A GRIEVANCE**

Employees are required to lodge a grievance which relates to an official act or omission by the employer which adversely affects the employment relationship with the Designated Employee.

A grievance must be lodged in writing in the prescribed grievance form, within 90 days of the employee becoming aware of the official act or omission which gave rise to the dissatisfaction. In the Department of Health, KwaZulu-Natal, the Designated Employee is the Manager: Labour Relations.

An employee must lodge his / her grievance with the Designated Employee. The Head of Department / Head of Institution must appoint the Designated Employee to facilitate the resolution of grievances within the Department.

The Designated Employee should sign the grievance form in acknowledgement of receipt of the grievance, within 24 hours after the grievance form has been submitted by the aggrieved employee to the Designated Employee.

Please note that an appeal relating to an unfair dismissal cannot be lodged as a grievance. In such a case, the employee should follow the appeal procedure provided for in the Disciplinary Code and Procedures for the Public Service or in the case of SMS members, alternative dispute resolution mechanism may be followed.

### **3. HANDLING OF THE GRIEVANCE**

#### **3.1. STEP ONE**

The Designated Employee is responsible for the facilitation of the resolution of the grievance. Upon receipt of the grievance, he / she should establish whether steps were taken by the aggrieved employee to discuss the dissatisfaction with his / her supervisor. An informal discussion with the aggrieved employee and his / her supervisor should be held at this stage. This stage should be completed within the first 48 hours after the receipt of the grievance.

#### **3.2. STEP TWO**

Following the informal discussion, the Designated Employee should conduct a preliminary investigation into the grievance within three days. The type of investigation will be determined by the nature of the grievance. It is preferable that all relevant legislation and supporting documentation be taken into consideration.

#### **3.3. STEP THREE**

Upon conclusion of the preliminary investigation, the Designated Employee should decide on whether a grievance hearing or a formal investigation should be conducted.

##### **Conducting a formal investigation:**

The designated Employee may find during his/her preliminary investigation that the nature of the grievance is such that a formal investigation should be



#### 3.4. STEP FOUR

The aggrieved employee should complete Part C of the Grievance Form within 10 days, indicating whether he/she is satisfied or remains dissatisfied. If the aggrieved employee remains dissatisfied, he/she needs to indicate the reason for his/her dissatisfaction on the Grievance Form. If the aggrieved wishes the grievance to be referred to the Public Service Commission (PSC), he/she should indicate this on the Grievance Form.

The Public Service Commission (PSC) will investigate the grievance regarding official acts or omissions, and make appropriate recommendations to the Executing Authority. The grievance can only be referred to the PSC after the internal process has been exhausted and where the Department has failed to deal with the grievance within the prescribed timeframe.

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