



Quotation Advert

Opening Date: 2020-07-22

Closing Date: 2020-07-29

Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: G.J. Crookes hospital

Province: KwaZulu-Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required: GJ CROOKES HOSPITAL

Date Submitted: 2020-07-21

ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ: 315/20

Item Category: Goods

Item Description: GASTRONORM HIGH HEAT X PAN 150MM(D),19,5 LITRE X15 FITTING GRIP LID X15

Quantity (if supplies)

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Not Applicable

Date :

Time:

Venue:

QUOTES CAN BE COLLECTED FROM: KZNHEALTH WEBSITE

QUOTES SHOULD BE DELIVERED TO: GJ CROOKES HOSPITAL,NO.1 HOSPITAL ROAD,SCOTTBURGH-TENDER BOX

ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name: S DLOMO

Email:

Contact Number: 039-9787160

Finance Manager Name: Ms SZG Nguse

Finance Manager Signature:

No late quotes will be considered



**STANDARD QUOTE DOCUMENTATION SUPPLY CHAIN MANAGEMENT OVER R30 000.00**

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: <u>G.J.CROOKES HOSPITAL</u>		
DATE ADVERTISED: <u>22-07-2020</u>	CLOSING DATE: <u>29-07-2020</u>	CLOSING TIME: 11:00
FACSIMILE NUMBER: <u>-</u>	E-MAIL ADDRESS: <u>-</u>	
PHYSICAL ADDRESS: <u>NO:1 HOSPITAL ROAD SCOTTBURGH 4180</u>		

ZNQ NUMBER: 315/20

DESCRIPTION: GASTRONORM HIGH HEAT X PAN 150MM(D) , 19,5 LITRE & FITTING GRIP LID

CONTRACT PERIOD: ONCE OFF VALIDITY PERIOD 60 Days SARS PIN: .....  
*(if applicable)*

CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO.

UNIQUE REGISTRATION REFERENCE

DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS)  
NO:1 HOSPITAL ROAD SCOTTBURGH 4180. NEXT TO RECEPTION ON A TENDER BOX

Bidders should ensure that quotes are delivered timeously to the correct address. If the quote is late, it will not be accepted for consideration.

The quote box is open from 08:00 to 15:30.

ALL QUOTES MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS QUOTE IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

THE FOLLOWING PARTICULARS MUST BE FURNISHED  
 (FAILURE TO DO SO WILL RESULT IN YOUR QUOTE BEING DISQUALIFIED)

NAME OF BIDDER .....

POSTAL ADDRESS .....

STREET ADDRESS .....

TELEPHONE NUMBER CODE.....NUMBER..... FACSIMILE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER .....

E-MAIL ADDRESS .....

VAT REGISTRATION NUMBER (if VAT vendor) .....

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1)  YES  NO

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

OFFICIAL PRICE PAGE FOR QUOTATIONS

ZNQ NUMBER: 315/20

DESCRIPTION: GASTRONORM HIGH HEAT X PAN 150MM(D) ,19,5 LITRE & FITTING GRIP LID

SIGNATURE OF BIDDER ..... DATE.....  
 [By signing this document I hereby agree to all terms and conditions]

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

Item No	Quantity	Description	Brand & model	Country of manufacture	Price	
					R	c
1	15	GASTRONORM HIGH HEAT X PAN 150MM(D) ,19,5 LITRE				
2	15	FITTING GRIP LID				
		SPEC ATTACHED				
		PLEASE ATTACH COLOUR BROUCHER,FAILING WHICH YOU				
		WILL BE DISQUALIFIED				
VALUE ADDED TAX @ 15% (Only if VAT Vendor)						
TOTAL QUOTATION PRICE (VALIDITY PERIOD 60 Days)						

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

<p>Enquiries regarding the quote may be directed to:</p> <p>Contact Person: Ms. S Dlomo ..... Tel: 0399787160</p> <p>E-Mail Address: .....</p>	<p>Enquiries regarding technical information may be directed to:</p> <p>Contact Person: Ms N. Mngunya ..... Tel: 0399787033</p>
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health

Department:  
Health  
PROVINCE OF KWAZULU-NATAL

Specifications Template

Prepared by:

Initial and Surname	Designation	Signature	Date
NG N/Nkumyana	Fsm	<i>[Signature]</i>	28/06/2020

Reviewed by Supervisor/Operations Manager:

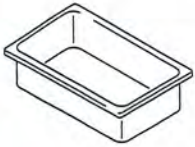
Initial and Surname	Designation	Signature	Date
KHEMALO T.A	ICT SYSTEMS M.	<i>[Signature]</i>	2020-06-30

Item details	Specification
Item description	Gastronorm high heat X Pins and Lids
Size	150mm dept, 19,5 Ltr
Colour	Sand stone
Material	FDA approved material
Packaging (unit/box)	
Functionality/performance	
Purpose	To store cooled food during dish prep
Other:	Assigned to CNS Gastronorm Standard

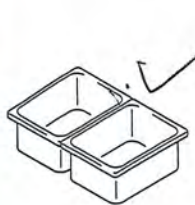
Approved by specifications committee chairperson:

Initial and Surname	Portfolio	Signature	Date

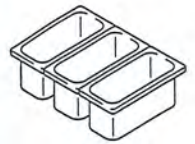
# GASTRONORM HIGH HEAT X-PAN®



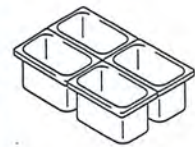
CONFIGURATIONS	PAN CODE	PAN DEPTH	APPROXIMATE CAPACITY
GN 1/1 32,5 x 53 cm	12HP	6,5 cm	8,5 L
	14HP	10	13
	16HP	15	19,5
	10HPD*	—	Drain shelf



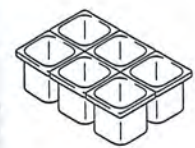
GN 1/2 26,5 x 32,5 cm)	22HP	6,5	3,9
	24HP	10	5,9
	26HP	15	8,9
	20HPD*	—	Drain shelf



GN 1/3 17,6 x 32,5 cm	32HP	6,5	2,4
	34HP	10	3,6
	36HP	15	5,3
	30HPD*	—	Drain shelf



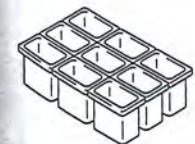
GN 1/4 16,2 x 26,5 cm	42HP	6,5	1,7
	44HP	10	2,5
	46HP	15	3,7
	40HPD*	—	Drain shelf



GN 1/6 16,2 x 17,6 cm	62HP	6,5	1
	64HP	10	1,5
	66HP	15	2,2
	60HPD*	—	Drain shelf



GN 1/8 16,12 x 13,17 cm	82HP	6,5	0,7
	84HP	10	1
	86HP	15	1,5
	80HPD*	—	Drain shelf



GN 1/9 10,8 x 17,6 cm	92HP	6,5	0,57
	94HP	10	0,85
	90HPD*	—	Drain shelf

Case Pack: 6 Lids listed on page 161. Colanders listed on page 160.  
\*Drain shelf available in Amber (150) only.

Color: Sandstone (772).  
Drain Shelf Color: Amber (150).

X-Pan food pans and drain shelves are made of FDA approved material and are designed to CEN Gastronorm Standard EN 631-1. Colors may vary.



## Drain Shelf

- Supports product and promotes drainage.
- Available to fit all food pan sizes.





# CAMWEAR® LID SIZES & ORDERING INFORMATION

## Flat Cover

Available in all pan sizes.



## Cover with Handle

Deep molded handle provides secure grip and also includes a peg hole for sanitary drying. Available in black to help block light, reducing discoloration of meats and cheeses.



## Notched Cover with Handle

Notched cover allows utensils to remain in pan and off of potentially contaminated counters. Includes peg hole for sanitary drying.



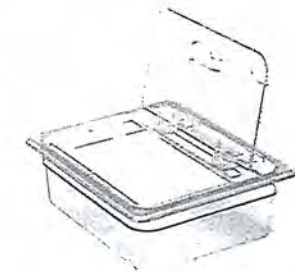
## Seal Cover

Designed to fit Camwear and translucent food pans, Seal Covers feature an inner seal that provides superior spill resistance and extends shelf life up to 3 days.



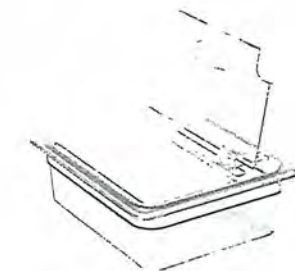
## FlipLid®

Flip up lid to easily access contents. Food can be held without getting dried out, increasing yields. Reduces points of cross contamination.



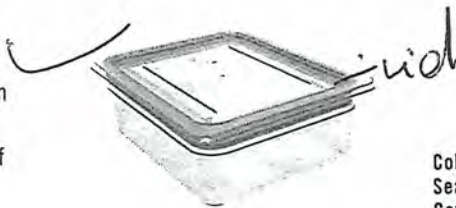
## Notched FlipLid

Flip Lid with notch to rest spoon in contents with lid closed.



## GripLid®

Molded-in polyurethane gasket on the lid grips the side of the food pan, reducing spills and points of cross-contamination.



FITS PANS	LID CODE	DESCRIPTION
GN 1/1 32,5 x 53 cm	10CWC	Flat cover
	10CWCH*	Cover with handle
	10CWCHN*	Notched cover with handle
	10CWGL	GripLid
	10PPCWSC	Seal cover
GN 1/2 Long 16,2 x 53 cm	20LPCWC	Flat cover
GN 1/2 26,5 x 32,5 cm	20CWC	Flat cover
	20CWCH*	Cover with handle
	20CWCHN*	Notched cover with handle
	20CWL	FlipLid
	20CWLN	Notched FlipLid
	20CWGL	GripLid
	20PPCWSC	Seal cover
GN 1/3 17,6 x 32,5 cm	30CWC	Flat cover
	30CWCH*	Cover with handle
	30CWCHN*	Notched cover with handle
	30CWL	FlipLid
	30CWLN	Notched FlipLid
	30CWGL	GripLid
	30PPCWSC	Seal cover
GN 1/4 16,2 x 26,5 cm	40CWC	Flat cover
	40CWCH*	Cover with handle
	40CWCHN*	Notched cover with handle
	40PPCWSC	Seal cover
GN 1/6 16,2 x 17,6 cm	60CWC	Flat cover
	60CWCH*	Cover with handle
	60CWCHN*	Notched cover with handle
	60CWL	FlipLid
	60CWLN	Notched FlipLid
	60CWGL	GripLid
	60PPCWSC	Seal cover
GN 1/8 16,12 x 13,17 cm	80CWC	Flat cover
	80CWCH*	Cover with handle
	80CWCHN*	Notched cover with handle
	80PPCWSC	Seal cover
GN 1/9 10,8 x 17,6 cm	90CWC*	Flat cover
	90CWCN	Flat notched cover
	90PPCWSC	Seal cover

Case pack for all lids: 6 \*Includes peg hole.

Color: Clear (135).  
Seal Cover Color: Translucent (190).  
Cover with Handle Colors: Clear (135),  
Black (110).

Personalization available on non-food  
contact areas only. See cresting section  
for information and ordering.

FlipLids are covered by  
U.S. Patent Des. 420,849,422,838  
& 427,012. GripLids are covered by U.S.  
Patent D 446,076 & Utility Patent  
6,273,288 B1.



**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);
- b) any municipality or municipal entity;

- c) provincial legislature;
- 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.

*Offers must comply strictly with the specification.*

*Offers that meet or are greater than the specification will be considered.*

*Products supplied must be valid for a minimum period of six months.*

*Products or verification has failed will not be considered.*

*Products at firm prices (including rates of exchange) to the prescribed destination.*

*Products must be valid for a minimum period of six months.*

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## SPECIAL CONTRACT CONDITIONS OF QUOTATIONS

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- 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;<br>(ii) the name and address of the recipient;<br>(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;<br>(v) the official department order number issued to the supplier;<br>(vi) the value of the supply, the amount of tax charged;<br>(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.