

## KZN Health Intranet

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AdvertQuote

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KWAZUŁU NATAL PROVINC HEALTH STEDBUC DE SOUDLAFRICA	Quotation Advert	
Opening Date:		pons
Closing Date:	2021-03-10	
Closing Time:	2021-03-17	M
-	11:00	
INSTITUTION DETAILS Institution Name:		
	Benedictine hospital	~
Province:	KwaZulu-Natal	
Department or Entity:	Department of Health	
Division or section:	Central Supply Chain Management	
Place where goods / services is required	Systems	
Date Submitted	2021-03-10	
ITEM CATEGORY AND DETAILS		
Quotation Number:	ZNQ: Ben 468 / 20-21	
Item Category:	Services	<b>~</b>
Item Description:	1. F75 ( 200ml ) 2. F200 ( 200ml )	
Quantity (if supplies)		
COMPULSORY BRIEFING SESSION / S	SITE VISIT	
Select Type:	Select	v
Date :		
Time:		LLI
Venue:		
QUOTES CAN BE COLLECTED FROM:	download from website	
QUOTES SHOULD BE DELIVERED TO:	deposit in the tender box next to PRO office only	
ENQUIRIES REGARDING THE ADVERT	MAY BE DIRECTED TO:	
Name:	Phakathi AA	
Email:	phiwayinkosi.gumede@kznhealth.gov.za	
Contact Number:	935 831 7062	

035 831 7062

Einance	Manager	Name:
Finance	wanauei	Name.

Mrs PN Gumede

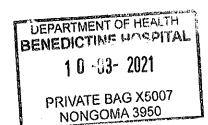
Finance Manager Signature:

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: BENEDICTINE HOSPITAL ..... CLOSING DATE: 17 / 03 / 2021 ..... E-MAIL ADDRESS: N/A FACSIMILE NUMBER: N/A PHYSICAL ADDRESS: VRYHEID ROAD, NONGOMA 3950 ZNQ NUMBER: Ben 468 / 20-21 DESCRIPTION: F75 & F100 ( 200ML) 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) Deposit in the tender box next to PRO office 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) ......

[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]

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1)



YES NO

		FOR QUOTATIONS & F100(200ML)		<sub>R</sub> . Ben 468 / 20	)-21	
signing th	is document	I hereby agree to all terms and conditions]				
PACITY L	INDER WHIC	CH THIS QUOTE IS SIGNED	***************************************	*************************		
em No	Quantity	Description	Brand &	Country of	Price	
em no	Catancity	bear, spring,	model	manufacture	R	С
		Supply and deliver				$\bot$
1.	20 boxes	F75 200ml (box of 24)				
2.	60 boxes	F100 200ml ( box of 24 )				
						_
		Specification attached				
						$\perp$
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1.24						_ .
						_
						_
		15% (Only if VAT Vendor)				_
TOTAL Q	UOTATION F	PRICE (VALIDITY PERIOD 60 Days)				
				A N.O. ( O A D O Co	(finaliana)	
oes This (	Offer Comply	With The Specification? Does The Ar	ticle Conform To The S y Period E.G. <i>E.G. 1da</i>	.A.N.S. / S.A.B.S. Spec	ancauonn	-
The Price	e Firm?	State Deliver	y Periou E.G. E.G. 10a	y, TWOOK		
Contact P	erson: Ms. /	4.4. Dhalathi 🚭 035 831 7066 🗀	nquiries regarding <u>tec</u>	chnical information ma		

## DECLARATION OF INTEREST

	Any legal person, including persons employed by the state <sup>1</sup> , or persblood relationship, may make an offer or offers in terms of this invital limited quote or proposal). In view of possible allegations of favouritemployed by the state, or to persons connected with or related to telecter his/her position in relation to the evaluating/adjudicating authorithe bidder is employed by the state; and/or the legal person on whose behalf the bidding document is signed evaluation and or adjudication of the quote(s), or where it is known on whose behalf the declarant acts and persons who are involved.	ation tism then torit ed, f wn t	to quote (Include, should the resuln, it is required the ywhere-  nas a relationship that such a relation the evaluation to the evaluation	es a price quotation, advertised competitive quote, ting quote, or part thereof, be awarded to persons at the bidder or his/her authorised representative with persons/a person who are/is involved in the inship exists between the person or persons for or and or adjudication of the quote.
2.	In order to give effect to the above, the following questionnaire must	be	completed and st	ibmitted with the quote.
2.2. 2.3.	Identity Number:	2.5. 2.6.	Tax Reference VAT Registration	
2.8.	The names of all directors / trustees / shareholders / members, the employee / persal numbers must be indicated in paragraph 3 below Are you or any person connected with the bidder presently employed. If so, furnish the following particulars:  Name of person / director / trustee / shareholder/ member:	v. ed b  e bi	y the state?	YES NO
	Position occupied in the state institution:  If you are presently employed by the state, did you obtain the ap in the public sector?	proj	oriate authority to	undertake remunerative work outside employment YES NO
(Note: 2.8. 2.9.	2.1. If yes, did you attach proof of such authority to the quote docur Failure to submit proof of such authority, where applicable, may result in the previous twelve months? 2.2. If no, furnish reasons for non-submission of such procuping your spouse, or any of the company's directors / trustee state in the previous twelve months? 1. If so, furnish particulars:	of: es /	shareholders / m	embers or their spouses conduct business with the YES NO
2.10	Do you, or any person connected with the bidder, have any relation may be involved with the evaluation and or adjudication of this quo The so, furnish particulars: The solution any person connected with the bidder, aware of any relations.	nshi ite?  atio	p (family, friend, o	ther) with a person employed by the state and who YES NO not other) between any other bidder and any person
2.1 2.1	employed by the state who may be involved with the evaluation an i.1. If so, furnish particulars:	id oi	e company have	any interest in any other related companies whether  YES   NO    YES   NO
3. NB:	Full details of directors / trustees / members / shareholders.  The Department Of Health will validate details of directors / trust to ensure that their details are up-to-date and verified on CSD. If not be considered and passed over as non-compliant according to	the	Department can	iot validate the intormation on CSD, the quote will
4	DECLARATION			ODDOVEN WILL T THE DIPODALATION
I, 1 FU	THE UNDERSIGNED (NAME)RNISHED IN PARAGRAPHS 2.			CERTIFY THAT THE INFORMATION
ΙA	CCEPT THAT THE STATE MAY REJECT THE QUOTE O OVE TO BE FALSE.	R A	ACT AGAINST	ME SHOULD THIS DECLARATION .
	me of bidder Signature		Position	Date
a) b)	ale" means — 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); any municipality or municipal entity;	d d	) national Assemble ) Parliament.	or the national Council of provinces; or
₹°SI	nareholder" means a person who owns shares in the company and is actively involved	in th	ie management of the	enterprise or obsiness 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

- 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.

#### 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

<ol> <li>7.1. Bidders who fail to attend the compulsory meeting will be disq</li> </ol>	ualified from the evaluation process.
(i) The institution has determined that a compulsory site meeting (ii) Date/ Time:Place	will not take place
Institution Stamp:	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. 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 (hear after 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
- 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
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

- 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:
  - 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;
  - 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:

$$Ps = 80 \left(1 - \frac{Pt - P \min}{P \min}\right)$$
 Where

Ps

Points scored for price of bid under consideration

Pt

= Price of bid under consideration

Pmin

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

Ę.	RID	DECL	ARAT	ION

- 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 NO
7.1.1	If yes, indicate:	
8.	i) What percentage of the contract will be subcontracted	(Tick applicable box)

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

Preferential Production Regulations, 2011.	EME	QSE
Designated Group: An EME or QSE which is at last 51% owned by:	L3V8L	QUL
	٧	<u> </u>
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.	DECLAR	ATION WITH REGARD TO COMPANY/FIRM	
9.1	Name	of company/firm:	
9.2	VAT re	gistration number:	
9.3	Compa	any 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	DESC	RIBE PRINCIPAL BUSINESS ACTIVITIES	
9.6	COMP	ANY CLASSIFICATION [TICK APPLICABLE BO Manufacturer Supplier Professional service provider Other service providers, e.g. transporter, etc.	X)
9.7	Total n	umber of years the company/firm has been in bu	siness:
9.8	I/we, th the 8-E	e undersigned, who is / are duly authorised to d	o so on behalf of the company/firm, certify that the points claimed, based o raphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for
	i) Ŧ!	ne information furnished is true and correct;	
	ii) Ti	ne preference points claimed are in accordance v	with the General Conditions as indicated in paragraph 1 of this form;
	iii) In be	the event of a contract being awarded as a rest e required to furnish documentary proof to the sa	ult of points claimed as shown in paragraphs 1.4 and 6.1, the contractor ma tisfaction of the purchaser that the claims are correct;
		the B-BBEE status level of contributor has been ave not been fulfilled, the purchaser may, in addit	claimed or obtained on a fraudulent basis or any of the conditions of contraction to any other remedy it may have –
	(a)	disqualify the person from the bidding process	
	(b)	recover costs, losses or damages it has incurre	ed or suffered as a result of that person's conduct;
	(c)	cancel the contract and claim any damages warrangements due to such cancellation;	hich it has suffered as a result of having to make less favourable
	(d)	who acted on a fraudulent basis, be restricted	hareholders and directors, or only the shareholders and directors by the National Treasury from obtaining business from any organ after the audi alteram partem (hear the other side) rule has been
	(e)	forward the matter for criminal prosecution.	
	WITNI	ESSES	SIGNATURE(S) OF BIDDERS(S)
	'' ''		DATE:
	2		ADDRESS

# TECHNICAL SPECIFICATION: READY TO USE STARTER FORMULA FOR INFANTS (WHEY DOMINANT)

#### 1.Description:

Whey dominant starter formula scientifically designed to meet the specific nutritional needs as a sole source of nutrition for full term infants 0 to 6 months old which approximates the composition and physiological properties of breast milk. Whey: ≥60%.

Indication for Use: Infant feed medically indicated or prescribed for use where breastmilk is not available for full term infants from birth to 6 months of age.

NOTE: All formulae must meet the relevant latest Codex Alimentarius standards. Fluoride should not be added to infant formula per the Standard for Infant formula and Formula for Special Medical Purposes Intended for Infants- CODEX STAN 72-1981 with the understanding that tap and packaged water used during the manufacturing process may contain fluoride and should comply with the Regulations Relating to all Bottled Waters: Amended, R455 of 26 May 2010, published under the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972). No probiotics may be used. L (+) Lactic acid producing cultures for the purpose of acidifying the formula may be used. Bidder must submit a full analysis of the formula per 100ml reconstituted at standard dilution.

#### 2. Packaging

In 50ml-100ml resealable bottle

In 150ml-200ml resealable bottle

#### 3. Nutritional content

Containing per 100ml

Energy

250-295KJ

Protein

1.1-2.1g

Whey Protein >0.66g

Carbohydrate 5.5-9.7g

Fat

2.6-4.13g

Vitamin A

50-100mcgRE

Vitamin D

0.5-1.5mg

Vitamin E

1-3mgaTE

Vitamin K

Vitamin C

5-10mcg

.....

5-12mg

Thiamine

0.05-0.15mg

Niacin

0.05-0.1mg

Riboflavin

0.5-1.5mg

Vitamin B6

0.05-0.1mg

Vitamin B12 0.05-0.15mcg

Folic Acid 6-12mcg

Calcium 30-60mg

Iron 0.5-1mg

Sodium 12.5-41.3mg

Zinc 0.3-1.1mg

Phosphorus 15-70.8mg

Magnesium 3-10.6mg

Chloride 30-112.1mg

Fluoride <58.66mcg

#### 4. Quality Standards Certificate

4.1 Bidders are required to submit one (1) of the option indicated in the table below for the quality assurance certificates for all manufacturing premises including warehouse and distribution at the closing date and time of bid. Failure to submit will invalidate your bid.

Table 1: Quality standard

OPTION	QUALITY STANDARD Certificates
Option 1	ISO 10330:2007 / SANS 10330:2007 –Hazard Analysis and Critical Control Points
	AND
	ISO 9001:2008 / SANS 9001:2008 - Quality Management Systems
Option 2	ISO 22000:2005 - Food Safety Management Systems
Option 3	FSSC: 22000:2010 - Food Safety System Certification

#### 5. Laboratory Analysis Reports

- 5.1 Bidders are required to submit the laboratory analysis reports (Nutritional Analysis, Microbial Analysis and Stability/ Shelf-Life Report) as indicated below on the closing date and time of bid. The laboratory analysis reports must be submitted proofing that the relevant item (s) complies with the specification as per the technical specification requirements. Non-compliance will invalidate the item which the analysis reports are not submitted.
- 5.2 All the laboratory analysis reports for all items offered must not be older than twelve (12) months at the closing date of the bid.

- 5.3 All analysis reports must be issued from a laboratory which is accredited by South African National Accreditation System (SANAS) or International Laboratory Accreditation Cooperation (ILAC) or International Accreditation Forum (IAF) and should meet the pre-requisite of ISO/IEC 17025.
- 5.4 Cost of complying with all the above-mentioned requirements shall be at the bidder's own account.

#### 6. Nutritional Analysis

- 6.1 Bidders are required to submit nutritional analysis report which as stipulated in the item specification under the list of compulsory tests for each item offered. The nutritional analysis report must include the analysed amount of each of the nutrients as stipulated in the specifications.
- 6.2 It is the responsibility of the bidder to ensure that the nutritional analyses submitted complies to the units of measure as stipulated in the specification i.e. per 100ml
- 6.3 In cases where bidders receive the nutritional analyses in units that deviate from the specification, it is the responsibility of the bidder to provide the conversions to the required units as reflected on the specification.
- 6.4 The bidder is required to submit all necessary calculations or conversion factors used to derive the given values in an excel spreadsheet. The Department will not be liable for any incorrect conversions or calculations submitted by the bidder. Any incorrect conversions or calculations may disqualify the item under consideration.

#### 7. Microbial Analysis Report

Where applicable, a microbial analysis report as stipulated in the detailed technical specification under the list of compulsory must be submitted for each item offered.

#### 8. Stability/Shelf-life Report

- 8.1 Stability studies report to be submitted confirming shelf life and the following:
  - i) Micronutrient stability:
  - ii) Absence of microbiological growth: at the beginning and the end of the study
  - iii) Organoleptic stability: taste, odour, product consistency and behaviour (absence of phase separation)
  - iv) Integrity of the packing materials (absence of leakage)
  - v) Integrity of markings
  - vi) The parameters used for the stability study
- 8.2 The results preferably presented in the form of a summary table, with the specifications (acceptance criteria) for at least all parameters listed above. Numerical values of results must be stated, the word "complies" or "conforms" will not be acceptable in place of numerical values;
- 8.3 The details on the laboratory(ies) used and it (their) accreditation, and the test methods shall appear.
- 8.4 The conclusion (or temporary conclusion) based on the obtained results, including the justification for the shelf life and recommended storage conditions.

#### 9. Samples submitted for visual screening

9.1 Bidders must submit samples for the purpose of visual screening evaluation for items offered to verify compliance to specification during the evaluation phase. Noncompliance with this requirement will invalidate the bid for the item which samples is not submitted.

#### 10. Packaging

The ready to use infant formula must have a screw cap or pull tab for sterility and ease of pouring and resalable or closure after initial opening.

The following information must be clearly and indelible printed on the product and outer packaging: -

Name of the product

A product code as relevant

The trade name or trademark of the manufacturer

Size of the product

Quantity of the contents

Name of the manufacturer

Date of manufacture

Name and address of importer/distributor

Best before date

Batch/Lot number. Products must have the same batch/Lot number on the outer box as on the inner box

#### Labels and inserts

The following information must be clearly and indelibly printed on all packaging.

Brand name

Nett Mass of Container

Best before date

Batch number

The conditions under which the product must be stored.

The labels accompanying leaflets and or other labelling of the products should provide sufficient information on the nature and purpose of the feed as well as detailed instructions and precautions for their use.

The declaration of nutrient content shall be numerical.

A statement that the product is not to be used for parental administration should be clearly visible.

The labelling should align with the Foodstuffs, cosmetics and Disinfectants Act (54/1972): regulations relating to foodstuffs for infants and young children as described in Regulation 2 & 3 thereof.

#### 11. Shelf life

Upon delivery, the product must have at least 6 months before the date of best before date.

Suppliers may make written applications to the purchasing institution to deliver goods with a shorter shelf life, provided such applications are accompanied by an undertaking that unused short-dated stock shall be unconditionally replaced before or after expiry date/best before date.

TECHNICAL SPECIFICATION: READY TO USE STARTER FORMULA FOR INFANTS (WHEY DOMINANT)

Any delivery of short dated supplies without prior written approval must be collected by the respective supplier at their own cost.