



KZN HEALTH

KZN Health Intranet

HOME CORPORATE INFORMATION COMPONENTS DIRECTORY DISTRICT OFFICES HEALTH FACILITIES

KZN Health > Components > Supply Chain Management
AdvertQuote



Quotation Advert

Opening Date: 2021-05-12

Closing Date: 2021-05-19

Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: Umgungundlovu district office

Province: KwaZulu-Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required: Forensics

Date Submitted: 2021-05-11

ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ: UMG 17/21/22

Item Category: Goods

Item Description: SUPPLY AND DELIVER TOXICOLOGY KITS

Quantity (if supplies)

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Not Applicable

Date:

Time:

Venue:

QUOTES CAN BE COLLECTED FROM: www.kznhealth.gov.za

QUOTES SHOULD BE DELIVERED TO: 171 Hoosen Haffjee Street, Pietermaritzburg, Ground Floor Tender Box

ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name: Nozipho Kweza

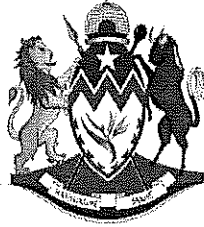
Email:

Contact Number: 0338971000

Finance Manager Name: Mrs PL Mkhize

Finance Manager Signature:

No late quotes will be considered



KWAZULU-NATAL PROVINCE

**HEALTH
REPUBLIC OF SOUTH AFRICA**

UMG 17/21/22

**UMGUNGUNDLOVU HEALTH DISTRICT
OFFICE**

SUPPLY AND DELIVER TOXICOLOGY KITS

Advert Date : 12 May 2021
Closing Date & Time : 19 May 2021
Administrative Enquires : Miss Nozipho Kweza
Contact Number : 033 897 1097

Documents may be delivered by hand and deposited in the quotation box situated in:

**UMGUNGUNDLOVU HEALTH DISTRICT OFFICE
171 HOOSEN HAFEEJEE STREET
GROUND FLOOR
PIETERMARITZBURG**

OR

Documents may be delivered by fax: 033 897 1006/1086

Documents sent by email will **NOT** be accepted.

OFFICIAL PRICE PAGE FOR QUOTATIONS

ZNQ NUMBER: UMG 17/21/22

DESCRIPTION: SUPPLY AND DELIVER TOXICOLOGY KIT

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
		SUPPLY AND DELIVER				
	55 Units	TOXICOLOGY KITS				
		Specification Attached				
		COMPULSORY REQUIREMENTS				
		Tax Clearance				
		Certified BBBEE or EME Certification/ Sworn Affidavit				
		Service providers must not submit copies of certified copies				
		Original certification should not be older than three (3) months				
		Failure to comply with this requirement shall invalidate the quotation submitted				
		This form must be fully completed, failure will result in disqualification				
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. <i>E.G. 1day, 1week</i>

<p>Enquiries regarding the <u>quote</u> may be directed to:</p> <p>Contact Person: <u>Nozipho Kweza</u> Tel: <u>0338971097</u></p> <p>E-Mail Address:</p>	<p>Enquiries regarding <u>technical information</u> may be directed to:</p> <p>Contact Person: <u>EN Phungula</u> Tel: <u>0332646300</u></p>
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DECLARATION OF INTEREST

- 1. Any legal person, including persons employed by the state¹, 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.....
- 2.2. Identity Number:
- 2.3. Position occupied in the Company (director, trustee, shareholder²):.....
- 2.4. Company Registration Number:
- 2.5. Tax Reference Number:
- 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

¹"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.

²"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 will not 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
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the quote, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 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:

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

- 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

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

DIRECTORATE: SUPPLY CHAIN MANAGEMENT

171 Hoosen Haffeejee Street, Pietermaritzburg, 3201
Private Bag x 9124, Pietermaritzburg, 3200
Tel: 033 897 1097 Fax: 033 897 1086
www.kznhealth.gov.za

UMGUNGUNDLOVU HEALTH
DISTRICT OFFICE

TOXICOLOGY KITS

Toxicology Sampling Kit for the collection and transport of post-mortem biological fluids and human tissue for the purpose of forensic toxicological analysis.

To be used in mainly in the Department of Health – Forensic Mortuaries

The following qualities are required:

1. It is imperative that the kit must be prepared in a manner that would prevent contamination.
2. Quality control measures must be in place to prove this.
3. The intention is for a standardized Toxicology Sample Kit to be procured at provincial level and used at mortuaries nationally for the collection of post-mortem samples from where it would be transported to the relevant Department of Health Forensic Chemistry Laboratories for the toxicological analysis of samples.
4. The prescribed minimum specifications of the required Toxicology Sample Kit are stipulated under the following:

THE BIDDER TO STATE:

5. The sample containers must be of clean suitable plastic material that would not allow leaking of samples and would not break easily when dropped.
6. The specimen containers must be suitably clean not to result in contamination of samples and to avoid interference on analytical results. Prior to the bid being awarded, samples of the containers will be requested for testing to verify the suitability thereof.
7. Labels on the containers must be printed clearly, eg. Font size 14, in water fast ink on labels that would not come loose or get damaged when exposed to repeated freezing, thawing and wetting.
8. The specimen containers must be supplied capped with self-sealing, leak-free lids with a watertight fit where relevant.
9. The outer packaging must be sealed with tamper evident tape bearing a unique serial number with the prefix TOX e.g. T000001 (bar-coded and numerical) that must be recorded with full serial tracking as per ISO standard. It must be easy to see if a seal or the packaging has undergone tampering.

TOXICOLOGY SAMPLE KIT: PACKAGING/BUCKET

10. A 1 to 2 litre plastic bucket, with handle and lid, that can hold the required contents, and meeting the following:
 11. Must close tightly and must be simple to seal for tamper proof purposes.
 12. The opening must be wide enough to allow easy access to the contents.
 13. For convenient storage purposes, a shape that is easily stackable.
 14. The packaging/bucket must be labeled with a standard sign (at least 40 mm x 40 mm) for biological hazards that is not affected by wetting or freezing.
 15. The lid of the packaging/bucket must be labeled with a unique serial number (bar-code) mirrored by the sample containers inside.

TOXICOLOGY SAMPLE KIT: CONTENT

16. The following content is required for the Toxicology Sampling Kit:

17. One plastic specimen jar of approximately 150 ml capacity, labeled "STOMACH CONTENTS".

18. One plastic specimen jar of approximately 150 ml capacity, with a blank label.

19. One 10 ml bottle, with a cap that seals airtight, and that has an inert liner (e.g. Teflon) and that contains an anti-leak mechanism. Included in the bottle must be the correct amount of "Potox" preservative of pharmaceutical quantity, ground to an ultra-fine powder, mixed to the correct ratios. (Information to this regard can be provided, if required). The bottle must be labeled "vitreous humor".

20. One 20 ml McCartney bottle, with a cap that seals airtight and that contains an anti-leak mechanism. The bottle must be labeled "URINE".

21. One 20 ml McCartney bottle (inert glass) for the collection of blood, with a cap, lined with Teflon, that seals airtight and that contains an anti-leak mechanism. Included in the bottle must be the correct amount of "Potox" preservative of pharmaceutical quality, ground to an ultra-fine powder, mixed to the correct ratios. (Information to this regard can be provided, if required). The bottle must be labeled

"POST MORTEM BLOOD: ALCOHOL ANALYSIS", with the label providing sufficient space to write the site of collection (eg. Cardiac, peripheral etc.)

22. One 20 ml McCartney bottle (inert glass), with a cap, lined with Teflon, that seals airtight and that contains an anti-leak mechanism. Included in the bottle must be Lithium Heparin of pharmaceutical quality. The bottle must be labeled "POST MORTEM BLOOD: TOXICOLOGY", with the label providing sufficient space to write the site of collection (eg. Cardiac, peripheral etc.)

23. An instruction leaflet to describe the use of the Toxicology Sampling Kit, detail to be provided by the client and printed by the supplier of the kit (see example in Annexure A).

24. Each specimen container (jars and McCartney bottles) should contain a unique serial number (barcode) mirrored by that of the package/ bucket, and having a unique identifier per container, eg a, b, c etc.

25. Each specimen jar should have a self-sealing lid that is leak-free with a watertight fit.

26. 3 x Post Mortem Toxicology Referral Form, detail to be provided by the client and printed by the supplier of the kit (see example in Annexure B).

27. A zip seal plastic bag affixed to the lid of the bucket, big enough to accommodate Annexure B when folded in half (to hold Annexure B after completion by Forensic Medical Practitioner).

28. All the content must be sealed into a strong clear plastic bag.

29. The bag mentioned in 28 must be labeled with:

- TOXICOLOGY SAMPLING KIT;
- The unique serial number of the kit package;
- A brief list of the contents;
- The relevant manufacturing and sterilization date;
- The batch number;
- The expiry date;
- Confirmation of quality control performed.

30. A molded base or molded base insert to secure the filled jars and McCartney bottles during transport.

31. 2 x Strips of tamper evident tape or better alternative, bearing a unique serial number with the prefix T e.g. T000001 (bar-coded and numerical) that must be recorded with full serial tracking as per ISO standard. It must be easy to see if a seal or the packaging has undergone tampering.

32. 1 x tamper evident exhibit sealing bag with unique sequential reference number.

ADDITIONAL REQUIREMENTS

33. All containers in the Toxicology Sampling Kit must be clean and sterilized to avoid the possibility of contamination.

34. A clinically clean environment and stringent quality control procedure are critical to ensure clean containers and kits.

35. The production of the POTOX should happen in a Bio Hazard safety zone, and should be gamma-irradiated after filling, to ensure sterility.

35. The bidder must include a detailed procedure describing the preparation of the kit for the evaluation by the client.

36. An example of the complete Toxicology Sampling Kit must be delivered for evaluation with the bid documents. Offers without examples to test, will not be considered.

37. The expiry date of both the kit and its contents (where applicable) should not be less than 24 months. The supplier to provide and proof validation data obtained to establish the expiry date of the kit and its contents. The proof must be in documentary form with testing results for this purpose. The company must provide in documentary form, all standards adhered to in this testing process. This may include, but is not limited to ISO standards, SANAS standards, must be traceable to the SI Unit international standard.

This documentation must be attached to the bid document.

SPECIAL CONDITIONS

1. The first kits must be made available immediately after awarding of the contract.
 2. Once receiving an official order, the kits should be delivered to the client within 7 working days.
 3. The Department reserves the right not to award the contract.
 4. If the bidder does not comply with ALL the mandatory requirements, the bid will be disqualified.
 5. This contract will be a once-off contract
 6. Prices quoted must include all expenses, manufacturing and delivering and VAT.
- Samples must be submitted with:

ANNEXURE A

Instruction Leaflet for Toxicology Kit as compiled by the Forensic Chemistry

Laboratories of the National Department of Health

1. Collect all necessary samples as per the appropriate national protocol and fill the necessary containers as labeled.
 2. The containers with blank labels may be used to collect other specimens for analysis. Indicate the type of specimen on the blank label.
 3. When writing on the container labels, use the permanent marker supplied. Write neatly and legibly (in print).
 4. Ensure that all containers have been sealed properly before returning them to the relevant spaces in the mold in the bucket to prevent leakage.
 5. The Post Mortem Toxicology Referral Form must be completed by the Forensic Medical Practitioner in triplicate (one for the SAPS Investigating Officer, one for the FCL and one for the case docket at the Mortuary). Stick the bar-code sticker provided to you upon submission of the kit at the laboratory, on this form. Note that this will serve as proof of receipt of the kit at the laboratory.
 6. The original completed Post Mortem Toxicology Referral Form must be placed in the Zip Seal bag located on the **outside of the bucket**.
 7. Ensure that the lid is tightly sealed and secured. Press down firmly.
 8. Apply the 2 yellow security seals as indicated on the diagram below.
 9. Store the bucket containing the specimens in the refrigerator at a temperature of between 2 to 8°C after use.
 10. Transport the buckets to the laboratory within a maximum of 4 weeks after sampling, maintaining this temperature interval.
- Note: Cooler boxes with ice packs are recommended during transport to the laboratory.**
11. It is preferred that no preservative is used for human tissue. If SVR (95% ethanol) is used as preservative, add just enough to cover the tissue. Avoid spillage of the solvent (SVR) after it is added to the container. Ethanol is used at the laboratory as a solvent during sample preparation to dissolve the suspected substance. A spillage may negatively influence the results obtained by the laboratory.
 12. Do not use SVR if ethanol poisoning is suspected to have caused death.
 13. All non-biological exhibits (tablets, drugs or poison) should be sealed in the tamper evident exhibit sealing bag and submitted with the biological samples at the relevant Forensic Chemistry Laboratory of the National Department of Health.
 14. Relevant accompanying documentation must not be sealed in the container that contains the sample.
 15. Accompanying documentation must contain SAPS Station and CAS number